

MAYHEM STUDIOS INDIA PRIVATE LIMITED

Date: 22-12-2022

Name: Arun Vinod Rajbhar

Address: Room no 12 om shanti dham chawl bhakti dham mandir santosh bhuwan nallasopara east
Maharashtra Maharashtra India 401209

SUBJECT: Transfer of employment of the Employee from GALACTUS FUNWARE TECHNOLOGY PRIVATE LIMITED / BLACKWING SOFT-TECH PRIVATE LIMITED (“**Transferor Entity**”) to MAYHEM STUDIOS INDIA PRIVATE LIMITED (“**Transferee Entity**”)

Your services will stand transferred from the Transferor Entity to the Transferee Entity (which will be undertaking the business which requires your services) with effect from 1st January 2023 (“Effective Date”), in accordance with the terms and conditions set out in the following paragraphs of this letter and any employment agreement entered into in this regard. You shall resign from the services of the Transferor Entity and be rehired under a separate employment agreement to be entered with the Transferee Entity. Notwithstanding anything herein, the terms of such new employment agreement shall supersede and govern your employment with the Transferee Entity.

The Transferor Entity and Transferee Entity are the group companies of M-League Pte. Ltd., (Company Registration Number: U72300KA2022FTC1687), a company incorporated under the laws of Singapore India) whose registered office is at MAYHEM STUDIOS INDIA PRIVATE LIMITED, 1ST FLOOR, STATESMAN MUNICIPAL NO301/34/, 1-9/IBBALUR, BEGUR, HOBLI, BANGALORE. Your period of service with the Transferor Entity shall be recognized for the purposes of calculating service benefits such as gratuity, EPF, ESI and other benefits in accordance with the applicable laws. Your service will not be interrupted by the change of employment and your past services with the Transferor Entity will be treated as being continuous.

All documents and records, including without limitation to any personal information, in connection with your employment with the Transferor Entity shall be transferred to the Transferee Entity. All your confidentiality obligations, to Transferor Entity shall continue to subsist, except in relation to any data or information relating to the business of the Transferee Entity, which you shall be expected to maintain as confidential for and on behalf of the Transferee Entity with effect from the Effective Date.

You will continue to be governed by the same terms and conditions of service as applicable to you on the date of transfer of your employment including the ‘work for hire’ and assignment of intellectual property rights, unless otherwise communicated by the Transferee Entity, and you will continue to receive the same remuneration, benefits and emoluments as you were entitled at the Transferor Entity immediately prior to the date of the transfer of your employment, with the benefit of continuity of services from your date of joining at the Transferor Entity. You will not be entitled to receive any service-related benefit or entitlement which has already been paid to you under or in connection with your employment with the Transferor Entity, or prior to the Effective Date.

CIN: U72300KA2022FTC168743

**Address: Unit Nos. 101-110/1st Floor, Statesman Municipal No. 34/ 1-9, Ibbalur,
Begur, Hobli Bangalore, Karnataka - 560103, India.**

MAYHEM STUDIOS INDIA PRIVATE LIMITED

As part of its transfer, Transferee Entity will (for the purposes of any employee statutory benefits and continuity of service give you the benefit of any period of time for which you have been employed with the Transferor Entity. For this purpose, your service date will be deemed to be the joining date of the Transferor Entity.

The Transferee Entity will be liable for, and shall pay, perform and discharge all liabilities arising from or relating to your employment with effect from and after the Effective Date, in accordance with and subject to the terms of this letter and any employment agreement with the Transferee Entity.

This letter to transfer your employment (including any benefits, accrued up to the last date of your employment) to the Transferee Entity with effect from the Effective Date shall automatically relieve you from your employment with the Transferor Entity with effect from the Effective Date.

If the Transferor Entity notifies you at any time prior to the Effective Date, of the cancellation of the proposed transfer of your employment, you will continue to remain in the employment of the Transferor Entity on your existing terms and conditions.

By way of this letter, you hereby release the Transferor Entity as well as the Transferee Entity and its affiliates, directors, officers, principals, shareholders, members, employees, agents, attorneys, successors and assigns, (collectively referred to as “**Released Parties**”) from any and all claims, charges, manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, and demands whatsoever. Further, notwithstanding anything contained herein, you and the Transferor Entity hereby acknowledge and clarify that for the period on or prior to the Effective Date, the Transferee Entity shall not have any liability for any aforementioned claims, (even if such liability for the aforementioned claims or cause of action is identified post the Effective Date).

This letter cannot be assigned or amended in any manner whatsoever except with the written consent of each of the parties hereto.

The notice and details for communications for the Transferee Entity are set out below:

Mayhem Studios India Private Limited
1ST FLOOR, STATESMAN MUNICIPAL
NO301/34/, 1-9/IBBALUR, BEGUR,
HOBLI, BANGALORE, Bangalore,
Karnataka, India,
legal@mayhem-studios.com

Further, Clause relating to (Notices) of the offer letter or original employment agreement shall be deemed to be incorporated herein by reference.

We would like to place on record our appreciation of the valuable service rendered by you in the course of your employment in the Transferor Entity and do trust that you will continue to have an equally useful and rewarding employment with the Transferee Entity.

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Kindly endorse your acceptance by signing the enclosed duplicate of this letter and returning the same to us. Note that if you accept the contents of this letter and your transfer to the Transferee Entity, the Transferor Entity shall waive any requirement on you to give any notice of termination of your employment so that you may take up employment with the Transferee Entity with effect from the Effective Date.

Yours faithfully,
For Transferor Entity



Mr. Dibyojyoti Mainak

For Transferee Entity



Mr. Ojas Vipat

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ACKNOWLEDGEMENT

I acknowledge receipt of the original of this letter setting out the transfer of my employment from the Transferor Entity to Transferee Entity, and with mutual consent and with effect from the Effective Date, agree to such transfer as stated above. I confirm that I have read, understood, and agree with the matters set out above, and will accept the offer of employment with the Transferee Entity with effect from the Effective Date on the terms set out in this letter and any employment agreement with the Transferee Entity.

Subject to the occurrence of the Effective Date, I hereby also agree to release the Released Parties from any claim whatsoever which I may have against it in relation to the transfer of my employment from the Transferor Entity to the Transferee Entity.

Arun Vinod Rajbhar
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