



Deftouch Interactive Art Private Limited

B103, Runwal Center, Deonar, Mumbai - 400088

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("**Agreement**") is entered into on 18/01/2021 ("**Effective Date**"), by and between:

Deftouch Interactive Art Private Limited having its office at **B103, Runwal Center, Govandi, Mumbai City Maharashtra-400088, India** ("**Company**"; which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns), of one part;

AND

Vikas Anil Patil whose information is as per Schedule A ("**Employee**"; which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns) of the other part.

Company and the Employee may individually be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS, the Parties mutually desire to enter into this Agreement to define and set forth the terms and conditions ("**Terms & Conditions**") of employment of the Employee by Company;

TERMS & CONDITIONS

1. Employment.

- (i) Company hereby employs the Employee as a **QA Tester** and the Employee hereby agrees to serve in such capacity, while s/he is employed by the Company. ("**Tenure**")
- (ii) The Employee hereby agrees that during the Tenure he/she shall devote his/her full business time to the affairs of the Company and shall exercise such powers as may be assigned, conferred or vested in him/her by Company. The Employee shall also comply with all policies, procedures, rules and regulations, both written and oral, as are announced by Company from time to time.
- (iii) The Employee shall be on probation for a period of 6 (six) months from the date of joining. Company reserves the right to further extend the probation period as per its discretion or terminate the Employee's employment, for any reason without notice or cause during the probationary period.
- (iv) The Employee hereby undertakes and represents that he/she is not a party to any written or oral agreement with any third party that would restrict their ability to enter into this Agreement or to adhere and perform their obligations under this Agreement.
- (v) The Employee shall use best efforts to promote and protect the interests of and observe the utmost good faith towards Company.



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2. Compensation.

- (i) As full compensation for all services provided, the Employee shall be paid compensation as specified in Schedule B ("**Compensation**"). Employment Provident Fund, if applicable, will be a part of the CTC as described in Schedule B. Schedule B of this Agreement may be amended from time to time at the discretion of the Board.
- (ii) The Compensation shall be reviewed on an annual basis subject to appraisal and performance of the Employee. Such Compensation shall be subject to applicable statutory deductions by Company.

3. Vacation.

Employee shall be entitled to all public holidays observed by Company and to 6 days for any medical emergency and 18 casual days in each calendar year during the term of employment, during which time compensation shall be paid in full. Vacation days may not be carried over into the following holiday year. On the termination of employment, Employee shall not be entitled to receive a payment in lieu of any accrued unused holiday entitlement.

4. Role & Responsibilities.

- (i) As a **QA Tester**, the Employee shall be required to perform the following duties and undertake the responsibilities as enumerated in Schedule C in a professional manner. The Employee agrees to abide by the rules, regulations and the policies of the Company, and any change thereof, which may be adopted by the Company, from time to time.
- (ii) The Employee will be provided with a performance appraisal at least once per year and the said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

5. Termination.

- (i) Either Party may terminate this Agreement upon a prior 60 (sixty) days written notice to the other Party. Company may terminate the employment without notice or payment in lieu of notice for sufficient causes including but not limited to breach of any provisions contained herein or of any rules, regulations and policies of the Company or for any other reason at the discretion of the Company, default or neglect in discharge of duties, willful disobedience or committing a crime. Employee undertakes to amicably handover all pending work as instructed and shall cooperate fully for the same in the event of their termination or resignation. On resignation or termination of employment, and at any other time upon request, Employee will deliver to Company any documents, information or other media in Employee's possession or control. In the course of employment, Employee may be provided laptops, cell phones and other related assets to use for completing their



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roles & responsibilities. Employee shall be solely responsible for any sort of damage including but not limited to theft occurring in relation to such assets and shall return such assets upon termination.

- (ii) The Clauses of this Agreement which by their nature should survive termination shall survive such termination, including, without limitation, Clauses 7, 11, 12, 13 and 14.
- (iii) If the Employee becomes eligible for the Company's long-term disability benefits (if any) or in the opinion of the Company, the Employee has such physical or mental illness or incapacity that prevents the Employee from substantially performing his customary service and duties for a minimum period of 2 (two) months in a given period of 1 (One) year, then, the Company may terminate the Employee's employment by providing a minimum notice of 45 (forty five) days to the Employee in relation to such termination.
- (iv) This Agreement will terminate forthwith upon the Employee's death and the Company shall not have any further liability or obligation to the Employee's executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Employee's legal heirs shall receive the Termination Dues (defined in Clause 6 herein below).

6. Termination Dues:

In the event of termination of employment of the Employee for any of the reasons set out in Clause 5 above, the Employee will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Employee shall be entitled to receive statutory payments including any accrued leave to which the Employee may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**").

7. Confidentiality.

- (i) All confidential and proprietary information and data belonging to Company which is non-public ("**Confidential Information**") be it specifically documented or not; include but are not limited to:
 - (a) creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
 - (b) technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;



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- (c) business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer (whether past, present, or future) information, personnel records and the like;
 - (d) other valuable information of the Parties designated as confidential expressly or by the circumstances in which it is provided; and
 - (e) all proprietary information related to Company.
- (ii) During and after the Tenure, the Employee shall not divulge or appropriate to his/her own use or to the use of others, in competition with Company, or to any other person any Confidential Information obtained by the Employee in any manner whatsoever. Upon termination of this Agreement or as otherwise requested by Company, the Employee shall promptly return to Company all items and copies containing or embodying Confidential Information without retaining any copies with himself/herself or at the option of the Company, erase or destroy, all of the Confidential Information, in whatever form available, including any material or medium from which any Confidential Information may be ascertained or derived.
- (iii) The Employee shall use his best efforts to prevent the unauthorized publication or misuse of any Confidential Information. In the event the Employee is permitted to disclose relevant aspects of Confidential Information to professional advisors or agents, of the Company, the Employee shall ensure that the disclosure shall be made subject to the condition that (a) such persons are bound by similar obligations of use and confidentiality as provided in this Agreement, and (b) the disclosure is reasonably necessary for the performance of the services under this Agreement or for furtherance of the Business of the Company and its affiliates.
- (iv) To protect Company against any allegation of infringement by the unauthorized use of third party material, the Employee agrees that he shall not use or copy any information, which is confidential or proprietary to any third party without the prior written authorization of such third party.
- (v) Without limiting the rights of the Company in respect of a breach of this Clause, the Employee shall:
 - (a) promptly notify the Company of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any other person, that may become known to the Employee;
 - (b) promptly furnish to the Company full details in its possession, of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential



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Information;

- (c) cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its proprietary rights; and
- (d) promptly use his best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

8. Ownership of Property.

- (i) All materials created or prepared by the Employee, including but not limited to ideas, inventions, designs, copyrightable works, trademarks and Confidential Information, whether independently or in co-operation with others, during the Tenure and/or in the course of employment with Company and/or before the execution of this Agreement but while in *de-facto* employment or discussions with the director of the Company, shall be considered works for hire ("**Works**") and shall be owned solely by Company.
- (ii) To confirm such ownership of Work, the Employee hereby assigns to Company, the entire right, title and interest that s/he may have to the Work, in India and throughout the world, without representation or warranty for perpetuity. The Employee shall not, in any manner whatsoever, use such Work for personal gains during or after the Tenure. The Employee hereby waives any right to and agrees that he shall not raise any objection or claims to the Indian Copyright Board or any other authority with respect to the ownership of the Works, under the provisions of Section 19A of India's Copyright Act, 1957. It is further agreed between the Parties that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, the assignment under this Agreement shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under this Agreement within a period of one (1) year from the date the assignment becomes effective.
- (iii) Provided that, the Employee may display his/her Work in his/her portfolio with explicit written permission from Company.
- (iv) The Employee acknowledges that the remuneration paid by the Company to the Employee, is a good, valuable and adequate consideration, to be bound by the terms and conditions of this Agreement including the assignment of Intellectual Property Rights and adhering to the restrictions set out elsewhere in this Agreement.

9. Other Employment.

The Employee shall not involve himself/herself in any activities, which might interfere with or adversely affect the proper performance of work of Company nor undertake any other employment (whether temporary, permanent, paid or unpaid) without first obtaining written permission of Company.



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10. Non-Assignment.

The rights, interests or obligations of the Employee under this Agreement shall not be voluntarily or involuntarily assigned, alienated or encumbered.

11. Non-Compete & Non-Solicitation

- (i) The Employee undertakes to refrain from starting, carrying out, joining or be engaged or interested in a business that directly or indirectly competes with the business activity of the Company during the Term and for a period of 2(two) years from the date of termination of this Agreement.
- (ii) The Employee shall not (personally or through any person) attempt to solicit clients, customers, vendors, employees or other persons so connected with Company during or after the Term of this Agreement in any manner whatsoever. The Employee agrees that the obligations set forth in this Agreement and particularly in this Clause 11 are necessary and reasonable and undertakes to adhere to the same.

12. Indemnity

To the fullest extent of the law, Employee shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the Services contemplated by this Agreement.

13. Data Protection

- (i) The Employee hereby confirms that the Employee consents to the Employee's personal data being collected, used, processed and held by the Company in its relevant manual and automated filing systems. The Employee also consents to the processing and disclosure of such data internally, and, so far as is reasonably necessary, externally in pursuance of the performance of his employment, for the purpose of enabling decisions to be made regarding his employment, or for the purpose of any potential sale or transfer of any shares or business of the Company including in the event of a proposed sale or transfer disclosure of such data to any proposed purchaser or its advisers in confidence.
- (ii) The Employee also consents to the Company (a) processing and disclosing sensitive personal data internally and externally to professional advisers in confidence or to medical practitioners, including medical information for the purpose of assessing the Employee's ability to perform and continue in employment and data regarding sex, marital status, race, ethnic origin or disability for the purpose of equal opportunities monitoring within the Company; and (b) for administration of the Employee's employment, or transferring personal data outside of India (including countries which do not maintain data protection standards).



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- (iii) The Employee agrees that the Employee will comply with the Company's data protection policies and procedures from time to time in force at all times when handling personal data, or information security activity undertaken by the Company and the Employee agrees not to do anything or permit anything to be done which might jeopardise or contravene the Company's liability under the applicable data protection regulations when processing personal data in the course of employment including personal data relating to any applicants, contract workers, customers, clients, candidates, invitees, suppliers, agents, distributors, shareholders, advisers, officers, consultants or employees or other business contacts of the Company or any of its affiliates, and the Employee acknowledges that any failure on the Employee's part to adhere to the provisions of this Clause can lead to formal disciplinary action.

14. Governing Law & Jurisdiction

- (i) This Agreement shall be subject to all the laws, rules, regulations and such other statutory enactment or amendment or modification or any approval of government of India that is in force from time to time.
- (ii) All disputes, differences or claims arising out of or relating to or in connection with this Agreement or the breach, termination or validity hereof shall be referred to a sole arbitrator, to be appointed by Company in accordance with the Arbitration and Conciliation Act 1996. The place of arbitration shall be Mumbai, India. The award given by the arbitrator shall be final and binding on all the Parties. The language of the arbitration proceedings and award shall be English.
- (iii) Subject to above, the Parties hereby consent to and agree to submit to the exclusive jurisdiction of the courts of Mumbai, India.

15. Assignment

The Parties acknowledge and confirm that the obligations of the Employee hereunder are personal and shall not be assigned by him to any other person without the approval of the Company. Provided, however, that the Company may assign, delegate, or subcontract this Agreement in whole or in part to a present or future Affiliate without obtaining the Employee's express written consent.

16. Miscellaneous

- (a) This Agreement forms the entire agreement with respect to the subject matter thereof. Any modification, amendment or alteration in respect of this Agreement or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.
- (b) In the event that any term of this Agreement is found to be void or otherwise unenforceable, such term shall be substituted with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision and the remainder of this



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Agreement shall remain valid and enforceable as is.

- (c) Failure by any Party to enforce any of the terms of this Agreement shall not be construed as a waiver of any of the Party's rights hereunder.
- (d) Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.
- (e) This Agreement is subject to force majeure.
- (f) Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- (g) This Agreement may be modified or amended only by an instrument in writing executed by the Parties and approved in writing by a duly authorized officer of the Company, subject to prior approval of the Company as required. The Parties agree that in no event shall an oral modification of this Agreement be enforceable or valid.

By signing this Agreement, the Parties hereby acknowledge and agree to be bound by the Terms & Conditions of employment set out herein.

For Deftouch Interactive Art Private Limited

For Employee

Name: **Keshav Sunder**
Designation: Director

Name: **Vikas Anil Patil**

Date:

Date:



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SCHEDULE A

EMPLOYEE'S INFORMATION

Name: Vikas Anil Patil

Date of Joining: 18/01/2021

Designation: QA Tester

Reporting Manager: Kalgudi A

PAN: DEJPP9545F

Contact Number: +91 8177944699

Permanent Address: Near Shelar Cycle Mart,
Dattnagar, Pune - 411019

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SCHEDULE B**COMPENSATION**

CTC Components	Annual(INR)	Monthly(INR)
Basic		
Basic Pay	120,000	10,000
Total Basic Pay (A)	120,000	10,000
Fixed Pay		
House Rent Allowance	60,000	5,000
Special Allowance (Medical+Conveyance)	60,000	5,000
Total Fixed Pay (B)	120,000	10,000
Deductions		
PF Employer	12,000	1,000
PF Employee	12,000	1,000
Professional Tax	2,400	200
Total Deductions (C)	26,400	2,200
Net Payout (A+B-C)	213,600	17,800
Gross Payout (A+B)	240,000	20,000

SCHEDULE C



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ROLES & RESPONSIBILITIES

- (a) Test the games created by the Company for bugs/anomalies, report them and get them fixed by the appropriate team
- (b) Other duties as may arise from time to time and as may be assigned to the Employee