

**STATEMENT OF THE MAIN TERMS AND CONDITIONS OF EMPLOYMENT
PURSUANT TO SECTION 1 OF THE EMPLOYMENT RIGHTS ACT 1996 (as
amended)**

NAME OF EMPLOYER: Sumo Video Games Pvt Ltd (the "Company")

ADDRESS OF EMPLOYER: MCCIA Trade Tower
B- Wing
Office no. 205 & 206
Senapati Bapat Road
Pune – 411016
Maharashtra
INDIA

NAME OF EMPLOYEE: Ashish Tosh

ADDRESS OF EMPLOYEE: INSERT ADDRESS

1. COMMENCEMENT OF EMPLOYMENT

1.1 Your period of continuous employment with the Company will begin on **1st July 2020**.

1.2 Your probation period will be for 3 months but can be extended if so desired by the Company during which time your employment may be terminated with a week's notice if your work falls below the appropriate standards.

2. RESPONSIBILITIES

2.1 Your job title will be **Senior Programmer** and you will be directly responsible to **Technical Director** for the functions and duties of your title. The title does not limit or define the work which you are employed to do and you may be required to do any other work which the Company may from time to time require.

2.2 Your role may involve travel outside of India and your employment is conditional on your continuing ability to obtain necessary visas and/or immigration clearance to visit foreign countries during your duties. You therefore have a continuing duty to advise the Company of any criminal convictions you may be subject to during your employment as these may affect your ability to obtain such visas or clearance. Where you are convicted of a criminal offence which is relevant to your role and/or prevents you from obtaining necessary visas and/or immigration clearance the Company reserves the right to terminate your employment based on gross misconduct and/or capability.

3. PAY

3.1 You will be paid at a rate of **Rs. 39,56,000** per annum payable monthly in arrears on the last banking day of each month. Your salary will be paid directly into a bank account nominated by you in writing.

3.2 Remuneration Negotiated on a Cost to Company (CTC) Basis

Employees have the right to choose the best tax efficient way to denominate their salary within prescribed guidelines in order to make efficiencies regarding personal Income tax.

Below is a list of allowances that can be selected. A complete listing will be provided to you by payroll:

- Basic Pay (35% of total Pay)
- Housing Rent Allowance (40% of Basic Pay) –
- Transport Allowance (For commuting from home to workplace)
- Special Allowance (After allocating CTC to different heads, what remains is this. Fully taxable for the employee.)
- Medical Reimbursement (For domiciliary treatments-doctor's fee and bills of medicines purchased to be submitted to claim this amount. Tax exempt.)
- Leave Travel Allowance (Yearly component given once a year against submission of bills. Exempt from Tax.)
- Fuel and Vehicle Maintenance Reimbursement
- Food Coupons (Given instead of Food allowance so that employees could get tax benefit).
- Employer's contribution to Provident Fund (PF)

Employees make their CTC breakdown selections upon joining the company and these will remain in place until the annual review. Employees will have the opportunity to revise the breakdown/selection on an annual basis, at the time of a pay review or life-changing event. Changes cannot be made to the breakdown on a month to month basis.

4. HOURS OF WORK

41 Your normal hours of work 37.5 hours per week, five days per week, Monday to Friday inclusive. A one-hour lunch break is not included in the calculation of your weekly hours.

42 You may be required to work such hours outside of normal working hours as are necessary to discharge your duties to the Company under the terms of your employment for which no additional salary will be paid.

5. HOLIDAYS AND LEAVE PAY

51 You are entitled to 21 days' paid leave per annum in addition to the usual statutory holidays. You can take a maximum number of 10 working days' holiday at any one time. The Company's holiday year runs from 1 January to 31 December each year. All holiday must be agreed in advance by your manager.

52 If, on leaving, you have taken more holiday than your proportionate entitlement, you will be required to reimburse the Company in respect of the excess holidays taken. The Company reserves the right to deduct such payment from any final salary owed to you, as calculated in accordance with the formula below:

$$\frac{\text{Annual Salary} \times \text{Accrued Holiday}}{260}$$

53 You are required to take all of your annual holiday within that holiday year. You are not permitted to carry holiday entitlement over from one year to the next.

6. SICKNESS

If you are absent from work for any reason, you must notify your manager as soon as possible on the first day of absence and preferably before 1.00 pm explaining the reason for your absence. Upon returning to

work you are required to complete a self-certification form. If you are absent through injury or illness for more than 7 consecutive calendar days, you must provide the Company with a doctor's medical certificate. During a period of continued absence, a further doctor's medical certificate is required upon the expiry of an existing certificate.

7. PLACE OF WORK

You will be based at the Company's premises at MCCIA Trade Tower, B- Wing, 2nd Floor, Office No. 205 & 206, Senapati Bapat Road, Pune – 411016, Maharashtra. INDIA. However, the Company reserves the right to require you to work on a temporary basis at any other premises from time to time in order to meet operational requirements. This may include working outside India. This will be limited to a maximum of three consecutive weeks in any two-month period. The Company will meet any reasonable expenses incurred as a result. You will be notified in advance of the address of any other premises at which you will be required to work.

8. NOTICE OF TERMINATION OF EMPLOYMENT

81 By the Employee: You must give one calendar months' notice in writing to terminate your employment with the Company. If the Company deems fit, the Company may at its sole discretion accept the termination of your employment at a notice period, which may be shorter than the said three months' notice period.

82 By the Company: If the Company wishes to terminate your employment, you will be entitled to thirty days' notice or wages in lieu of such notice if you have been in continuous employment of the company for at least a year, or fourteen days' notice or wages in lieu of such notice if you have been in continuous employment for less than a year but more than three months.

83 The Company reserves the right to make a payment in lieu of notice. Where a payment in lieu of notice is made, no holiday entitlement arises in respect of the period in lieu of which payment is made.

84 Upon the termination of your employment, you will deliver to the Company before the end of your employment, or if that employment ends without notice, immediately after its end, all documents, records and property belonging to the Company which are in your possession, including all documents and records made by you in the course of your employment relating to the affairs of the Company, including computer lists, disks or programs, diaries, client record cards, telephone lists, pricing lists and technical data.

85 The employee will not at any time make any copy, abstract, summary or précis of the whole or any part of any documents, computer program or record belonging to the Company, except when required to do so in the course of your employment, in which event the disk, program, copy, abstract, summary of precis shall belong to the Company and shall likewise be delivered up immediately upon termination of your employment.

9. CONFIDENTIAL INFORMATION

You are required NOT to divulge to any individual, firm or Company any information acquired by you in the course of, or for the purposes of, your employment. Any breach of your duty of confidentiality may result in disciplinary action including dismissal being taken. You will be required upon the commencement of your employment to accept and abide by the confidentiality agreement. For more information, please refer to the HR Policy Handbook.

10. GRIEVANCE PROCEDURE

If at any time you have a grievance relating to your employment, you should raise the matter (orally) in the first instance with your head of department as soon as possible who will take the appropriate action. For more information, please refer to the HR Policy Handbook.

11. DISCIPLINARY PROCEDURE

The Company's disciplinary rules are set in the HR Policy Handbook.

12. OUTSIDE INTERESTS

12.1 You shall be required to devote the whole of your time and attention during working hours or during time spent on Company premises to discharge your duties. You must not, during the continuance of your employment without the consent of the Company undertake, be engaged or interested, either directly or indirectly, in any capacity, in any trade business or occupation whatsoever other than the business of the Company.

12.2 You shall not, during the continuance of your employment, directly or indirectly, on your own behalf, or on behalf of any person firm or Company employ, or offer to employ, or attempt to employ, or entice away, or enter into partnership with, or attempt to enter into partnership with, any employee of the Company.

13. RESTRICTIVE COVENANTS

13.1 In the course of your employment, you will acquire confidential information, trade secrets and knowledge about the business, operations, clients and connections of the Company and you agree to enter into the restrictions in this clause for the purpose of protecting those interests of the Company.

13.2 You shall not for a period of 6 months after the termination of your employment, directly or indirectly, on your own behalf, or on behalf of any person firm or company:

13.2.1 solicit or canvass the custom of any person firm or company who during the 12 months prior to the termination of your employment was a customer or potential customer of the Company and (in the case of a customer) from whom you had obtained business or to whom you had provided services on behalf of the Company or (in the case of a potential customer) with whom you had dealt with a view to obtaining business;

13.2.2 deal with any person, firm or company who during the 12 months prior to the termination of your employment was a customer or potential customer of the Company and (in the case of a customer) from whom you had obtained business or to whom you had provided services on behalf of the Company or (in the case of a potential customer) with whom you had dealt with a view to obtaining business;

13.2.3 employ, or offer to employ, or attempt to employ, or entice away, or enter into partnership with, or attempt to enter into partnership with, any employee of the Company who was employed by the Company at the time of the termination of your employment.

13.3 Should any provision of this section of the Agreement or any part of any provision be rendered void or unenforceable, then that provision or that part of that provision should be deleted (or, in the case of the period of application be modified if necessary to make it valid) and, as far as the context allows, all

other provisions of this agreement shall be unaffected.

134 The restrictions contained in this clause are considered by the parties to be reasonable in all the circumstances.

14. DESIGNS AND INVENTIONS

14.1 All designs, inventions, programs, discoveries or improvements (including, without limitation, designs and specifications, routines, computer code, computer artwork and characters to be used in computer games) ("Designs and Inventions") and all intellectual property rights (of whatever nature) arising therein, created, conceived apprehended or learned by you during the course of or arising out of your employment (whether alone or together with any other person or persons) and which concern or are applicable to products or articles manufactured or sold by or to services provided by the Company from time to time shall be the exclusive property of the Company.

14.2 Any such Designs and Inventions shall be disclosed to the Company whether created, conceived apprehended or learned by you during the course of your employment.

14.3 You shall at all times whether during the course of or after the termination of your employment:

14.3.1 not without the prior written consent of the Company apply for any patent, design or copyright (where appropriate) registration as the case may be either in the United Kingdom or in any other part of the world for any such Design or Invention so created, conceived or made by you during the course of your employment with the company;

14.3.2 if and whenever required by the Company to do so (and in such manner as the Company shall in its sole discretion decide) cooperate in the application by the Company for patent or design registration in the United Kingdom and as the Company may require any other part of the world for any such Design or Invention so conceived or made by you during the course of your employment with the company and shall sign all such documents and do all such things as may be necessary effectively confirming the vesting of all the applications at any time and from time to time pending and all resulting patents and design registration when granted and all right title and interest to and in the same in the Company absolutely as sole beneficial owner or as the Company may require;

14.3.3 upon demand by the Company sign all such documents execute all such deeds and do all such things as may be necessary for the purpose of obtaining patent or design registration for any such Designs or Inventions in any country in the world and for effectively vesting all and any such patents and design registrations in the Company as sole beneficial owner or as the Company may require;

14.3.4 upon demand by the Company sign all such documents execute all such deeds and do all such things as may be necessary for the purpose of confirming that any and all copyright (including, without limitation, copyright in software) and unregistered design rights arising in the Designs and Inventions vests in the Company upon the creation of such Designs and Inventions.

14.4 You shall hereby irrevocably appoint and authorize the Company to act as your attorney and agent for the purposes of executing and/or signing all or any such documents as may be required to give the Company (and/or its nominee and/or assignee) the full benefit of the provisions of this clause.

14.5 The Company shall pay all expenses in connection with any application for patent or design registration and the preparation of documentation to confirm the vesting of copyright or unregistered design right in the Company pursuant to this clause.

14.6 The Company shall hold you indemnified against all liabilities to third parties in connection with or arising out of all and any applications and all and any resulting patents and design registrations which may be granted if and to the extent that any such liabilities arise from the act or default of the Company.

14.7 It shall be presumed (but subject to proof to the contrary) that the subject matter of any application for a patent or design registration filed by you or any assignee or agent of yours within 12 months after the termination of your employment and relating to goods or services of a kind with which you were concerned in the course of your duties at any time during the currency of your employment is a Design or Invention made by you during the currency of your employment.

15. Changes

The Company reserves the right to make reasonable changes to any of the terms of your employment. You will be notified of any such changes by means of a personal written statement detailing the changes, no later than one month after the date of such change

DECLARATION

Issued on behalf of Sumo Video Games Pvt. Ltd.



Carl Cavers
CEO

Date: 7th July 2020

I, **Ashish Tosh**, hereby accept and acknowledge receipt of the written particulars of employment, of which this document is an accurate copy as set out above and agree to accept and abide by them.

Signed date