

EMPLOYMENT AGREEMENT

Date:- 09th October 2020

To,

Ms. Aashik Villa,

Chennai-Tamil Nadu.

Mobile no: 9176898907.

Dear Aashik Villa,

We, Cogitate Technology Solutions (India) Private Limited, are pleased to appoint You as an **Associate Developer** in our organization with effect from **09th October 2020** on the following terms and conditions:

- **Responsibilities:**

1. You agree to fulfil the following responsibilities as communicated to you during the course of Your employment to the best of Your ability.

- **Remuneration**

1. You will be serving your internship till you complete your final semester (B.E) for which you will be compensated monthly as per an annual remuneration (CTC) of **Rs.3,50,000.00/-**. Once you complete your final semester and join us full time, your **remuneration (cost to company) will be revised to Rs.7,00,000/- per year (Rupees Seven Lacs Only) and out of which Rs.2,00,000 (Rupees Two Lacs only)** will be retained towards your retention/ performance bonus, which will be released after you complete 24 months of your service. The above remuneration will be a full and final consideration (inclusive of allowance, perquisites, all benefits including medical, and Provident Fund benefits, etc) for the work done and responsibilities fulfilled by You under this Agreement.
2. This salary is subject to revision based on performance on an annual basis.
3. Cogitate agrees to pay You remuneration for the previous month on the seventh day of the following month via cheque.

- **Intellectual Property and confidentiality of information**

1. You agree that all data, works including software, source code, photographs, information, ideas, concepts, designs, materials, improvements, discoveries, inventions, and other intellectual property collected or developed in whole or in part by You during the course of Your employment or while in employment with Cogitate will be Cogitate's sole property.
2. Notwithstanding the above, to the extent that the rights or title in such data, works including software, source code, photographs, information, ideas, concepts, designs, materials, improvements, discoveries, inventions, and other intellectual property vests in You, you hereby assign in perpetuity, or where applicable, for the duration of the entire legal term of such intellectual property, and for all territories, such rights or title to Cogitate. You acknowledge the adequacy and sufficiency of the remuneration under this Agreement as consideration for such assignment. Cogitate will continue to own copyright in all afforested works even if it does not exercise any rights within a period of one year from assignment.
3. You agree to promptly disclose to Cogitate any such intellectual property collected or developed by You during the course of Your employment with Cogitate.
4. You agree not to use or infringe Cogitate's exclusive rights in the intellectual property mentioned above except to the extent such use is expressly permitted by Cogitate.
5. To the extent necessary, you agree to take all steps and render all assistance to Cogitate in making good Cogitate's title in all intellectual property developed or created during the course of Your employment. You undertake to execute requisite agreements promptly to assign such intellectual property to Cogitate as and when necessary, including after the termination of this Agreement.
6. You undertake to not disclose to any third party any proprietary or confidential information, including but not limited to any ideas for products or services in the pipeline or future business plans, which may have been disclosed to You by Cogitate or otherwise collected or developed by You during the course of employment, unless permitted by law. The obligation to keep such information confidential shall survive termination of this Agreement.
7. You will not copy any data or information which is stored on Cogitate's servers or which is proprietary to Cogitate, in any form, on any device or using any means, for Your personal use or for use by any entity other than Cogitate. You will not transfer any such data or information using Your personal email accounts or personal hard drive or cloud services or any other means. You will not disclose such data or information to any person outside of Cogitate, during or after the period of employment. The breach of this term shall amount to a material breach which may lead to termination of employment.
8. Cogitate may require You to disclose passwords to Your official email addresses upon commencement of Your notice period.
9. You recognize that the works, products, ideas, documents, software, source code, deliverables, information, data etc. being developed by You are on behalf of and for Cogitate and Cogitate shall retain full right and authority to be solely credited and/ or acknowledged for works, products, ideas, documents, deliverables, information, data etc. Cogitate retains full discretion to provide credit to its current and/ or former employees. The same cannot be claimed as a matter of right by You during or after term of employment with Cogitate. You agree to not enforce Your moral rights, if any, against Cogitate.
10. You acknowledge that all equipment and devices that are allocated to You during Your employment with Cogitate are Cogitate's property and shall be handled by You with utmost care and possession thereof shall be returned to Cogitate upon its request.

- **Term of Employment**

1. The term of the present Agreement shall be Five years from the date of execution of the present Agreement. Any termination by You during the aforesaid Five years period must be in accordance with Clause VII.
2. This includes a three-month probationary period as stated in Clause VII.
3. Upon the completion of the seven years period, this Agreement may be extended for a further period of seven years, at the option of the Cogitate.

- **Exclusivity of employment**

1. You agree to perform the aforementioned responsibilities exclusively for Cogitate during the term of employment and undertake not to perform similar responsibilities or undertake employment of any third party during the subsistence of the present Agreement.
2. You undertake not to engage, consult or be employed with any of Cogitate's clients within a period of twelve months of termination of Your employment under the present Agreement. The parties agree that this clause is severable from other clauses of the Agreement and the validity of this clause shall not affect the validity of the other clauses of this Agreement.

- **Period of work, leave entitlement and other conditions of employment**

1. You undertake to complete at least nine hours of work every day for five days per week from office from anytime between 10 am to 8 pm. Office timings may be subject to change and Cogitate reserves the right to offer flexible working hours to You, upon taking Cogitate's consent; You shall endeavour to work between 10 AM to 8 PM, save exceptional circumstances.
2. All tasks assigned to You are to be completed at the office space unless prior approval is sought by You from Your immediate supervisor to work from home.
3. You will be entitled to avail **12** leaves as per Cogitate's Leave Policy.
4. To the extent required, parties agree to comply with the Maharashtra Shops and Establishments (Regulation of Employment and Conditions of Service) Act, 2017 and Rules thereunder.

- **Termination**

1. You shall undergo a probation period of 6 months from the date of Your appointment under this Agreement. This probationary period may be extended by Cogitate. Your employment will be confirmed in writing by Cogitate only if Cogitate finds You suitable for employment under this Agreement during the probationary or extended probationary period.
2. Cogitate can terminate this Agreement without notice during the probationary or extended probationary period or on the completion of such period. You may terminate the present Agreement during the probationary period or extended probationary period after giving thirty days written notice to Cogitate or after paying thirty days Remuneration to Cogitate.
3. After Your employment is confirmed, cogitate may terminate this Agreement after giving You advance notice of three months prior to the date of termination. You may terminate this Agreement at will and without assigning any cause after giving Cogitate notice of three months prior to the date of termination.

4. If You breach any material term of this Agreement, Cogitate may terminate the Agreement for cause, in which case, this Agreement shall stand terminated immediately and no Remuneration shall be paid post termination. If the Agreement is terminated by Cogitate for cause, Cogitate reserves the right to not provide You any letter confirming Your experience or a relieving letter.
5. The payment of Remuneration shall be adjusted pro – rata for services and work performed prior to the termination of the Agreement.
6. Cogitate reserves the right to relieve You during the three-month probationary period; You must serve a four weeks' notice, if still in probationary period.
7. If You fail to provide the requisite advance notice as mentioned above, Cogitate will be entitled to not pay You any Remuneration that may be due as on the date of termination and will also be entitled not to provide any letter confirming Your experience and not to provide You a relieving letter.
8. Upon the termination of the employment, you undertake to immediately hand over to Cogitate all material, work, data, information, intellectual property in Your possession which was developed or created during the course of employment.
9. You agree to extend full cooperation and assistance for the handing over of such documents and undertake to visit Cogitate's offices for the surrender of any material, work, data, information, intellectual property in Your possession.
10. You undertake to immediately surrender all access to email accounts, cloud storage services, social media portals or other such similar services/ portals, access to which was provided by or facilitated by Cogitate and to not use such email accounts, cloud storage services, social media portals or other such similar services/ portals, post the termination of the employment.
11. You undertake to immediately surrender access to all information, data, materials, documents etc. of Cogitate, whether stored digitally or in the physical form, and undertake not to retain a copy of such data post the termination of the employment.
12. Upon termination of this Agreement, you undertake to cease all contacts with all past, present, potential clients, distributors, customers or other business contacts of Cogitate and shall under no circumstance solicit or derive any advantage, benefit/ business from them or pass on the same to outside parties in any manner whatsoever; and
13. You undertake not to compete with Cogitate or engage Yourself in any activity directly or indirectly in competition with the business or products of Cogitate, till the period of one year after the termination of this Agreement.
14. Your obligations under Clause (III) and Clause (V)2 of this Agreement shall continue to subsist even beyond the termination of this Agreement.
15. In the event of termination or resignation, all dues including hand over of salary slips, and experience letter will be cleared within a thirty-day period from the date of termination.

- **Miscellaneous**

1. You confirm that all details of Your prior work experience and educational qualifications furnished by You to Cogitate are true to Your knowledge. Cogitate retains the right to conduct background checks at any point to verify any such details furnished by You. Cogitate retains the right to immediately terminate this Agreement should it come to Cogitate's attention that You have provided any false information regarding Your prior work experience or educational qualifications or made any other false representation.
2. You undertake to perform Your responsibilities with utmost honesty and dedication.
3. That the nature of Cogitate's business may necessitate varying of Your position or reporting line in accordance with the changing needs of Cogitate's business and Your role within it. In

any such circumstances, Cogitate will discuss with You any proposed changes and may offer You a new position or altered duties that it considers to be appropriate to the Your skills and experience at the time of such change.

4. You undertake not to tarnish Cogitate's reputation, either Yourself or through someone else or anonymously. Doing so shall be a violation of Your terms and may lead to immediate termination.
5. That You undertake to take all safety precautions while performing services under this Agreement. You appreciate and agree that You are solely liable and responsible for Your safety while conducting work at the behest of or on behalf of Cogitate.
6. You agree to abide by Cogitate's policies.
7. You undertake to hold harmless and indemnify Cogitate owing to any malafide, negligent or illegal act or omission committed by You.
8. You undertake to comply with all the directions, regulations and guidelines as may be prescribed by Cogitate, from time to time; and
9. The validity, interpretation, construction and enforcement of this Agreement shall be governed by the laws for the time being force in the Republic of India.
10. All previous employment agreements and other any terms of employment contrary to or inconsistent with the terms stated here in above between the parties shall stand revoked, rescinded and/ or cancelled.
11. All disputes arising of this Agreement shall be subject to jurisdiction of Courts in Mumbai.

For Cogitate Technology Solutions (I) Pvt Ltd

Nikhil Murarka

(Managing Director)

Date: 09th October 2020

Aashik Villa

Date: 09th October 2020

9176898907