

Bombay Play Pvt. Ltd.



Date: August 05<sup>th</sup>, 2020

To Mohit Singh Negi,

Dear **Mohit**,

I am very pleased to confirm our offer to you of employment with Bombay Play Private Limited. ("**Bombay Play**"). You will be employed with Bombay Play as **Software Engineer**.

## 1. Compensation and Benefits Philosophy

Our philosophy is simple – we hire the best people who are motivated to learn and reward them in the highest possible way as the company grows. Equity we grant will be based on your role in the company, the market value of your job and your performance. Wherever possible, at the discretion of the company's management, we will also provide you the opportunity for rewards in addition to your total compensation, when we either meet or exceed business objectives. Your annual Fixed Cost To Company(CTC) is **Rs 1,000,000.00** (Ten Lakh Only) with an additional Variable CTC **10%**.

Your salary will be reviewed in accordance with Bombay Play's remuneration policy. Bombay Play will, however, not be obliged to make any increase in salary upon such review.

All statutory requirements of tax to be deducted at source by Bombay Play will be complied with by Bombay Play and all funds paid to you will be after all such appropriate deductions have been made there from.

## 2. Confidentiality

As an employee of Bombay Play, you will have access to certain confidential information of Bombay Play and you may, during the course of your employment, develop certain information or inventions that will be the property of Bombay Play. To protect the interests of Bombay Play, you will need to sign Bombay Play's standard Employee Invention Assignment and Confidentiality Agreement in the form attached hereto as Exhibit A as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to Bombay Play, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of Bombay Play. You will disclose to Bombay Play in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with Bombay Play. You will not assist any other person or organization in competing with Bombay Play or in preparing to engage in competition with the business or proposed business of Bombay Play. You represent that your signing of this offer letter, the agreement concerning restricted stock units granted to you, if any, under the Plan (as defined below) and Bombay Play's Employee Invention Assignment and Confidentiality Agreement, and your commencement of employment with Bombay Play, will not violate any agreement currently in place between yourself and current or past employers.

### 3. Posting/Location

Your posting will be at our office located at NASSCOM 10k startup warehouse, Lower Ground Floor, DD3, Diamond District ISRO Colony, Domlur, Bengaluru, Karnataka 560008. Your duties may also require you to travel in India and to other countries, often at short notice. To undertake such travel, you confirm that you have a valid passport.

### 4. Leave

You are eligible for 15 working days of earned leave in any calendar year. You will accrue earned leave for each calendar month of service from the date of joining at the rate of 1.25 days per month. You may carry forward unused earned leave to the next calendar year. The maximum earned leave that you can accumulate is 30 days. Any accumulation beyond 30 days of earned leave will lapse.

You will be entitled to 12 working days of sick-cum-casual leave. This may be availed on grounds of any sickness incurred or accident sustained by you or any other reasonable cause. You will accrue sick-cum-casual leave from the month in which you join the organization. The pool of sick-cum-casual leave you accrue may be availed at any point of time during the year. Sick-cum-casual leave will lapse at end and cannot be carried forward to the following year.

Women employees are entitled to maternity leave to a total of 26 weeks with full pay as per the provisions of the Maternity Benefit Act, 1961.

### 5. Background Verification

Bombay Play reserves the right to conduct the background verification including your past employment, personal background, professional standing and qualifications. Bombay Play may also engage an outside agency to conduct the said background verification.

This appointment is made on the understanding that the information given by you in your application is correct, true, and complete in all respects. If it is discovered at any time before acceptance of this offer or after you accept this offer and commence with your probationary period or employment with Bombay Play, that the information is not correct, untrue or false in any material respect or if it is discovered that any material particulars or information has been deliberately suppressed, this letter of appointment shall stand withdrawn. If you have already commenced your probationary period or employment with Bombay Play, your services may be terminated immediately without any benefits that may have accrued to you had such determination of services been voluntary and in accordance with normal established procedures.

### 6. Separation

After confirmation of your services, either of Bombay Play or you may terminate your employment by giving one month's notice or payment in lieu thereof. You will, however, not be permitted to issue a notice of termination during the course of any deputation or project assignment outside India and may do so only upon your return to India.

Bombay Play may also terminate your services without any notice should you engage in or be found guilty of misconduct. The employee handbook describes in detail the actions and conduct that would amount to being construed as misconduct.

If Bombay Play terminates your employment and wants you to leave before the completion of the notice period, the basic salary for the balance period of your notice period will be paid to you by Bombay Play. Taking into consideration the nature of your duty it will be absolutely necessary for you to work for Bombay Play during



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the notice period unless the same is specifically waived by Bombay Play.

## 7. Governing law and arbitration

Your employment in Bombay Play shall be governed by the laws of India. Any disputes pertaining to the terms and conditions of your employment which cannot be settled amicably shall be subject to arbitration under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of Arbitration shall be Bangalore and the courts of Bangalore shall have jurisdiction to try any disputes in this regard. The Arbitrator shall be appointed by Bombay Play.

## 8. Entire Agreement

This offer letter and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this offer, and supersede any and all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

## 9. Acceptance

Your start date will be **Oct8, 2020**. This offer will remain open until **Aug7, 2020**. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

We look forward to the opportunity to welcome you to the Company.

Yours sincerely,

Oliver Michael Jones  
Co-Founder

I have read the terms of my offer of employment described in the above letter.

I will join on or before Oct8, 2020

Signature: *mohit singh Negi*

Date: 7 August 2020



## Employee Invention Assignment and Confidentiality Agreement

In consideration of, and as a condition of my employment with Bombay Play Private Limited, (the “**Company**”), I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement-** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its “**Proprietary Information**” (as defined in Section 6 below) its rights in “**Inventions**” (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, in consideration of the compensation paid to me in connection with my employment with the Company, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this “**Agreement**”) as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Disclosure of Invention** – I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets (the “**Inventions**”).

3. **Works made in the course of employment, Assignment of Inventions** – I acknowledge and agree that my copyrightable works prepared by me within the scope of my employment are works made in the course of my employment under the Copyright Act, 1957 and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company (ii) result from work performed by me for the Company or (iii) relate to the Company’s business or actual or demonstrably anticipated research and development (the “**Assigned Inventions**”) will be the sole and exclusive property of the Company. I hereby irrevocably assign, and agree to assign, the Assigned Inventions to the Company. Attached hereto as Exhibit B is a list describing all inventions, original works of authorship, developments and trade secrets which were made by me prior to the date of this Agreement, which belong to me and which are not assigned to the Company (“**Prior Inventions**”). If no such list is attached, I agree that it is because no such Prior Inventions exist. I acknowledge and agree that if I use any of my Prior Inventions in the scope of my employment, or include them in any product or service of the Company, I hereby grant to the Company, a perpetual, irrevocable, non-exclusive, world-wide, royalty-free license to use, disclose, make, sell, copy, distribute, modify and create works based on, perform or display such Prior Inventions and to sublicense third parties with the same rights.

4. **Assignment of Other Rights-** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company; (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions along with any registrations of or applications to register such rights, and (ii) any and all “**Moral Rights**” (as defined below) that I may have in or with respect to any Assigned Inventions. “**Moral Rights**” mean any rights to claim authorship of or credit on an Assigned Inventions, to object to or prevent the modification or destruction of any Assigned Inventions or Prior Inventions licensed to Company under Section 3 or to withdraw from circulation or control the publication or distribution of any Assigned Inventions or Prior Inventions licensed to the Company under Section 3, and any similar rights, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right”.

5. **Assistance** – I agree to assist the Company in every proper way to obtain for the Company and enforce



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patents, copyrights, mask work right, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable request on such assistance. In the event that the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my attorneys-in-fact to execute documents on my behalf for this purpose.

**6. Proprietary Information** – I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the “**Proprietary Information**”). Such Proprietary Information includes, but is not limited to, Assigned Inventions, marketing plans, product plans, business strategies (including virality and retention techniques for its applications and games), financial information (including revenue and cost information for its applications and games), forecasts, personnel information, customer lists and date and domain names.

**7. Confidentiality** – At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and upon Company request, will execute a document confirming my agreement to honor my responsibilities contained in this Agreement. I will not take with me or retain any documents or materials or copies thereof containing any Proprietary Information.

**8. No Breach of Prior Agreement** – I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

**9. Efforts, Duty Not to Compete** – I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company, (ii) uses any Proprietary Information, equipment, supplies, facilities, or materials or (iii) otherwise conflicts with the Company's business interest and causes a disruption of its operations.

**10. Notification** – I hereby authorize the Company to notify third parties, including, without limitation, customers and any future employers, of the terms of this Agreement and my responsibilities hereunder.

**11. Non-Solicitation of Employees / Consultants** – During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

**12. Non-Solicitation of Suppliers / Customers** – During and after the termination of my employment with the Company, I will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company, if in so doing, I access use or disclose any trade secrets or confidential information or Proprietary Information of the Company. I acknowledge and agree that the names and address of the Company's customers



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and suppliers and all other confidential information related to them, including their buying and selling habits and special needs, whether created or obtained by or disclosed to me during my employment, constitute trade secrets or proprietary or confidential information of the Company.

**13. Name and likeness Rights** – I hereby authorize the Company to use, reuse and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to film video and digital or other electronic media), during my employment, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations.

**14. Injunctive Relief** – I understand that in the event of a breach or threatened breach of this Agreement by me, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. I also understand that in the event of breach of this agreement by me the Company may pursue any and all legal remedies, including monetary damages.

**15. Governing Law, Severability** – This Agreement will be governed by and construed in accordance with the laws of India. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

**16. Counterparts** – This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

**17. Entire Agreement** – This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

**18. Amendment and Waivers** – This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver, of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver of such provision of or any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

**19. Successors and Assigns – Assignment** - Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

**20. Further Assurances** - The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

**21. Continued Employment** - I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that my employment is





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governed by the employment letter between me and the Company and may be terminated in accordance with the terms contained therein. I acknowledge that any statements or representation to the contrary are ineffective, unless put into a writing signed by the Company. This Agreement shall be effective as of the first day of my employment by the Company, which is **Oct8,2020** .

**22. Dispute Resolution** - The courts of competent jurisdiction at Bangalore, Karnataka, shall have exclusive jurisdiction over any disputes that may arise under this Agreement.

**COMPANY:**

**EMPLOYEE:**

By:

By:

Name: Oliver Michael Jones

Name: Mohit Singh Negi

Title: Co-Founder

Title: Software Engineer

Date:

Date: 7 August 2020

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**Exhibit B**

**LIST OF PRIOR INVENTIONS**

TITLE

DATE

DESCRIPTION/IDENTIFYING NUMBER



Signature of the Employee

*mohit singh Negi*

Print Name of the Employee

Mohit Singh Negi

Date 7 August 2020



## **Annexure A**

***Total Cost To Company (CTC) (Fixed + Variable) – Rs 1,100,000.00***

**Fixed Cost To Company (CTC) - Rs 1,000,000.00**

Salary Component	Per Annum	% of CTC
Basic	400,000.00	40
House Rent Allowance	200,000.00	20
Allowances (Including Flexi Benefit Plans)	400,000.00	40

**Variable Cost To Company (CTC) - Rs 100,000.00**

% of Fixed CTC	Conditions
10	This will be payable after the appraisal on Pro-rata basis.