



EMPLOYMENT AGREEMENT

This AGREEMENT made on Oct 25th, 2021 (the "Effective Date") by Aniworks Innovation Private Limited is a Indian Startup, a US Subsidiary of Anisoft LLC and between **Pragya Mukherjee** (the "Employee/Intern") residing at 31, Old Nimta Road, Anandapuri, Belgharia, Kolkata-700056

The team has experience in the Information Technology providing strategic direction and implementation services to commercial & private clients. We specialize in IT Products, Consumer Products and work on Research and Development of new products.

WHEREAS Company desires to employ Employee as an Intern/Software/Hardware Engineer and Employee desires to be employed in such capacity by Company; and

WHEREAS, as a condition precedent to the Employee becoming an employee of Company, Employee is required to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound hereby, Employee and Company agree as follows:

1. *Employment.* Company hereby employs Employee and Employee hereby accepts employment to perform the services described on the schedule attached hereto and marked as Exhibit "A" and receive the compensation and benefits in Company described on the schedule attached hereto and marked as Exhibit "B".

EXHIBIT "A"

Schedule of Services to be Performed by Employee as below
Intern/Software/Hardware Engineer who can work on product development, implementation, and comprehensive solutions. Experience working on full life cycle implementations in cutting edge technologies. Interns/Employee will be gaining experience in designing, developing, deploying the web-based and mobile based applications running on cloud infrastructure. Employee will be exposed to Agile Methodologies, Server optimization and Single Sign on technologies.

Position Responsibilities include

1. Developing/researching the new or existing products and develop/design/prototype the products.
2. Support/service for the products of Aniworks/Anisoft or its partners, and/or such other responsibilities as determined by Aniworks from time to time.
3. Develop and maintain relationships with the Aniworks clients/partners and technical teams.
4. Collaborate with Systems Engineers and Project Management team to ensure the services are scoped appropriately and accurately to ensure effective services delivery.
5. Creating and maintaining technical documentation to ensure efficient planning and execution.
6. Documenting and reviewing security controls, policies and procedures.
7. Conducting research on network products, services, protocols, and standards.
8. Connect technology with measurable business value. Troubleshoot technical problems in an efficient and logical manner.
9. Maintain a positive attitude and brand reputation internally and with customers and partners.
10. Establish effective working relationships directly with clients.



EXHIBIT "B"

This Schedule contains the details of employee compensation,

- a. During the term of this Agreement, Intern/Employee's will be paid a stipend of Rs 5,000 per month and will be subject to review after 2-3 months by Company, which stipend/salary will be payable in regular installments in accordance with Company's general payroll practices and will be subject to customary withholding if required.

2. *Duration of Employment.* The parties hereto acknowledge and agree that the employment relationship is "at will" and both you & Aniworks remain free to terminate the employment relationship, with just cause, at any time, with 2 (two) weeks prior notice.

3. *Acknowledgments of Employee.* Employee acknowledges that, in connection with his employment with Company and in consideration of this Agreement, he will receive or will become eligible to receive certain consideration including, but not limited to, wages. Employee further acknowledges that his position with Company and all consideration to him from employment in that capacity is conferred by Company upon him/her only because and as a condition of his willingness to, on a full-time basis, at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all the duties that may be required of and from him pursuant to the expressed or implied terms of this Agreement to the satisfaction of Company, including abiding by the non-competition, confidentiality and other provisions hereof. Employee also acknowledges that any breach by Employee of this Agreement will constitute a violation of the terms and conditions of the employment relationship between him and Company and may result in the immediate termination by Company of said employment relationship, including wages and any other benefits. Employee further acknowledges that, in the event of any violation of this Agreement by him, monetary damages will be inadequate to compensate Company and Company will be entitled to injunctive relief against Employee in addition to any other remedies provided by law or in equity.

4. *Devotion of Employee's Time to Business; Prior Agreements; Indemnification.*

a. Employee shall devote his time, attention, knowledge, and skill solely and exclusively to Company's business and Company shall be entitled to all of the benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of Employee. Employee expressly agrees that during the term of this Agreement he/she will not be interested, directly or indirectly, in any form, fashion, or manner as an officer, director, shareholder, partner, advisor, employee, or in any other form or capacity, in any other business which competes in any way with any business of Company.

b. Employee warrants and represents to Company that the execution and delivery of this Agreement and the performance by Employee of this Agreement in accordance with its terms and conditions will not conflict with or result in a breach or violation of any terms or conditions of, or constitute a default under any instrument, contract, or other agreement or arrangement by or to which Employee is a party.

c. Employee shall indemnify, defend, and hold harmless Company and any of its shareholders, officers, directors, employees, or agents from and against all losses, liabilities, damages, claims, and expenses, including attorney's fees incurred by Company or its shareholders, officers, directors, employees, or agents arising out of or in connection with a breach of the warranty and representation of Employee set forth in paragraph 4(b). This indemnification shall survive the termination or expiration of this Agreement.



5. *Covenant Not To Compete and Non-solicitation.* Employee agrees that during the period of his employment with Company and for one (1) year following the termination of Employee's employment hereunder, Employee will not, directly, or indirectly, without the prior written consent of Company:

a. Solicit, entice, persuade, or induce any customer, employee, consultant, agent, or independent contractor of Company to terminate his, her, or its employment or customer relationship by or with Company; to become a customer of or employed by any person, firm, or corporation other than Company; approach any such customer, employee, consultant, agent, or independent contractor for any of the foregoing purposes; or to provide services for any customer or hire any such employee, consultant, agent, or independent contractor or authorize or assist in the taking of any such actions by any third party; or

b. directly or indirectly engage, or participate or make any financial investment in, or become employed by or render consulting, advisory, or other services to or for any person, firm, corporation, or other business enterprise, wherever located, that is engaged, directly or indirectly, in competition with (i) Company's respective businesses (or any aspect thereof) as conducted or any business proposed to be conducted by Company and of which Employee has knowledge at the time of the termination of Employee's employment hereunder; provided, however, that nothing in this paragraph 5(b) shall be construed to preclude Employee from making any investments in the securities of any business enterprise whether or not engaged in competition with Company to the extent that such securities are actively traded on a national securities exchange or in the over-the-counter market in the United States or any foreign securities exchange and represent, at the time of acquisition, less than 5% of the aggregate voting power of such business enterprise.

c. Employee agrees that each of the covenants contained in this paragraph 5 shall be construed as an agreement independent of any provision of this Agreement and the existence of any claim or cause of action on the part of Employee, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of these covenants.

d. Employee specifically agrees that the covenants contained in this paragraph 5 are reasonable in both scope and duration and because the remedies for a breach are inadequate and the result would irreparably harm the Company, that the Company may enforce these covenants by obtaining an immediate injunction in a court of law or equity without the necessity of posting any bond in cash or otherwise. The terms and conditions of this paragraph 5 shall survive any termination or expiration of this Agreement.

e. The parties acknowledge that the terms of this section have been negotiated at arms-length with advice of counsel and Employee understands the full extent and implication of the terms of this section, and hereby knowingly and voluntarily agrees to be bound hereby.

6. *Confidentiality and Ownership.*

a. During the term of Employee's employment with Company and thereafter, Employee shall keep secret and retain in strictest confidence and not use or disclose, furnish, or make accessible to anyone outside of Company, directly or indirectly, or use for the benefit of herself or others, except in connection with the business of Company, any Protected Information in any Unauthorized manner or for any Unauthorized purposes (as such terms are hereinafter defined).

i. The term "Protected Information" shall mean trade secrets, confidential or proprietary information, and all other knowledge, know-how, information, documents, or materials



owned, developed or possessed by Company, whether in tangible or intangible form, pertaining to the business of Company, including, but not limited to, research and development operations, systems, databases (including customer databases), computer programs and software, designs, models, operating procedures, knowledge of the organization, products and services (including prices, costs, sales, or content), processes, techniques, contracts, financial information or measures, business methods, future business plans, details of consultant contracts, new personnel acquisition plans, business acquisition plans, customers and suppliers (including identities of customers and prospective customers and suppliers, identities of individual contacts at business entities which are customers or prospective customers or suppliers, preferences, businesses or habits), business relationships, and other information owned, developed, or possessed by Company, except as required in the course of performing duties hereunder; provided, however, that Protected Information shall not include information that becomes generally known to the public or the trade without violation hereof.

ii. The term "Unauthorized" shall mean: (A) in contravention of the policies or procedures of Company; (B) otherwise inconsistent with the measures taken by Company to protect its interest in any Protected Information; (C) in contravention of any lawful instruction or directive of Company, either written or oral, or (D) in contravention of any duty existing under law or contract. Notwithstanding anything to the contrary contained in this paragraph 6, Employee may disclose any Protected Information to the extent required by court order or decree or by the rules and regulations of a governmental agency or as otherwise required by law; provided that Employee shall to the extent reasonably feasible provide Company with prompt notice of such required disclosures in advance thereof so that Company may seek an appropriate protective order in respect of such required disclosures.

b. The provisions of this paragraph 6 shall, without any limitation as to time, survive the expiration or termination of Employee's employment with Company, irrespective of the reason for any termination.

7. *Specific Performance.* Employee acknowledges that the services to be rendered by him are of a special, unique, and extraordinary character and, in connection with such services, Employee will have access to confidential information vital to Company's business. Accordingly, Employee consents and agrees that if Employee violates any of the provisions of paragraphs 4, 5, or 6 hereof, Company would sustain irreparable injury and that money damages will not provide adequate remedy to Company and that Company shall be entitled to have paragraphs 4, 5, or 6 specifically enforced by any court having equity jurisdiction. Nothing contained herein shall be construed as prohibiting Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Employee.

8. *Notices.* Any notice required or desired to be given under this Agreement shall be deemed given and sufficient if in writing and:

a. if to Company, sent by registered or certified mail to the address of Company as first set forth in this Agreement or to such other address as Company may hereafter designate in writing.



b. if to Employee, delivered personally or sent by registered or certified mail to the address of Employee as first set forth in this Agreement or to such other address as Employee may hereafter designate in writing.

9. *Deductions and Withholding Expenses.* Employee agrees that Company may withhold from any and all compensation paid to him pursuant to this Agreement, all federal, state, local, and/or other taxes which Company determines are required to be withheld in accordance with applicable statutes and/or regulations from time to time in effect and all amounts required to be deducted in respect of Employee's coverage under applicable Employee benefit plans. For purposes of this Agreement, all such deductions and withholdings shall be deemed to have been paid to and received by Employee.

10. *Entire Agreement.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to its subject matter, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding. The recitals stated at the beginning of this Agreement are an integral part of this Agreement.

11. *Severability.* The parties acknowledge that they understand the provisions of this Agreement and have had an opportunity to seek counsel and ask questions in regard thereto. The parties acknowledge that they have bargained for this Agreement in good faith to protect their respective legitimate business interests consistent with reasonable standards of fair dealing. Accordingly, the parties agree that should a court or similar body of competent jurisdiction determine that any part of this Agreement is invalid, partial enforcement of the Agreement or revisions of said part are appropriate. If any provision (or any part thereof) of this Agreement, including paragraphs 4, 5, and 6, as applied to either party or to any circumstances, shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the same shall in no way affect any other provision or remaining part thereof of this Agreement, which shall be given full effect without regard to the invalid or unenforceable provision or part thereof, or the validity or enforceability of this Agreement.

If any of the provisions of this Agreement, including paragraphs 4, 5, or 6, or any part thereof, are determined by a Court to be unreasonable because of the duration of such provision or the geographic scope thereof, the court shall have the power to reduce the duration or restrict or redefine the geographic scope of such provision and to enforce such provision as so reduced, restricted, or redefined.

12. *Governing Law.* The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties of this Agreement, shall be governed by the laws of the India or any other client/partners country as applicable.

13. *Waiver of Breach.* The waiver by Company of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee. No waiver shall be valid unless in writing and signed by an authorized officer of Company.

14. *Breach of Agreement - Fees and Costs.* Employee agrees to pay the costs and expenses determined by the court in part in an action for breach of this Agreement or in any action by Employee for a declaration of rights under this Agreement.



15. **Assignment.** Employee acknowledges that the services to be rendered by him are unique and personal. Accordingly, Employee may neither assign any of his rights nor delegate any of his duties or obligations under this Agreement without the written consent of Company.

16. **Headings.** The headings in this Agreement are inserted for convenience only and are not a part of this Agreement.


17. **Number and Gender.** The use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Agreement may require.

18. **Ownership of code/products.** The code developed during the Employee/Internship tenure will be completely owned by Aniworks and is a sole property of Company. It cannot be sold or shared with any other company/person or educational institution or published in public or private repositories. This code will be completely owned and copyrighted by Aniworks and its clients. Interns are encouraged to give only demo at the educational institution and screenshots can be used for project report. Code/products developed by Employee/Interns after leaving Aniworks cannot be used in other companies or sold to other companies or other projects outside Aniworks.

19. **Construction.** The parties acknowledge and agree that they have read, understood, and actively negotiated the terms of this Agreement, and participated in its drafting.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement the day and year first written above.

Aniworks Innovations Pvt Ltd,

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10/25/2021

Employee/Intern

DocuSigned by:

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October 25th, 2021

By: _____
Pramod S Kumar
Founder