



Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

05-Apr-2024

ATTN: Kanishka Mogha

Email: [kanishkamogha20@gmail.com](mailto:kanishkamogha20@gmail.com)

### **Employment Agreement**

Dear Kanishka,

Welcome to the Junglee Games family!

It gives us immense pleasure to make you an offer to join us as one of our valuable team members.

We are pleased to appoint you as our **SDET - II** at Junglee Games India Pvt. Ltd. at our **Gurgaon** office.

The terms and conditions of your employment, which govern the basis of our mutual relationship, are set out below:

#### **1. Glossary of Terms**

The terms "Employee" and "Company" have been used to mean the following:

Employee: The person to whom this Employment Agreement is addressed to  
**"Kanishka Mogha"**.

Company: Junglee Games India Pvt. Ltd.

#### **2. Employment Date and Remuneration**

- Your employment with the Company shall commence on the day of your joining, i.e. **25-Apr-2024**, failing which this employment offer shall stand automatically withdrawn.
- Your total compensation per annum, on a cost to company (CTC) basis, will be **INR 21,93,971 /- ( Twenty One Lakh Ninety Three Thousand Nine Hundred Seventy One Only )** . The Company reserves the right to structure the components of the compensation in accordance with the applicable laws. The compensation structure is subject to change by the management of the Company from time to time. The main components of the compensation is listed below:

1. Your Fixed compensation will be **INR 19,00,000/- ( Nineteen Lakh Only )** per annum.
2. You are also entitled to a Company Performance Bonus of upto **INR 1,90,000/- ( One Lakh Ninety Thousand Only )** disbursed annually based on revenue and profitability milestones set by the Company. You must be an active employee at JungleeGames and not serving any notice period at the time bonus is paid, typically in April at the end of financial year in India.
3. You are eligible to receive Gratuity as per the provisions of the Gratuity Act. The current annual entitlement being **INR 31,971/- ( Thirty One Thousand Nine Hundred Seventy One Only )** .
4. You are also eligible to receive annual employee benefits of **INR 72,000/- ( Seventy Two Thousand Only )** on a pro-rata basis as per the company policy.





Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

### 3. Confidentiality:

- A. **Definition. "Confidential Information"** means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets there for, customer lists and customers (including, but not limited to, customers of the Company on whom the Employee called or with whom the Employee became acquainted during the term of this Agreement), software, development, inventions, source code, algorithms, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include information that (i) is known to the Employee at the time of disclosure to the Employee by the Company as evidenced by written records of the Employee, (ii) has become publicly known and made generally available through no wrongful act of the Employee or (iii) has been rightfully received by the Employee from a third party who is authorized to make such disclosure.
- B. **Nonuse and Nondisclosure.** The Employee will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of Work and Services at the Company as an Employee, or (ii) disclose the Confidential Information to any third party. The Employee agrees that all Confidential Information will remain the sole property of the Company. The Employee also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information, and agrees to sign and abide by the Terms and Conditions of the Company's Non-Disclosure Agreement attached in the form of Exhibit A. Without the Company's prior written approval, the Employee will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that the Employee has this arrangement with the Company.
- C. **Former Client Confidential Information.** The Employee agrees that the Employee will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer of the Employee or any other person or entity with which the Employee has an agreement or duty to keep in confidence information acquired by the Employee, if any. The Employee also agrees that the Employee will not bring to the Company's premises any unpublished documents or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.
- D. **Third Party Confidential Information.** The Employee recognizes that the Company may receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that, during the term of this Agreement and thereafter, the Employee owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Work and Services at the Company consistent with the Company's agreement with such third parties.
- E. **Return of Materials.** Upon the termination of this Agreement, or upon the Company's



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earlier request, the Employee will deliver to the Company all of the Company's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that the Employee may have in the Employee's possession or control. Further, the Employee agrees that during the Employee and the Company's engagement, the Employee shall not make, use or be permitted to use any notes, memoranda, records, files, computer programs, data or any other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs except for the benefit of the Company. In addition, the Employee agrees that the Employee shall not, after the termination of employment, use or be permitted to use any such notes, memoranda, records, files, computer programs, algorithms, source code, data or other materials. It is being agreed that any of the foregoing shall be, and remain, the sole and exclusive property of the Company and that immediately upon the termination of employment, the Employee shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.

- F. **Employment details.** The Employee is required to strictly maintain the secrecy of the Company's business and operations and ensure that the Employee does not divulge, or communicate in any manner, any information regarding the Employee's remuneration and terms of employment to any other employee of the Company, except the founders of the Company.

Any breach of the above stated provisions shall be treated as a gross violation of the terms herein and Employees services and employment is liable to be terminated without notice.

#### 4. Non-Solicitation of the Company's Employees, Associates, Clients and Customers

- A. *Non-Solicitation of Work from the Company's Customers or Clients.* The Employee, shall not, during the term of this Agreement and within two years of the termination or expiration of this Agreement, solicit, offer or in any way provide services or direct an Employee or organization or anyone to solicit, offer or provide services to any of the Company's customers or clients, or engage in projects or engagements to which the Employee had been assigned without the prior written consent of the Company. The Employee agrees that the violation of this section will result in compensatory damages and attorneys' fees payable by the Employee to the Company as determined by an appropriate court of justice within NCT Delhi, India.

"Customer(s)," for the purpose of this Section, is further specifically defined as the Company's customer(s) where the Employee is providing or has provided work or services in any format including developing products used by the Customer. This Section shall further apply for customers where the Company introduces the Employee as a part of the Company's team for any purpose.

- B. *Non-Solicitation of the Company's Associates and Employees.* The Employee shall not, during the term of this Agreement and within two years of the termination or expiration of this Agreement, directly or indirectly solicit, divert, take away, hire, recruit, entice or attempt to solicit any associate or employee of the Company for any purpose.

All projects, services, work and engagements for the purpose of this Section are further specifically defined herein, but are not limited to, as all development, marketing, design and support of software or hardware products and services rendered by the Company.

#### 5. Intellectual Property and Materials Ownership



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- A. **Company Materials.** All pre-existing inventions, improvements, developments, concepts, discoveries and other proprietary information developed or acquired by the Company prior to or independent of this Agreement (collectively referred to as the “Company Materials” hereinafter) that are provided to the Employee by the Company or are otherwise used by the Employee in connection with the Employee’s Work and Services to the Company are and shall remain the property of the Company or its licensors, which retain all intellectual property rights thereof. The Employee obtains no right or title to, or interest therein, except that the Employee may use the Company Materials as necessary for the Employee to perform the Employee’s work for and services to the Company.
- B. **Employee Materials.** All pre-existing inventions, improvements, developments, concepts, discoveries or other proprietary information that the Employee developed or acquired prior to and independent of this Agreement (collectively referred to as “Employee Materials” hereinafter) that are provided to the Company by the Employee or are otherwise used by the Employee in connection with the Employee’s work and services and derivative works thereof are and shall remain the property of the Employee or its licensors, which retain all intellectual property rights thereof. Notwithstanding the above, to the extent that the Employee Materials are used or incorporated into any Inventions (as defined below), the Company shall have a worldwide, royalty-free, non-exclusive, and irrevocable right to use, sell, assign or transfer such Employee Material. Subject to Section 3.C, the Employee, only after obtaining prior written permission from the Company, shall (1) Incorporate Employee Materials into any Invention; and (2) Incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention.

If Employee fails to obtain written permission from the Company, the Material with the incorporation cited in afore mentioned points (1) and/or (2) becomes the sole property of the Company with all irrevocable rights.

- C. **Assignment.** The Employee agrees that other than the Employee Materials, all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, products and trade secrets conceived, discovered, developed or reduced to practice by the Employee, individually or in collaboration with others, during the term of this Agreement that relate in any manner to the business of the Company that the Employee may be directed to undertake, investigate or experiment with or that the Employee may become associated with in work, investigation or experimentation in the Company’s line of business in performing the Employee’s Work and Services under this Agreement (collectively referred to as “Inventions”) are the sole property of the Company. The Employee also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.
- D. **Further Assurances.** The Employee agrees to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights over Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other



Jungle Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

intellectual property rights relating to all Inventions. The Employee also agrees that the Employee's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

- E. **Attorney-in-Fact.** The Employee agrees that if the Company is unable, because of Employee's unavailability, dissolution, mental or physical incapacity or for any other reason, to secure the Employee's signature for the purpose of applying for or pursuing any application for any India or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 3.A, then the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agent and attorney- in-fact, to act for and on behalf of the Employee to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by the Employee.
- F. **Private Label.** All aspects of the Employee's Work and Services (work, communication, etc.) during the term of this Agreement shall be done under the Company's name. The Employee shall strictly adhere to the principle that they are an integral piece of the Company's workforce and shall operate under the Company's name only. Upon the termination of this Agreement, the Employee shall only showcase the Work and Services performed under this Agreement (1) upon obtaining written permission of the Company in advance, and (2) by giving credit to the Company in any showcase (e.g., "While working with the Company, the Employee created...").

## 6. Conflicting Obligations.

- A. **Conflicts.** The Employee certifies that the Employee has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that precludes the Employee from complying with the provisions of this Agreement. The Employee will not enter into any such conflicting agreement during the term of this Agreement. The Employee's violation of this Section 6.A will be considered a material breach and gross violation of this Agreement.
- B. **Substantially Similar Designs.** In view of the Employee's access to the Company's trade secrets and proprietary know-how, the Employee agrees that the Employee will not, without the Company's prior written approval, design for any third party identical or substantially similar designs as those developed under this Agreement and during the term of this Agreement. The Employee acknowledges that the obligations in this Section 6 are ancillary to the Employee's non-disclosure obligations under Section 3.
- C. **Reports.** The Employee also agrees that the Employee will, from time to time during the term of this Agreement or any extension thereof, keep the Company advised of the Employee's progress in performing the Employee's work under this Agreement. The Employee further agrees that the Employee will, as requested by the Company, prepare written reports with respect to such progress every week.

## 7. Non-Competition

During the period of the Employee's employment by the Company, and for a period of two (2) years after the termination of such employment, the Employee agrees that the Employee will not, directly or indirectly, alone or as a partner, officer, director, contractor or employee of any other company or business organization, or with ownership interests in any company



Jungle Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

or business organization, engage in any business activity that is directly competitive with the business of the Company.

Business for the purpose of this Section is further specifically defined herein as, but is not limited to, all development, marketing, design and support of software or hardware products and services rendered by the Company.

The Employee agrees the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of the Employee's employment. This clause shall be binding on the Employee even after the termination of the Employee's services and company.

## 8. Indemnification

- A. *Indemnification of the Company.* The Employee agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, and costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any failure of the Employee to perform the Employee's work and services in accordance with all applicable laws, rules and regulations, or (ii) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work or product of the Employee under this Agreement.
- B. *Consequential Damages.* In no event shall either Party be liable to the other for consequential damages resulting from default in the performance of its obligations under this Agreement, provided, however, that this Section shall not limit either Party's obligation to provide indemnities pursuant to **Section 3** and **Section 5** hereof or the Employee's obligation under **Section 8.A**.
- C. *Non-Disparagement.* During the term of employment and thereafter, the Employee agrees to take no action which is intended to, or would reasonably be expected to, harm the Company or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company.

## 9. Jurisdiction and Arbitration and Equitable Relief

- A. **Governing Law.** Even though the Company may send the Employee overseas for on-site work, or to any other location, any issues arising out of the Employee's contract of employment shall be governed by the laws of India, and the courts of NCT Delhi, India, shall have exclusive jurisdiction.
- B. **Arbitration.** The Employee agrees that any and all controversies, claims or disputes with anyone (including the Company and any employee, officer, director, stockholder or benefit plan of the Company, in its capacity as such or otherwise) arising out of, relating to or resulting from the Employee's performance of the Employee's Work and Services under this Agreement or the termination of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth in NCT Delhi Code of Civil Procedure and pursuant to the law of NCT Delhi, India. THE EMPLOYEE AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY STATUTORY CLAIMS UNDER STATE OR NATIONAL LAW. The Employee understands that this Agreement to arbitrate also applies to any disputes that the Company may have with the Employee.





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- C. **Procedure.** The Employee agrees that any arbitration will be administered by an Arbitration party (third party) chosen by the Company, and that a neutral arbitrator will be selected in a manner consistent with its then current commercial arbitration rules. The Employee agrees that the arbitrator will have the power to decide any motions brought by any Party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The Employee agrees that the arbitrator will issue a written decision on the merits. The Employee also agrees that the arbitrator will have the power to award any remedies, including attorneys' fees and costs, available under applicable law. Each Party shall bear their own cost of the arbitration.
- D. **Availability of Injunctive Relief.** In addition to the right under the Rules to petition the court for provisional relief, both Parties agree that any Party may also petition the court for injunctive relief where either Party alleges or claims a violation of Sections 3 (Confidentiality), 5 (Intellectual Property and Materials Ownership) or 6 (Conflicting Obligations) of this Agreement or any other agreement regarding trade secrets, confidential information or non-solicitation. In the event either the Company or the Employee seeks injunctive relief, the prevailing Party will be entitled to recover reasonable costs and attorneys' fees.

#### 10. Probation Period, Confirmation and Leave Entitlement

- A. Your services shall be on probation for **90 days**. Subsequent to the completion of the probation period your services shall be confirmed. During the probation period the company shall possess the rights to extend your probation period.
- B. Your employment with the Company shall remain conditional and contingent upon completion of a positive background verification to the Company's satisfaction, as per its standard practices, and you hereby consent to the Company to undertake such background verification. The background verification may be conducted by the Company directly or through a third-party service provider. This Agreement may be terminated by the Company without any notice or pay in lieu thereof if the background verification is not to the Company's satisfaction.
- C. Your leave entitlement would be as per the policy of the company formulated from time to time. Please refer to **Junglee Games Vacation and Time-Off policy**.

#### 11. Termination and Notice Period

- A. Subject to other provisions in this agreement, during probation period the company shall be entitled to terminate this agreement by giving a prior written notice of 30 (thirty) days and post probation period a prior notice of 2 (two) months. The company shall be entitled to take all such actions as the company may consider necessary or reasonable to protect its interest including requiring you to not attend office and be on leave. The company shall continue to pay and provide compensation and benefits during this period.
- B. The Company may terminate the employment at any time, with or without a set notice period, on account of non-completion of duties and responsibilities assigned or on non-performance or for any offence committed towards the Company and its employees or for any breach of any section of this agreement by the Employee at any time during the employment, as judged by the Company management, stating or without stating the cause.



Jungle Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

- C. You shall have the right to terminate your employment with the company by giving 30 (thirty) days prior written notice during probation; and 2 (two) months prior written notice after completion of probation period. If adequate notice as aforesaid is not provided by you while resigning from the employment of the company, a proportionate deduction of basic salary shall be made to cover the notice period. However, in exceptional cases, the company may at its sole discretion, reduce the aforesaid notice period or accept payment of notice pay in lieu thereof.
- D. If the employment is terminated by the Employee or the Company within one year of the employment commencement date, the Employee will not be eligible for any Bonus payments, Paid Benefits or ESOPs, subsequent to which the Company reserves the right, at its sole discretion, to not pay, retract and recover all Bonuses, Paid Benefits and ESOPs issued to the Employee above and beyond the prorated value earned. If the Employee's employment is terminated or the Employee chooses to resign from the company, the Employee is not eligible for any Bonus, Paid Benefits or ESOPs pay-out for the present or past fiscal quarter from the date of the Employee's employment termination or resignation.
- E. If the employment is terminated by the Employee or the Company, the Employee is not eligible for any leaves except for the earned leaves of 1.50 days/month until the date of employment, and as per the Company's Benefits policy, the Company reserves the right to recover reimbursements of any Paid Benefits provided during the twelve months preceding the date of termination. Any leaves taken, including sick days, vacations and work from home, deemed to be over the amount of the Employee's Earned Leaves shall be deducted from the final salary and settlement payment of the Employee. If the employment is terminated before the completion of **90 days** of service, the Employee will be eligible for no leaves or paid benefits and any leaves or paid benefits taken shall be deducted from the final salary and settlement payment of the Employee.
- F. The Employee will follow all Company policies outlined and detailed in the Employee Handbook, shared with and signed by the Employee. Violation of any Company policy listed in the Employee Handbook shall be considered non-completion of duties and responsibilities by the Employee, judged solely by the Company management, for which the Company may terminate the employment at any time, with or without a set notice period.
- G. Upon termination of the employment by the Employee, all rights and duties of the Company and the Employee toward each other shall cease, except:

**Section 3** (Confidentiality), **Section 4** (Non-Solicitation of the Company's Employees, Associates, Clients and Customers), **Section 5** (Intellectual Property and Materials Ownership), **Section 6** (Conflicting Obligations), **Section 7** (Non-Competition), **Section 8** (Indemnification), **Section 9** (Jurisdiction and Arbitration and Equitable Relief) and **Section 10** (Termination and Notice Period) which will survive termination of this Agreement.

## 12. Other Terms and conditions

- A. The Employee agrees, while under employment of the Company, not to undertake employment, whether full-time or part-time, of any other organization/entity engaged in any form of business activity, without the consent of the Company. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at any time at the discretion of the company.





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- B. While under employment, the Employee will maintain an excellent standard of honesty, discipline, efficiency, and integrity, and complete the work assigned to the Employee to the best of the Employee's ability. The Employee will discharge duties diligently and shall devote time and attention to the interests of the Company. The Employee will follow all Company policies outlined and detailed in the Employee Handbook, shared with, and signed by the Employee.
- C. If any information furnished by the Employee in the application of employment or during the selection process is found to be incorrect, and/or if it is found that the Employee has suppressed any information in respect to the Employee's qualifications and experience, the Company reserves the right to terminate the Employee's services and employment at any time without notice or compensation in lieu of notice.
- D. While under employment, the Employee is required to inform the Company of any change in the Employee's residential/correspondence address, along with the phone numbers and email addresses, failing which any communication sent to the Employee's last recorded address shall be deemed to have been received by the Employee.
- E. Employer and Employee contributions to Provident Fund during the Employee's employment with the Company, as and when the Employee submits undertaking for PF deduction, shall be made by deduction of the corresponding amount from the Employee's special allowance so that the CTC remains unchanged.
- F. Assign ability. Except if otherwise provided in this Agreement, the Employee may not sell, assign or delegate any rights or obligations under this Agreement.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the Parties regarding the subject matter of this Agreement.
- H. Headings. The headings used in this Agreement are for reference only and shall not be considered when interpreting this Agreement.
- I. Notices. Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested), or sent via email (with receipt of confirmation of complete transmission) to the Party at the Party's address or email address written below or at such other address or email address as the Party may have previously specified by like notice. If the communication/notice is sent by mail, delivery shall be deemed effective 3 business days after mailing in accordance with this Section 11.I).

**1) If to the Company, to:**

Attn: Priya Surana  
Jungle Games India Pvt Ltd. CoWrks,  
5th Floor, DLF Tower 10A, DLF Phase  
2, Sector 24,  
Gurugram - 122022, Haryana.

Email - [hr@junglegames.com](mailto:hr@junglegames.com)



*Junglelee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.*

**2) If to the Employee,** to the last address of Employee provided by Employee to the Company.

- J. Attorneys' Fees- In any action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- K. Force Majeure- No delay or failure of performance by either Party under this Agreement will be considered to be a breach hereof if and to the extent that an occurrence or occurrences beyond the control of the party affected caused such delay or failure of performance. The foregoing will not be considered a waiver of either Party's obligations under this Agreement, and as soon as such occurrence or occurrences cease, the Party affected thereby will promptly fulfill its obligations under this Agreement that accrued during such occurrence or occurrences. Should an event of force majeure last more than 30 (thirty) consecutive days, the Party not claiming such event shall have the right to terminate this Agreement upon written notice to the other party.
- L. Severability- If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.



Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

**We wish you the very best and welcome you to our organization.**

**Junglee Games India Pvt. Ltd.**

**Employee**



Signature:

Name: Priya Surana

Name: Kanishka Mogha

Title: AVP- Employee Experience & TA

Title: SDET - II

**Documents Required:**

1. 10<sup>th</sup> and 12<sup>th</sup> standard or Post-Secondary graduation certificate
2. & ID proof (Passport/ Voters card)
3. Resignation submitted to/ relieving letter from the previous employer.
4. Address 2 passport size photographs
5. Last 3 Salary Slips from Previous Employment
6. Self-signed copy of PAN and Aadhar Card
7. EPF passbook (for UAN and EPF no.)
8. Canceled cheque/ 1<sup>st</sup> page of bank passbook (For Bank account details)

I, **Kanishka Mogha** acknowledge that I have received a signed copy of my Appointment Letter and other formal documents related to my employment with Junglee Games India Private Ltd.

**Agreed & Executed Date**

**05-Apr-2024**



Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

## EXHIBIT A

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (referred to hereinafter as the "Agreement") is entered into by and between Junglee Games India Pvt. Ltd., for itself and its subsidiaries and affiliates ("Junglee"), and **Kanishka Mogha** ("Employee")

WHEREAS Junglee and the Employee are hereinafter collectively referred to as "Parties".

WHEREAS the Parties recognize the need to disclose Confidential Information (as defined below) to each other and to provide for the protection of that information in connection with all Junglee activities including, but not limited to, development, design, sales, operation, support and marketing activities related to the Employee's job responsibilities and scope of employment.

WHEREAS Junglee is hereinafter considered the Discloser and the Employee is the Recipient

#### THE PARTIES AGREE AS FOLLOWS:

- 1) The Agreement is effective as of **25-Apr-2024**
- 2) The Confidential Information disclosed by Junglee ("Discloser") under this Agreement ("Confidential Information") is described generally as any and all current and future product information, roadmap, technical or financial information, facilities tours, customer names, potential customers, address and related data, contracts, practices, procedures, and other business information including, but not limited to software, source code, algorithms, reports, strategies, plans, documents, drawings, machines, tools, models, inventions, patent disclosures, samples, materials, and request for proposals that may be communicated between the Parties whether in written, oral, electronic, website-based, or other form.
- 3) The Employee receiving Confidential Information ("Recipient") will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to the Recipient's own similar information to protect the Confidential Information and to prevent: any use of Confidential Information not authorized in this Agreement; dissemination of Confidential Information to any employee of the Recipient without a need to know; communication of Confidential Information to any third party; or publication of Confidential Information. Further, the Recipient will use the Confidential Information only for the purpose of and in connection with the Parties' business relationship.
- 4) The Recipient will have a duty to protect Confidential Information: if it is so marked or is accompanied or supported by documents clearly and conspicuously designating them as "confidential" or the equivalent; or if it is identified by the Discloser as confidential before, during or promptly after its presentation or communication. Notwithstanding the foregoing, no labeling or marking of the materials by the Discloser shall be necessary if the subject matter of the information disclosed is such that its confidential nature would be apparent to a Recipient exercising reasonable judgment.
- 5) This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which: was known to the Recipient before receipt from the Discloser; is or becomes publicly available through no fault of the Recipient; is rightfully received by Recipient from a third party without a duty of confidentiality, is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; is independently developed by the Recipient without a breach of this Agreement; or is disclosed by the Recipient with the Discloser's prior written



*Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.*

approval. If the Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that the Discloser may contest the disclosure or seek a protective order.

- 6) This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which: was known to the Recipient before receipt from the Discloser; is or becomes publicly available through no fault of the Recipient; is rightfully received by Recipient from a third party without a duty of confidentiality, is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; is independently developed by the Recipient without a breach of this Agreement; or is disclosed by the Recipient with the Discloser's prior written approval. If the Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that the Discloser may contest the disclosure or seek a protective order.
- 7) The Recipient shall immediately notify the Discloser in the event of any loss or unauthorized disclosure of any Confidential Information.
- 8) The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has been issued or that may be issued, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. Both Parties agree not to issue or release, without prior written agreement, any statements, articles, advertising, publicity or other matter relating to any Confidential Information (including the fact that a meeting or discussion has taken place between the Parties) or mentioning or implying the name of the other Party to any press, media or any other individuals or third parties, except as may be required by law, in which case that may be done only after providing the other party with an opportunity to review and comment thereon.
- 9) Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Discloser and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Discloser.
- 10) The Recipient shall not use any Confidential Information, including, but not limited to, customers, potential customers, projects or potential projects, disclosed by the Discloser to the Recipient, to directly or indirectly compete against the Discloser.
- 11) This Agreement shall terminate or expire two (2) years after the Employee's termination of employment from Junglee, as subject to the conditions set out in the Employee Agreement and the Offer Letter signed between the Employee and Junglee. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the Parties and shall be binding upon the Recipient's heirs, successors and assigns. The Recipient's obligations with respect to all Confidential Information shall be terminated only pursuant to Section 5.
- 12) Upon termination of the Agreement, or upon written request of the Discloser, the Recipient shall promptly return to the Discloser all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.
- 13) Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement.
- 14) THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF DELHI, INDIA. This Agreement shall not be amended except in writing signed by



*Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.*

both Parties hereto.

- 15)** This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Party.
- 16)** The Recipient hereby agrees that breach of this Agreement will cause the Discloser irreparable damage for which recovery of damages would be inadequate, and that the Discloser shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
- 17)** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail (return receipt requested) and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or the other address that either Party may specify in writing.
- 18)** If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree that the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law.





Junglee Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

**Junglee Games India Pvt. Ltd.**

**Employee**



Signature:

Name: Priya Surana

Name: Kanishka Mogha

Title: AVP- Employee Experience & TA

Title: SDET - II

Date: 05-Apr-2024



Jungle Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

Annexure

**Candidate Name: Kanishka Mogha**

**Designation: SDET - II**

**DOJ: 25-Apr-2024**

Components	Amount (INR) (Per Annum)	Amount (INR) (Per Month)
<b>Fixed Compensation</b>		
Basic Salary	6,65,000	55,417
House Rent Allowance (HRA)	3,32,500	27,708
Mobile & Internet	24,000	2,000
Leave Travel Allowance	55,417	4,618
Meal Reimbursement	30,000	2,500
Fuel and Travel Reimbursement	48,000	4,000
Driver Salary	21,600	1,800
Child Care benefits/ Creche	30,000	2,500
Gadget Allowance	60,000	5,000
Special Allowance	6,11,883	50,990
<b>Gross Salary</b>	<b>18,78,400</b>	<b>1,56,533</b>
Provident Fund (Employer)	21,600	1,800
<b>Fixed Compensation (Part-A)*</b>	<b>19,00,000</b>	<b>1,58,333</b>
<b>Variable Compensation (I)</b>	<b>Amount (INR) Per Annum</b>	
Company Performance Bonus (upto 10% annually based on company performance)	1,90,000	
<b>Variable Compensation (II)</b>	<b>Amount (INR)</b>	
<b>Total Variable Compensation (Part B: I+II)*</b>	<b>1,90,000</b>	
<b>Employee Benefits</b>	<b>Amount (INR) Per Annum</b>	
Annual Employee Benefits - Check Annexure	72,000	
Gratuity - (15 days Salary for a 26 day month for 1 Year)	31,971	
<b>Total Employee Benefits (Part C)</b>	<b>1,03,971</b>	
<b>Total Compensation (A+B+C)</b>	<b>21,93,971</b>	

\* Applicable tax will be deducted from above take home calculations

\* Employees can opt-in for maximum PF contribution @12% of Basic Salary

\* INR 72,000 is a part of Annexure II Annual Benefits



Jungle Games - CoWrks, 5th Floor, DLF Tower 10A, DLF Phase 2, Sector 24, Gurugram - 122022, Haryana.

## Annexure II

**Name: Kanishka Mogha**

**Designation: SDET - II**

You are entitled to the following employee benefits in addition to your Compensation.

Life Insurance & Wellbeing Benefits:	
1.	Mediclaime Insurance Cover of 5 lacs for Employee, Spouse & 2 kids
2.	Life Insurance Cover of a minimum of 50 lacs for every Employee
3.	Quit Smoking: A one-time benefit offered to all regular/chain smokers who quit smoking during their tenure with Jungle Games are eligible for two months' salary (up to Rs. 100,000/-)

### **Employee Benefits:**

Employees are eligible for a benefit of ₹72,000/- per annum, which can be reimbursed across the following buckets. You can choose to claim the entire ₹72,000/- in one category or split the amounts as per your requirement, subject to validation of invoices by the finance team:

S No.	Particulars
<b>1</b>	<b>Learning &amp; Self development</b>
a	Training/Conferences - Undergoing any training that improves the employee's skills
b	Gaming - purchasing games, which can be mobile games, video games, or any physical game equipment
<b>2</b>	<b>Employee Well-being</b>
a	Reimbursement for any gym/yoga/Zumba/fitness/spa fee paid
b	Employees can also claim reimbursement for any mental well-being support such as mental health app subscription, therapy, etc
<b>3</b>	<b>Work From Home</b>
a	Tech Accessories
b	Internet Reimbursement
<b>4</b>	<b>Family Care*/Childcare and Pet Care</b>
a	Childcare/Pet Care
<b>5</b>	<b>Office Commute /Travel to Work</b>
a	Employees can claim reimbursement for local travel to and fro the Jungle office in Gurgaon/Bangalore

**\*This ~~Internet Expense~~ Reimbursement benefit is valid till the company is operating in Hybrid mode**

### Please Note:

- All the benefits mentioned above are subject to change as per company policy.
- All benefits are reimbursable on submission of a valid invoice and set terms and agreements.
- Please read the employee benefits policy to understand the benefits in detail.

### **Annual/ Holiday Leave Entitlement:**

Every employee is entitled and can avail 44 leave/holidays in a calendar year. They are calculated and credited on a monthly or pro-rata basis:

Types, Number of Leaves and Holidays	Total no. of Leaves = 44 days
Annual Leaves (Casual/Sick Leaves)	14 days
Privilege Leaves (PL)	18 days
Public Holidays	Fixed 8 days Optional 4 days

\* You will only be entitled to the leave balance you have during your probation and any exception needs to be signed off by your reporting manager

