

Confidential

To,

Date: 21 Aug 2020

Mr. Sonu Gurjar
R/o Tyagi baba mandir kepaas
Tyagi nagar, morar , gwalior

(hereinafter referred to as the "Freelancer")

Subject: ENGAGEMENT LETTER

Dear Sonu Gurjar

We, Denave India Private Limited (hereinafter referred to as the "Company") are pleased to engage you as a freelancer with our Company on the terms discussed and agreed by you in the meeting held with the management representative read with the terms mentioned in this Engagement Letter. Your engagement with the Company is subject to your performance and project availability and such other terms and valid reasons as recognized in law, as the Company may determine from time to time. Detailed terms and conditions of your engagement are set forth hereinbelow:

TERMS AND CONDITIONS

1. SERVICES:

As a freelancer, you agree to render services, as more specifically provided under Appendix – A attached herewith (hereinafter referred to as the "Services"), as per the terms of this Engagement Letter. You shall provide the Services, as and when required by the Company and in a timely and professional manner with the highest current standards of relevant established industry practice and in compliance with applicable laws. You shall comply with all instructions given to you by the Company in relation to the Services and shall keep the Company informed of your activities under this Engagement Letter. The Services rendered by you shall be constantly monitored by the Company.

In the event the Company requests changes to the Services/work specifications and/or the delivery schedule, the changes shall be complied by you as per the request on immediate basis. If you fail to comply with any such request, Company shall have the right to immediately terminate your assignment or this engagement with the Company upon written notice.

2. TERM AND RELATIONSHIP:

The Company agrees to engage you as a freelance with no minimum work guarantee. Your engagement with the Company is purely dependent upon the availability of the project and/or work. You acknowledge that you are not an officer or employee or agent of the Company. You shall not hold yourself as such or as having any power or authority to enter into contracts or commit in any manner or to incur any obligation on behalf of or in the name of the Company, to any client or third parties. Since you are not an employee of the Company, you agree and understand that you are not entitled to any of the benefits which Company may make available to its employees, such as group insurance, workers' compensation, disability insurance, vacation, sick pay, profit-sharing, stock options, or retirement benefits. The Company may from time to time, require your Services for its clients' projects/ assignments and will place a service order in writing through your email. All such service orders placed by the Company from time to time shall be subject to the terms of this Engagement Letter.

You, if necessary, will be required to work in different shifts, at different places and/or on different projects, as determined by the Company or any of its client from time to time.

In case, contract/project of the Company with its client is terminated or determined earlier than the fixed tenure, on any account whatsoever, or during the subsistence of the said contractor/project, job requirement of the client ceases, Company, in its sole discretion, may terminate your service order and/ or this engagement.

3. PAYMENT TERMS:

For all the Services rendered during any month, you shall be paid as per the rate card approved by the Company, as mentioned in APPENDIX – A, as attached. Basis on your rate card and the output sheet duly confirmed and approved by the client, to be submitted by last working date of every month, the payments shall be made as per the agreed rates on / before 10th day of every month. Company shall make the payment. only after deducting applicable income tax in accordance with the relevant laws and regulations

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4. INDEPENDENT CONTRACTOR STATUS:

As a freelancer you are an independent contractor and do not classify by the Company as such for all employee benefit purposes, and you expressly agrees that you are not an employee, agent, joint venture, or partner of the

Company. Nothing in this Engagement Letter shall be interpreted or construed as creating or establishing an employment relationship between the Company and you. You shall be solely responsible for your own actions/activities and those of your agents and representatives, if any and no joint liability is created hereunder. Company is not liable for any loss or damage whatsoever which is suffered (including but not limited to, direct or consequential loss) or for any personal injury suffered or sustained to any third party, in connection with the activities/services performed by the freelancer.

5. REQUIRED DOCUMENTS FOR BACKGROUND VERIFICATION CHECK:

It is mandatory for you to submit the following documents to the Company for background verification check:

- a. Photocopies of all educational/professional qualification certificates and mark sheets.
- b. Any experience certificate from the previous organization.
- c. Three passport size photographs
- d. ID Proof, Address proof & Age Proof. or
- e. Any other documents as asked by the Company

7. OBLIGATIONS:

- a. You, if so required by the Company or client(s), shall visit the office of the Company or client site to perform the Services.
- b. You shall use your own equipment as may be necessary to perform the Services and shall be solely responsible for their service and maintenance.
- d. You shall not act in any manner, whether inside the Company or at client's site, which are detrimental or injurious to a life of a person or property or against the policies, instructions and guidelines issued by the Company from time to time.
- e. You shall strictly adhere to the Company's Code of Conduct & Ethics, Sexual Harassment Policy and guidelines & instructions.

8. CONFIDENTIAL INFORMATION & COMPANY DOCUMENTS.

a. In the course of and during the validity of this Engagement Letter with the Company, you shall receive or have certain information and material which at all times is to remain the property of the Company and/or its clients and which shall include confidential information relating to the business, affairs and operations the Company and/or its clients, business cards issued to you by the Company, client details, sales and marketing information, financial and accounting details, remuneration information of other freelancers, employees, consultants or directors of the Company, its subsidiaries, related bodies corporate and associates, and other business or financial information ("Confidential Information").

b. The Confidential Information and all records, documents, accounts, correspondences, papers of every description including copies of extracts from the same whether relating to the affairs or business the Company or any of its subsidiary, related body corporate or associate or not which may come into your possession in the course of and by reason of your engagement with the Company whether or not the same was originally supplied by the Company ("Company Documents") are to be kept by you in strict confidence and used solely for the purpose of carrying out the tasks and perform the Services under this Engagement Letter.

c. At the termination of this Engagement Letter for whatever reason, all Confidential Information and all Company Documents are to remain with, or as the case may be, returned to the Company and you shall not to use or disclose to any person whatsoever any Confidential Information. Upon termination, the Company shall be entitled to withhold any monies that may be due to you until such time you has returned to the Company all Confidential Information and Company Documents that may be in your possession.

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d. For six months after termination of this Engagement Letter you shall not canvass, solicit or attempt to entice away from the Company any employee of the Company and any person who at any time during the last six months of this Engagement Letter with the Company were or are clients or customers of the Company or its subsidiaries, related bodies corporate or associates with whom you were in contact in carrying out the tasks and obligations of this Engagement Letter.

9. COMPANY'S INTELLECTUAL PROPERTY RIGHTS & COPYRIGHT:

a. All software, systems, ideas, concept, designs, documentation or any other material produced by you during your association with the Company will either be Intellectual Property of the Company or that of its clients. You will not have any rights to such material described as above.

b. You agrees that You will be asked to sign an undertaking, renouncing all your claims towards the Intellectual Property Rights to any software, system, idea or any such, produced by you during your engagement with the Company or its clients.

c. During the term of your engagement with the Company, you will not use any software, system, idea or any such, which is an intellectual property of any other person or body corporate, without the prior permission of such person or body corporate. Prior permission of the Company should be taken in such an event.

d. All works such as development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company, with your involvement shall be the property of the Company. The copyright for such works shall be with the Company and you will not have any claims on the same.

e. All ownership of and copyright in all and any computer programs or in any form produced by you shall, by virtue of the fact that they are produced by you during your engagement with the Company, at the express instance and request of the delegated authority at the Company, vest in the Company. For any work written or produced by you outside the course and scope of engagement with the Company, for anyone other than the Company, you shall obtain written approval from the Management of the Company before producing any work, which may be subject to copyright.

10. COMPANY/CLIENT COMPANY INFRA & PROPERTY:

If the Company or its client issue you any asset, which may include laptop, mobile, data card etc., you shall be responsible for safe keeping & safe return of the same in good and working condition s, at the time of expiry or termination of this Engagement Letter. In the event of failure to return/handover such assets of the Company/client, you shall indemnify the Company against the loss of such assets and value of the same shall be adjusted at the time of full and final settlement or may be recovered from you directly.

11. INDEMNIFICATION:

You shall defend, indemnify, and hold harmless the Company, its client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of Services provided under this Engagement Letter or your failure to perform or comply with any requirements of this Engagement Letter and/or applicable law including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. The Company reserves the right to retain whatever funds/ amounts which would be due to you under this Engagement Letter until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect has been furnished by you.

12. NON-SOLICITATION

During your engagement with the Company, you shall neither;

a. do anything to harm or prejudice the reputation or good name of the Company or its subsidiaries, related bodies corporate or associate adverse or prejudicial to or inconsistent with the polices or management of the Company; nor

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- c. represent yourself as being in any way connected with or interested in the business of the Company or any subsidiary, related body corporate or associate after the termination of this Engagement Letter; nor
- d. (i) encourage or solicit any employee of the Company to leave the Company for any reason, (ii) hire or engage any person who was an employee of the Company until six months after such individual's employment relationship with the Company has been terminated or (iii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company to cease doing business with the Company, or (iv) in any way interfere with the relationship between any such customer, supplier, licensee or business relation, on the one hand, and the Company, on the other hand.

13. PRIOR AND FUTURE ENGAGEMENTS/AGREEMENTS:

You represent that performance of all the terms of this Engagement Letter will not breach any agreement to keep in confidence proprietary information acquired by you in confidence or in trust prior to the execution of this Engagement Letter. You have not entered into, and you agree not to enter into during the subsistence of this Engagement Letter, in any agreement/engagement either written or oral that conflicts or might conflict with your performances of the Services under this Engagement Letter.

14. TERMINATION:

13. PRIOR AND FUTURE ENGAGEMENTS/AGREEMENTS:

Company may terminate this Engagement Letter and/or an individual service order/ assignment for its convenience, without liability at any time, upon 7 days prior written notice to you.

You may also terminate this Engagement Letter upon 7 days prior written notice provided there are no open assignments/ service orders, projects at the time notice is given. Company may also terminate the Engagement Letter without notice on following of any grounds and shall constitute a misconduct:

- a. if the Services provided by you do not meet the standards set by the Company and/or unable to perform a material portion of the Services; or
- b. if you become insolvent or bankrupt; or
- c. if you are unable to provide the Services as per the prescribed requirements and/or up to the satisfaction of the Company/client, or
- d. if, as a result of Force Majeure, you are unable to perform a material portion of the Services for a period of not less than 10 days, or
- e. If you are found guilty of moral turpitude, fraud, dishonesty or gross negligence or such similar activities which is detrimental to the pecuniary interest, business, reputation or goodwill of the Company; or
- f. If you are convicted by a Court of competent jurisdiction of a criminal offence or indicated of any criminal offence, which in the reasonable opinion of the Company, will detrimentally affect the Company; or
- g. If you are found to be of unsound mind by a Court of competent jurisdiction and the finding is in force; or
- h. If you at any time during your engagement, found not medically fit to perform your duties and due to your absence Company or its client's work is hampering

Upon termination this Engagement Letter or assignment, you will immediately provide Company with any and all work in progress or completed prior to the termination date. As Company's sole obligation to you resulting from such termination, Company will pay you an equitable amount as determined by Company for the partially completed work in progress and the agreed to price for the completed Services provided and accepted prior to the date of termination.

Upon termination of this Engagement Letter or a project performed by you hereunder, whichever occurs first, you shall promptly return to Company all materials, assets, Confidential Information and Company Documents provided by the Company.

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15. NOTICES:

In case of any change in your residential /correspondence address during the course of your engagement with the Company, you shall intimate the same to the Company's HR Department within one week from such change. In the absence of same, all communication addressed to you at the last given address shall be deemed to have been served.

16. SEVERABILITY:

If any provision of this Engagement Letter otherwise is deemed to be invalid or unenforceable or is prohibited by the laws of the jurisdiction where it is to be performed, this Engagement Letter shall be considered divisible as to such provision and such provision shall be inoperative in such jurisdiction and shall not be part of the consideration moving from either of the Parties to the other. The remaining provisions of this Engagement Letter shall be valid and binding and of like effect as though such provision was not included. In such event, the Parties shall endeavor in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

17. LIMITATION OF LIABILITY:

EXCEPT AS SET FORTH IN THIS SECTION BELOW, IN NO EVENT WILL COMPANY OR YOU BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES

NOTWITHSTANDING THE FOREGOING, ANY PURPORTED LIMITATION OR WAIVER OF LIABILITY SHALL NOT APPLY TO YOUR OBLIGATION UNDER THE INDEMNIFICATION OR CONFIDENTIAL INFORMATION SECTIONS OF THIS ENGAGEMENT LETTER OR EITHER PARTY'S LIABILITY TO THE OTHER FOR PERSONAL INJURY, DEATH OR PHYSICAL DAMAGE TO PROPERTY CLAIMS.

18. ACCEPTANCE:

If any of the Services performed do not conform to specified requirements, Company may require you to perform the Services again in order to bring them into full conformity with the requirements, at your sole cost and expense. When the defects in Services cannot be corrected by re-performance, Company may: (a) require you to take necessary action, at your own cost and expense, to ensure that future performance conforms to the requirements and/or (b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed by you and accepted by Company.

If you fails to promptly conform the Services to defined requirements or specifications, or take action deemed by Company to be sufficient to ensure future performance of the project in full conformity with such requirements, Company may (a) by contract or otherwise, perform the services or subcontract to another freelancer to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to you and/or (b) terminate the project and/or this Engagement Letter for default.

19. FORCE MAJEURE:

Neither Party shall be responsible to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or nonperformance is due to an event of Force Majeure. Events of force majeure include, but are not limited to, war, acts or terrorism, acts of government, natural disasters, fire, acts of God ("Force Majeure"). If an event of force majeure results in delay or non-performance by a Party for a period of thirty (30) days or more, either Party shall be entitled to terminate this Engagement Letter with immediate effect.

20. GOVERNING LAW & JURISDICTION:

This Engagement Letter and all acts, obligations and transactions pursuant hereto shall be governed by and interpreted in accordance with the laws of India.

The courts in New Delhi shall have exclusive jurisdiction in relation to any and all disputes that may arise out of or in connection with the creation, existence, validity, effect, interpretation, breach, termination, performance or non-performance of, or the legal relationships established by this Engagement Letter or otherwise. Each party irrevocably submits to the jurisdiction of the courts in New Delhi and waives any objection to the exercise of such jurisdiction.

21. UNDERTAKING:

An investigative BGV (Background Verification report) may be requested from you that may include information regarding your court records both civil and criminal, driving records, educational and professional credentials, personal and professional references. You understands that these documents may be used at any time during your engagement to procure an investigative report & Company is eligible to take any action (civil / criminal) in case Background Verification Report is found to be negative.

If the above terms and conditions are acceptable to you, kindly return the original copy of this Engagement Letter duly signed as token of your acceptance.

For Denave India Pvt Ltd.

Authorized Signatory

ACCEPTANCE

I, Sonu Gurjar, hereby declare that I have read and understood the terms and conditions of the Engagement Letter mentioned above and the same are acceptable to me. I further declare that I have never been convicted in any court of law & medically fit to perform duties

Accepted By: Sonu Gurjar

Signature of Freelancer
Date