



**Dated 29 July 2019**

**SERVICE AGREEMENT**

between

**STATUSTODAY LTD**

and

**KARAN SINGH GAUTAM**

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THIS AGREEMENT is dated 29 July 2019

### Parties

- (1) STATUSTODAY LTD, a limited company registered in England and Wales with company number 09586385 whose registered office is at 114 Whitechapel High Street, London E1 7PT (**Company**).
- (2) KARAN SINGH GAUTAM of House No. 4, Brunswick Mews, Leamington Spa CV313DA (**Employee**).

### Agreed terms

#### **1. Interpretation**

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this agreement.

**Appointment:** the employment of the Employee by the Company on the terms of this agreement.

**Board:** the board of directors of the Company (including any committee of the board duly appointed by it).

**Commencement Date:** 12 August 2019

**Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of its or their business contacts.

**Executive Directors:** the directors of the Company who are full-time employees of the Company; at the time of this agreement this is Ankur Modi and Mircea Danila Dumitrescu.

**Group Company:** The Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time.

**Incapacity:** any sickness or injury which prevents the Employee from carrying out their duties.

**Pre-Contractual Statement:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement or any documents referred to in it.

**Staff Handbook:** The Company's staff handbook as amended from time to time.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## **2. Term of appointment**

- 2.1 The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than 2 months' prior notice in writing.
- 2.2 The first 3 months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on one week's notice or payment in lieu of notice. The Company may, at its discretion, extend the probationary period for up to a further 3 months. During the probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if they have successfully completed their probationary period.
- 2.3 No employment with a previous employer counts towards the Employee's period of continuous employment with the Company.

## **3. Employee warranties**

- 3.1 The Employee represents and warrants to the Company that, by entering into this agreement or performing any of their obligations under it, they will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on them and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if they are in breach of any such obligations.
- 3.2 The Employee warrants that they are entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if they cease to be so entitled during the Appointment.

## **4. Duties**

- 4.1 The Employee shall serve as Data Engineer
- 4.2 During the Appointment the Employee shall:

- 4.2.1 unless prevented by Incapacity, devote the whole of their time, attention and abilities to the business of the Company and any Group Company of which they are an officer, employee or consultant;
  - 4.2.2 diligently exercise such powers and perform such duties as may from time to time be assigned to them by the Company together with such person or persons as the Company may appoint to act jointly with her;
  - 4.2.3 comply with all reasonable and lawful directions given to them by the Company;
  - 4.2.4 promptly make such reports to the Executive Directors in connection with the affairs of the Company on such matters and at such times as are reasonably required;
  - 4.2.5 report their own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company or any Group Company to the Executive Directors immediately on becoming aware of it;
  - 4.2.6 use their best endeavours to promote, protect, develop and extend the business of the Company or any Group Company; and
  - 4.2.7 consent to the Company monitoring and recording any use that they make of the Company's electronic communications systems for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.
- 4.3 The Employee shall comply with the Company's anti-corruption and bribery policy and related procedures at all times.
- 4.4 The Employee shall comply with any rules, policies and procedures set out in any Staff Handbook, which applies from time to time. The Staff Handbook does not form part of this agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this agreement shall prevail.
- 4.5 All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
- 5. Place of work**
- 5.1 The Employee's normal place of work is 2 Leman Street, E1 8FA or such other place within Greater London, which the Company may reasonably require for the proper performance and exercise of their duties.
- 5.2 The Employee agrees to travel on the Company's business as may be required for the proper performance of their duties under the Appointment.

## **6. Hours of work**

The Employee's normal working hours shall be 9.30am to 5.30pm on Mondays to Fridays and such additional hours as are necessary for the proper performance of their duties. The Employee acknowledges that they shall not receive further remuneration in respect of such additional hours.

## **7. Salary and compensation**

- 7.1 The Employee shall be paid an initial salary of £45,000 per annum (inclusive of any fees due to the Employee by the Company as an officer of the Company).
- 7.2 The Employee's salary shall accrue from day to day and be payable monthly in arrears on or about 30th of each month directly into the Employee's bank or building society.
- 7.3 The Employee may be eligible to participate in the company bonus and individual performance based remuneration plan, if any, as the Company may determine. Eligibility and/or participation will be on terms which the Company sets and the Company may at any time vary the terms, benefits, thresholds or other aspects of any such plan.
- 7.4 The Employee's salary shall be reviewed by the Executive Directors annually, the first such review to take place not before 1<sup>st</sup> January 2019. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 7.5 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to the Company by the Employee.

## **8. Expenses**

- 8.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production of VAT receipts or other appropriate evidence of payment.
- 8.2 The Employee shall abide by the Company's policies on expenses as communicated to them from time to time.

## **9. Holidays**

- 9.1 The Employee shall be entitled to 20 days' paid holiday in each holiday year together with the usual public holidays. The Company's holiday year runs between 1 January and 31 December. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro-rata basis.
- 9.2 Holiday shall be taken at such time or times as shall be approved in advance by one of the Executive Directors. The Employee shall not without the consent of the Executive

Directors carry forward any accrued but untaken holiday entitlement to a subsequent holiday year unless the Employee has been unavoidably prevented from taking such holiday during the relevant leave year because of sickness absence or statutory maternity, paternity or adoption leave.

- 9.3 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday except on termination of the Appointment. Subject to clause 12 the amount of such payment in lieu shall be 1/260th of the Employee's full-time equivalent salary for each untaken day of the entitlement under clause 9.1 for the holiday year in which termination takes place and any untaken days carried forward from the preceding holiday year.

## **10. Incapacity**

- 10.1 Subject to the Employee's compliance with the Company's sickness absence procedures (as amended from time to time), they shall continue to receive their full salary and contractual benefits during any period of absence due to Incapacity for up to an aggregate of three weeks in any 52-week period. Such payment shall be inclusive of any statutory sick pay due in accordance with applicable legislation in force at the time of absence.
- 10.2 The Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require. The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.
- 10.3 The rights of the Company to terminate the Appointment under the terms of this Agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to sick pay or other benefits.

## **11. Confidential information**

- 11.1 The Employee acknowledges that in the course of the Appointment they will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 11 and in clause 16.
- 11.2 The Employee shall not (except in the proper course of their duties), either during the Appointment or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- 11.2.1 any use or disclosure authorised by the Executive Directors or required by law;
- 11.2.2 any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or



11.2.3 any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

## **12. Payment in lieu of notice**

12.1 Notwithstanding clause 2, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by paying a sum in lieu of notice (**Payment in Lieu**) equal to the basic salary (as at the date of termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to in clause 2 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

12.1.1 any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;

12.1.2 any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and

12.1.3 any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

12.2 The Company may pay any sums due under clause 12.1 in equal monthly instalments until the date on which the notice period referred to in clause 2 would have expired if notice had been given. The Employee shall be obliged to seek alternative income during this period and to notify the Company of any income so received. The instalment payments shall then be reduced by the amount of such income.

12.3 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 12.1. Nothing in this clause 12 shall prevent the Company from terminating the Appointment in breach.

## **13. Termination without notice**

13.1 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of termination) if the Employee:

13.1.1 is guilty of any gross misconduct affecting the business of the Company or any Group Company;

13.1.2 commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Executive Directors;

13.1.3 is, in the reasonable opinion of the Executive Directors, negligent and incompetent in the performance of their duties;



- 13.1.4 is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
  - 13.1.5 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - 13.1.6 becomes of unsound mind (which includes lacking capacity under the Mental Capacity Act 2005), or a patient under any statute relating to mental health;
  - 13.1.7 ceases to be eligible to work in the United Kingdom;
  - 13.1.8 is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially adverse to the interests of the Company;
  - 13.1.9 is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
  - 13.1.10 is unable by reason of Incapacity to perform their duties under this agreement for an aggregate period of 12 weeks in any 52-week period.
- 13.2 The rights of the Company under clause 13.1 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

#### **14. Obligations on termination**

- 14.1 On termination of the Appointment (however arising) the Employee shall:
- 14.1.1 Immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Company or its business contacts, any keys, and any other property of the Company, which is in their possession or under their control;
  - 14.1.2 irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the Company's premises; and
  - 14.1.3 provide a signed statement that they have complied fully with their obligations under this clause 14.1 together with such reasonable evidence of compliance as the Company may request.

14.2 On termination of the Appointment however arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits in which they may participate.

14.3 After notice of the termination of the Employee's employment has been given by the Employee or the Company, the Company may for all or part of the duration of the notice period in its absolute discretion require the Employee to perform duties not within their normal duties or special projects or while continuing to provide them with their salary and other contractual benefits may require the Employee not to attend work i.e. garden leave. For so long as the Employee is subject to the provisions of this clause, they will remain an employee of the Company and they will be bound by all the terms of their employment and in particular the implied terms of trust and fidelity. They cannot directly or indirectly work for any person or on their own account or have contact with any customer or supplier or employee of the Company or any Group Company without the prior written consent of the Company.

## **15. Disciplinary and grievance procedures**

15.1 The Employee is subject to the Company's disciplinary and grievance procedures. These procedures do not form part of the Employee's contract of employment.

15.2 If the Employee wants to raise a grievance, they may apply in writing to the Chair of the Board.

15.3 The Company may suspend the Employee from any or all of their duties for a period of up to 4 weeks during any period in which the Company is investigating any disciplinary matter involving the Employee or while any disciplinary procedure against the Employee is outstanding.

## **16. Restrictive Covenants**

16.1 During the continuance of this Agreement the Employee shall not without the prior written consent of a Director of the Company directly or indirectly be engaged, concerned or interested in any business other than for the Company as herein provided whatsoever either alone or jointly or as a Director, manager, principal, agent, servant, consultant or in any other capacity whatsoever with or for any other person, firm, company or other organisation.

16.2 The Employee shall not during the continuance of this Agreement compile a list of the Company's customers or suppliers for their own personal use or for the use of any third party other than in pursuance of their duties for the Company.

16.3 For the a period of 6 months after the last day of the Employee's employment "the Termination Date" (less any period during which the Company has exercised its right to send the Employee on garden leave pursuant to clause 14.3) the Employee shall not in competition with any of the businesses of the Company or any Group Company with which the Employee has been involved to any material extent during the 12 months preceding the Termination Date on their own behalf or in conjunction with on behalf of any other person, company or organisation directly or indirectly:

- 16.3.1 canvass, solicit or endeavour to take away from the Company or any Group Company the business of any customers or clients of the Company or any Group Company who were customers or clients of the Company or any Group Company or were involved in negotiations with the Company or any Group Company during the period of 12 months immediately preceding the Termination Date provided always the Employee had material contact or dealings or had managerial responsibility for such customers or clients during the period of 12 months immediately preceding the Termination Date;
- 16.3.2 interfere or seek to interfere with the continuance of services or supplies to the Company or Group Company or the terms of such services or supplies from the suppliers who had been supplying materials or services or any other product or thing at any time during the period of 12 months immediately preceding the Termination Date to the Company or any Group Company and who are suppliers with whom the Employee had material contact or dealings or had managerial responsibility during the period of 12 months preceding the Termination Date in relation to which the Employee at the Termination Date possesses confidential information;
- 16.3.3 solicit or entice away or seek to entice away from the Company or any Group Company any person who is or was at the Termination Date or during the period of 12 months preceding the Termination Date employed or engaged by the Company or any Group Company in a senior managerial, technical, supervisory, sales or marketing capacity and was a person with whom the Employee had material contact or dealings in the course of their employment during that period;
- 16.3.4 the Employee shall not directly or indirectly for a period of 6 months after the Termination Date (less any period during which the Company has exercised its right to send the Employee on garden leave pursuant to sub-clause 14.3) be engaged on the Employee's own account or in the capacity of an employee, officer, consultant, adviser, partner, principal or agent in any business or venture which:
  - (a) is or is about to be in competition with any businesses of the Company or any Group Company with which the Employee has been concerned or involved to any material extent during the 12 months preceding the Termination Date or in relation to which the Employee at the Termination Date possesses confidential information; or
  - (b) requires or might reasonably be thought by the Company to require the Employee to disclose or make use of any make use of any confidential information in order to properly discharge their duties to and to further their interests in that business or venture.
- 16.4 The Employee shall not at any time after the Termination Date, whether the same shall be terminated by notice or otherwise, unless prior written consent is given by

the Company, represent himself as being in any way with or interested in the business of the Company or any Group Company.

16.5 Each of the restrictions herein contained shall be considered separately and construed independently of each other.

16.6 Each sub-clause and part of such sub-clause of this clause 16 constitutes an entirely separate and independent restriction and does not operate to limit any other obligation owed by the Employee, whether that obligation is express or implied by law. If any restriction is held to be invalid or unenforceable by a Court of competent jurisdiction, it is intended and understood by the parties that such invalidity or unenforceability will not affect the remaining restrictions. The Employee acknowledges that each of the restrictions in this clause goes no further than is necessary for the protection of the Company and each Group Company's legitimate business interests.

## **17. Pensions**

The Company will comply with the employer pension duties in respect of your employment in accordance with Part 1 of the Pensions Act 2008.

## **18. Collective agreements**

There is no collective agreement which directly affects the Appointment.

## **19. Notices**

19.1 A notice given to a party under this agreement shall be in writing in the English language and signed by or on behalf of the party giving it. It shall be delivered by hand or sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.

19.2 Any such notice shall be deemed to have been received:

19.2.1 if delivered by hand, at the time the notice is left at the address or given to the addressee;

19.2.2 in the case of fax, at the time of transmission.

19.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

19.3.1 all references to time are to local time in the place of deemed receipt; and

19.3.2 if deemed receipt would occur on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is at 9.00 am on the next business day.

19.4 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

19.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

**20. Entire agreement**

20.1 This agreement and any document referred to in it constitutes the whole agreement between the parties (and in the case of the Company, as agent for any Group Companies) and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

20.2 Each party acknowledges that in entering into this agreement it has not relied on and shall have no remedy in respect of any Pre-Contractual Statement.

20.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

20.4 Nothing in this agreement shall limit or exclude any liability for fraud.

**21. Variation**

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**22. Counterparts**

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**23. Third party rights**

No person other than a party to this agreement may enforce any of its terms.

**24. Governing law and jurisdiction**

24.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.



Signed by **Ankur Modi, CEO**

.....

for and on behalf of StatusToday  
Limited

Signed by **Karan Singh Gautam**  
(please sign and put the date here)

*Karan Singh Gautam*  
30/07/2019

.....

## CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

**THIS AGREEMENT** is dated 29 July 2019.

### PARTIES

- (1) KARAN SINGH GAUTAM of H House No. 4, Brunswick Mews, Lemmington Spa CV313DA (the “**Assignor**”); and
- (2) **STATUSTODAY LTD** incorporated and registered in England and Wales with company number 09586385 whose registered office is at 114 Whitechapel High Street, London E1 7PT (the “**Assignee**”).

### BACKGROUND

- (A) The Assignor is employed by the Assignee from 12 August 2019 (the “**Engagement**”).
- (B) During the Engagement, the Assignor has created (and will continue to create) intellectual property rights that are used by the Assignee in its business.
- (C) To the extent that title has not already passed to the Assignee by law, the Assignor has agreed to assign to the Assignee, on the terms and conditions set out in this agreement, any and all intellectual property rights that: (i) are used (or intend to be used) by the Assignee in its business; and (ii) arose as a result of any work done for the Assignee during the Engagement.

### AGREED TERMS

#### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assigned Rights:** any and all Intellectual Property Rights that have arisen or will arise in the name of the Assignor that:

- (a) are used (or intend to be used) by the Assignee in its Business; and/or
- (b) have arisen or will arise as a result of any work done for the Assignee during the Engagement.



**Business:** the business of the Assignee from time to time, including (but not limited to) the provision of cloud-based security solutions to help companies analyse and handle potential security breaches.

**Engagement:** has the meaning given to it in the background of this agreement.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## 2. ASSIGNMENT

- 2.1 In consideration of the sum of £1.00 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee, to the extent that title has not already passed to the Assignee by law, absolutely with full title guarantee any

and all his past, present and future right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the **Assigned Rights**;
- (b) any and all goodwill attaching to the **Assigned Rights**; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

2.2 Insofar as the Assigned Rights do not vest under this agreement, the Assignor holds legal title in the Assigned Rights on trust for the Assignee.

2.3 To the extent that the Assignor owns or controls (presently or in the future) any Intellectual Property Rights that block or interfere with the rights assigned to the Assignee under this agreement ("**Related Rights**"), the Assignor hereby grants or will cause to be granted to the Assignee a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide licence (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Assignee to exercise all of the rights assigned to the Assignee under this agreement.

### 3. MORAL RIGHTS

The Assignor hereby irrevocably, absolutely and unconditionally waives any moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Assigned Rights and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world.

### 4. WARRANTIES

The Assignor warrants that:

- (a) he is the legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- (b) he has not licensed or assigned any of the Assigned Rights;
- (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) he is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) so far as they are aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; and
- (f) so far as he is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

#### 5. FURTHER ASSURANCE

The Assignor shall, at his own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including:

- (a) registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.

#### 6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 7. ENTIRE AGREEMENT

7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 8. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 9. SEVERANCE

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**10. COUNTERPARTS**

- 10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

**11. THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**12. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**13. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document takes effect on the date stated at the beginning of it.



Signed by **Karan Singh Gautam**

*Karan Singh*  
30/07/2019

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Executed by **Ankur Modi, CEO** for and  
on behalf of **STATUSTODAY LTD**

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