

This Employment Agreement ("Agreement") is made on: 26/02/2021

BETWEEN:

Marble AI, a company having its registered office at NO 7, Jayamma Nilaya, Nagashetti Halli, RMV 2nd Stage, Patelappa Layout, Bangalore, KA 560094 IN (hereinafter referred to as the "Company" which expression shall where the context so requires, be deemed to include its successors and assigns) of the One Part, represented by its authorized signatory, Aswathy Shivaji; and

AND

Siddharth Mishra, having PAN - FMLPM5248C and residing at JG - 7A, JINDAL GARH COLONY, PATRAPALI, KHARSIA ROAD, RAIGARH, CHHATTISGARH - 496001 (hereinafter referred to as the "Employee" which expression shall where the context so requires be deemed to include his/ her heirs, successors and administrators) of the Other Part,

(The Company and the Employee are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

- A. The Employee has represented himself or herself as being competent to carry out the functions expected by the Company of an incumbent to the said post.
- B. The Company, relying on the representations of the Employee, is desirous of engaging the services of the Employee on the terms and conditions herein set out.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ENGAGEMENT

The Company hereby engages the Employee **as intern** on the terms and conditions set out herein and the Employee hereby accepts such engagement.

- 1.1 This Agreement shall be deemed to be effective from February 27th, 2021 (“Commencement Date”).
- 1.2 The Employee’s employment with the Company shall be calculated from the Commencement Date.
- 1.3 Your compensation per month is Rs. 10,000/- (Rupees Ten Thousand Only) on “Cost to the company basis (CTC)”. This is the minimum assured compensation.
- 1.4 The employee’s CTC maybe increased to a maximum of Rs. 30,000/- (Rupees Thirty Thousand only) after assessing his/her performance. The increase in CTC will directly correlated to your performance. If the performance is found unsatisfactorily, the CTC will remain unchanged. The decision of the management is final and binding on this regard.
- 1.5 Your internship is on a temporary basis and you will be hired for the next two months. After the end of the internship tenure, if the employee is found fit for the company, the internship maybe extended for another two to four months.

2. DUTIES, RESPONSIBILITIES, REPORTING AND REVIEW

- 2.1 The Employee shall be required to perform such tasks commensurate with his or her designation and experience which may be assigned to the Employee from time to time. The Employee’s duties and responsibilities shall include:
 - 2.1.1 to act in good faith in order to promote the objects of the Company for the benefit of its members as a whole and in the best interests of the Company, its employees, the shareholders, the community and for the protection of the environment;
 - 2.1.2 to exercise his/her duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
 - 2.1.3 to avoid direct or indirect conflicts with the interest of the Company; and
 - 2.1.4 not achieve or attempt to achieve undue gain or advantage either to himself or herself or his or her relatives, partners or associates (and if found guilty of this, should pay an amount equal to that gain to the company).
- 2.2 The Employee is expected and required to devote the whole of the Employee’s working time and attention to the product development of the Company.
- 2.3 While in the employment of the Company, the Employee is not allowed to be employed in any other organization on a permanent, temporary or part time basis or offer his or her services with or without consideration to any physical person, legal entity or public authority or be occupied in Employee’s own business, without the prior written consent of the Company. During the term of employment with the Company, the Employee shall also not become a director in any other company, unless otherwise permitted in writing by the Board of Directors of the Company.

2.4 While the Employee shall be initially based out of Bangalore, India, the Employee may be required to travel extensively within India and/or abroad in the performance of any duties or responsibilities assigned to the Employee. The Board of Directors of the Company may, at its sole discretion, second, depute, assign and/or transfer the Employee to any other office of Company in India or overseas or to any affiliates of the Company.

2.5 The Employee shall, in the discharge of the Employee's duties, report to the Board of Directors of the Company. The Employee shall comply with all directions given to the Employee by the Board of Directors of the Company and faithfully observe all the rules, regulations, and arrangements applicable to Employee.

3. HOURS OF WORK AND LEAVE

3.1 While the Employee will normally be required to work according to the timings and on days as per the Company's policy (which may be changed from time to time), the Company may, from time to time, subject to applicable laws require the Employee to work beyond these hours and/or on other days.

3.2 The Employee shall be entitled to sick leave as per the Company policy. This entitlement shall be calculated on a pro rata basis for the first year of the employment with the Company. The Employee shall however avail such leave only in accordance with the Company's leave policy.

4. CODE OF CONDUCT

4.1 The Employee shall in the course of his or her employment, adhere to and follow all applicable laws, and the Company's policies and instructions as applicable from time to time. Each of such policies will be deemed to be a part of the Agreement and constitute the understanding between the Company and the Employee governing the terms of the employment.

4.2 The Employee is aware and acknowledges that the Company is committed to the promotion of an environment that values the diversity of the workforce and is free from discrimination on the basis of categories protected under applicable law. The Employee shall be required to observe this policy at all times.

4.3 The Employee shall display the highest standards of professionalism and integrity in all his or her dealings with the Company, its clients, vendors, suppliers, customers, consultants, employees and service providers.

5. TERMINATION

- 5.1 Termination by Company: The Company may terminate the Employee's employment upon written notice to the Employee. The termination would be effective after five working days from the date of the receipt (by the other Party) of such notice (hereinafter referred to as the "Notice Period"). Alternatively, the Company may terminate the Employee's employment with immediate effect (during or at the end of internship), upon giving the Employee salary in lieu of notice or pro-rated salary for the balance Notice Period in case the Employee has been permitted to work during the Notice Period.
- 5.2 Termination by Company due to Employee's misconduct: Notwithstanding anything mentioned in this Clause 7, the Company may terminate the Employee's employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (a) fraudulent, dishonest or Undisciplined conduct of the Employee, (b) Employee's breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, (c) the Employee's insolvency or conviction for any offence involving moral Turpitude, (d) breach by Employee of any terms of this Agreement or the Company's policies or other documents or directions of Company, (e) irregularity in Employee's attendance, or his or her Unauthorized or Unapproved absence from the place of work for more than seven (7) consecutive working days, (f) the Employee Conducting himself or herself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (g) Employee's misconduct as provided Under the labor laws or the Company's policies.
- 5.3 Garden Leave during Notice Period: The Company may, in its absolute discretion, require the Employee at any time during the Notice Period not to attend the Employee's place of work and/or not to perform any duties for the Company or to perform any such duties, projects or tasks as are expressly assigned to the Employee by the Company. The Employee shall continue to be employed by the Company during such period and therefore shall be eligible to receive the Employee's full pay and benefits during any such period. During any such period, the Employee shall (a) notify the Company of any change of address or contact details, (b) if requested by the Company, refrain from contacting employees, clients and professional contacts of the Company, (c) cease to be an authorized signatory of the Company or hold a power of attorney for the Company, and (d) continue to be bound by the express and implied duties of the Employee's employment, including, without limitation, by the duty of fidelity and good faith owed to the Company. The garden leave shall be offset against any annual leave / privilege leave of the Employee.
- 5.4 Consequences of termination: In the event Employee's employment with the Company ceases, for any reason whatsoever, it would be considered that the Employee has automatically resigned as an employee of the Company. To the extent required by the Company, the Employee shall be obligated to sign necessary documents to confirm his or her resignation as an employee. Any and all of the Company's property, Confidential Information and Intellectual Property of the Company acquired by or in the possession of the Employee under this Agreement, shall be returned to the Company immediately upon termination of this Agreement.

5.5 Separation and Release: Upon termination of Employee's employment with the Company for any reason, the Company may require the Employee to sign a separation and release agreement with the Company at no additional consideration or payment.

6. INTELLECTUAL PROPERTY, DISCOVERIES, INVENTIONS AND RIGHTS TO MATERIALS

6.1 The Employee agrees that all intellectual property, including without limitation, any inventions, improvements, discoveries, data, databases, compilations of statistical, demographical or other data, whether in hard copy or electronic form, recordings, works of Authorship, programming tools, reports, designs, analysis, user or procedural manuals and other supporting material, summaries, literature, test results, recommendations, drawings and work papers concerning the business and/or the Company (collectively referred to as the "Intellectual Property") compiled or prepared by or invented by the Employee, either alone or jointly with any other person(s), which relate to or are connected or are capable of being associated with the Company's business activities any time prior or after the incorporation of Company and during Employee's employment with the Company, are the sole and exclusive property of the Company.

6.2 The Employee will disclose fully to the Company such intellectual Property both while in the employment of the Company and thereafter and at the request of the Company, take such steps as may be necessary for the Company to obtain applicable protection for such intellectual Property.

6.3 The Employee hereby assigns (and agrees to, at the expense of the Company, assign) absolutely and beneficially all such Intellectual Property to the Company or as it may direct and the Employee shall execute any documents and take any actions as may be required by the Company in this regard. It is clarified that the Employee will not be entitled to any additional compensation for the aforesaid, and the Employee confirms and acknowledges that the amounts received and/or receivable by the Employee in connection with his or her employment with the Company is good and sufficient consideration for the aforesaid.

6.4 The Employee further agrees that, notwithstanding the provisions of Section 19(4) of the (Indian) Copyright Act, 1957, the assignment in terms of this clause shall not lapse nor the rights transferred therein revert to the Employee, even if the Company or the assignee does not exercise the rights under the assignment within a period of 1 (one) year from the date of such assignment. The Employee hereby waives and agrees that [s/he] will waive any right to and will not raise any objection or claims before the Copyright Board or any other appropriate authority with respect to the assignment, pursuant to Section 19A of the (Indian) Copyright Act, 1957.

6.5 The provisions of this Clause 6 will survive the termination of this Agreement and will continue to remain in force for perpetuity.

7. CONFIDENTIALITY

- 7.1 The Employee shall not at any time during or any time beyond or after termination of his or her employment use or gain or divulge any information relating to and any confidential and/or proprietary information of the Company and/or the affairs or secrets of the Company's Business, including but not limited to inventions, innovations, works or Intellectual Property, the Company's product schematics drawings, data, database, research and development, product and property plans, designs, protocols, prices, finances, marketing plans, business opportunities, personnel related information, agent, partner, suppliers, sales and customer information, business policies, practices and strategies, information received from other entities ("Confidential Information"), to any person, firm or company without the previous consent in writing of the Company nor shall the Employee use or attempt to use any information which could injure or cause loss or be calculated to cause loss or injury to the Company or any of its contracting parties.
- 7.2 To the extent that the Employee has agreed to confidentiality or non-disclosure agreements in prior employment relationships, the Employee agrees to comply with such agreements and not to use or disclose the confidential and proprietary information of others in connection with his or her employment by the Company.
- 7.3 The provisions of this Clause 7 will survive the termination of this Agreement and will continue to remain in force for perpetuity.

8. WARRANTY AND UNDERTAKING

- 8.1 The Employee represents and warrants that he or she is not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits the Employee from fully performing the duties of his or her employment, or any of them, in accordance with the terms and conditions of this Agreement.
- 8.2 The Employee further agrees and undertakes not to carry on any business/ activities/ take up any kind of employment/ services directly or indirectly during his or her employment with the Company including any notice or other period in accordance with the terms of employment.
- 8.3 The Employee represents and warrants that the rights to the Intellectual Property assigned to the Company is not in breach or violation of any agreement with any third party.

9. PRIOR RESTRAINTS AND OTHER CONDITIONS

The Company has communicated to the Employee that as a condition to the obligations of the Company Under this Agreement coming into force, any restrictions/ restraints continuing to operate against the Employee from his or her previous employment which could have any direct or indirect implications on his or her fulfilling his or her duties and responsibilities towards the Company must stand terminated as on the date of his or her employment with the Company and the Employee hereby confirms the same.

10. NON-SOLICITATION AND NON-COMPETE

10.1 The Employee hereby agrees and Undertakes that, during the term of the employment with the Company, and for a period of 6 months following the date of termination of Employee's employment with the Company ("Termination Date"), the Employee shall not, directly or indirectly, either as an individual on his or her own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

- 10.1.1 solicit and/or attempt to solicit employment of or advise any of the Company's existing employees or any person who was employed by the Company within six months prior to such solicitation or any person or organization providing services to or through Company and/or its affiliates to terminate his or her or her contract or relationship with Company or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or
- 10.1.2 contact and/or attempt to contact any of the existing or prospective clients (i.e. any person or organization with whom the Company and/or its affiliates is in advanced stages of exploring a professional or business relationship) of the Company and/or its affiliates to entice such clients away from the Company and/or its affiliates or to damage in any way their business relationship with the Company and/or its affiliates or for the provision of substantially the same services provided to such clients by the Company and/or its affiliates; or
- 10.1.3 Enter the employ of, or render any other services to, any person engaged in a business which competes with the business, if (a) the Employee has prior knowledge of the same or (b) the Employee gains such knowledge during the term of employment or (c) it is obvious to the Employee.

10.2 It is agreed by and between the Parties that the employment with the Company and the compensation payable under this Agreement shall be sufficient consideration for this Clause.

10.3 The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause 10 are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the Company of the non-enforcement of this Clause 10.3 Outweigh any potential harm to the Employee by this Agreement and has given careful consideration to the restraints imposed Upon the

Employee by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of Confidential Information and Intellectual Property of the Company now existing or to be developed in the future. The Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

10.4 It is expressly Understood and agreed by the Parties that although the Employee and the Company consider the restrictions contained in this Clause 10 to be reasonable, if a final judicial determination is made by a court of competent Jurisdiction that the time or territory or any other restriction contained in this Agreement is an Unenforceable restriction against the Employee, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent Jurisdiction finds that any restriction contained in this Agreement is Unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

10.5 Notwithstanding the foregoing, nothing herein shall prevent the Employee from directly or indirectly owning, solely as an investment, securities of any person engaged in the business of the Company which are publicly traded on a national or regional stock exchange or on the over-the-counter market, if the Employee (i) is not a controlling person of, or a member of a group which controls, such person, and (ii) does not, directly or indirectly, own 5 (five) % or more of any class of securities of such person.

10.6 For all Purposes of this Clause 10, the Company shall be construed to include the Company and its affiliates.

11. REMEDIES

11.1 Without limiting the remedies available to the Company, the Employee acknowledges that a breach of Clause 6 or 7 will result in material irreparable damages to the Company and/ or its contracting parties for which there is no Adequate remedy at law, and that it will not be possible to measure the extent of damages caused. The Employee agrees that if there is a breach or threatened breach, the Company or any of its contracting parties shall, without prejudice to its other rights under this Agreement or at law or equity, be entitled to apply for specific performance or injunctive or other equitable relief against the Employee. The Employee will be liable and hereby agrees to indemnify the Company and its officers/ representatives to the Full extent of any loss, costs and expenses incurred in connection with this Agreement or any actions taken in order to seek enforcement of the provisions hereof, including the various rights and remedies available Under law, equity or otherwise.

11.2 All remedies provided by this Agreement are cumulative and not alternative. The recourse by the Company to one remedy shall not preclude it from seeking another remedy available to it under this Agreement or under applicable laws.

12. MISCELLANEOUS

12.1 Entire Agreement: The terms of this Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Company and the Employee including, but not limited to, any representations made during the Employee's interview(s) or relocation negotiations, whether written or oral. This Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. Any subsequent change or changes in the Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

12.2 Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all signatories to this Agreement.

12.3 Survival: The provisions of this Clauses 7 (Confidentiality), 12 (Miscellaneous), 13 (Governing Law and Dispute Resolution) will survive the termination of this Agreement. In addition, subject to applicable law, the provisions of Clause 10 (Non-solicitation and Non-compete) shall survive the termination of this Agreement.

12.4 Assignment: Except as otherwise provided in this Clause, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his or her beneficiaries, or legal representatives without the Company's prior written consent; provided, however, that nothing in this Clause 12.4 shall preclude the Employee from designating a beneficiary to receive any benefit payable hereunder upon his or her death, or the executors, administrators, or other legal representatives of the Employee or his or her estate from assigning any rights hereunder to the person or persons entitled thereunto.

12.5 Authorization: In the event of termination of the employment of the Employee, the Employee hereby grants consent to the Company to notify any new employer of the Employee and/or any third party about the obligations of the Employee under this Agreement. If necessary, the Company has a right to disclose this Agreement to any new employer or third parties.

12.6 Waiver: No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall

be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.7 Severability: If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

12.8 Data Privacy: The Company may, in connection with the Employee's employment, collect personal data including sensitive personal data relating to the Employee. Such data may be received from the Employee and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for relevant and limited purposes. By signing this Agreement, the Employee expressly consents to the following:

- 12.8.1 the collection, use, processing and storage of sensitive personal data by the Company for relevant and limited purposes;
- 12.8.2 the transfer worldwide of personal data held about the Employee by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of his or her personal images and voices in marketing material, videos, etc.;
- 12.8.3 reading and Understanding the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of personal and sensitive data and agreeing to the terms thereof; and
- 12.8.4 treating any personal data to which the Employee has access in the course of his or her employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to the Employee.

12.9 No Attachments: Except as required by law, no right to receive payments Under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be Null, void and of no effect.

12.10 Notices: All notices hereunder shall be given to the Parties at their respective addresses set forth above until a new and different address shall be duly notified to the other party. Any notice, direction or other instrument required or permitted to be given under this Agreement shall be deemed to have been validly and effectively given on the recorded date of delivery or receipt.

12.11 Provisions Reasonable: The Employee agrees that the provisions of this Agreement are reasonable in view of the nature of the Company's business and the information and other details that the Employee will have access to while in the employment of the Company. The Employee also agrees

that his or her employment by the Company and salary and benefits under this Agreement are sufficient consideration for the covenants and other obligations contained in this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement and its performance shall be governed by and construed in all respects in accordance with the Laws of the Republic of India.

13.2 The Company and the Employee hereby agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion. If within fifteen (15) days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to binding arbitration.

13.3 Notwithstanding the aforesaid provisions of this Agreement, in the event of any breach or apprehended breach by the Employee of the provisions of this Agreement, the Company shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to arbitration.

For Marble AI "the Company"



Signature:

Name: Aswathy Shivaji

Designation: Director

I acknowledge that I have read and fully Understand and accept all the terms and conditions of this Agreement:

("Employee")

Signature: Siddharth

Name: Siddharth Mishra