

IDZ Digital Private Limited

CIN: U74999MH2017PTC296460

B-607, Western Edge II, Off W.E. Highway, Borivali East, Mumbai 400066

EMPLOYMENT AGREEMENT

This agreement lays down the terms of employment, agreed upon by the employer and employee. Whether stated explicitly in the agreement or not, both the employee and the employer have the duty of mutual confidence and trust, and to make only lawful and reasonable demands on each other.

This EMPLOYMENT AGREEMENT (Hereinafter, the “Agreement”) is entered into on this 11th day of December 2023

BY AND BETWEEN

IDZ Digital Private Limited, having its administrative office at B- 607, Western Edge II, Behind Metro Supermarket, Off W.E. Highway, Borivali East, Mumbai 400066 (hereinafter referred to as the “Company” or “Employer”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns),

AND

Rutuja Dhuri daughter of Ramchandra Dhuri aged 24 years currently residing at 1/1 Mahadik Niwas, Varachi Pakhadi, kanjur Marg East, Mumbai- 400042 (Hereinafter referred to as the "Employee", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns).

WHEREAS the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Employee as follows:

1. Designation

a) Upon execution of this Agreement, the employee's designation will be:

Graphic Artist

b) During the term period of this Agreement, the Company may change the employee's above mentioned post (or designation) or location of work based on the Company's operation or working requirements or according to the employee's working capacities and performance, including but not limited to adjustments made to the employee's job description or work place, promotion, work transfer at the same level, and demotion, etc., or adjustments made to the employee's responsibilities without any change to employee's post (or position).

2. Term and Probation Period

a) It is understood and agreed that the first ninety (90) days of employment shall constitute a probationary period (“**Probationary Period**”) during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason with seven (7) days’ notice or cause.

b) The Employer may decide to extend the Probationary Period of the Employee upto ninety (90) days or more, in its sole discretion.

c) At the end of the Probationary Period, the Employer may decide to confirm the Employment of the Employee in its sole discretion. No additional written intimation shall be provided in the event the probationary period is successful.

3. Performance of Duties

The Employee agrees that during the Employment Period, he/she shall devote his/her full business time to the business affairs of the Company and shall perform the duties assigned to him/her faithfully and efficiently, and shall endeavor, to the best of his/her abilities to achieve the goals and adhere to the parameters set by the Company. Further, the Employee shall be responsible for all duties specified to be completed by the Employee stated by the Employer or colleagues.

4. Compensation

Subject to the following provisions of this Agreement, during the Employment Period, the Employee shall be compensated for his/her services as follows.

- a) The Employee shall receive an annual salary, payable in monthly installments, on or before 7th of the next month, as per details under Annexure A, subject to such increases from time to time, as determined by the Employer.
- b) During the term of this Agreement, the Employee's salary shall be paid by means of bank transfer, cheque, or any other method convenient to the Employer, and consented to by the Employee. Such remuneration shall be subject to normal statutory deductions.
- c) All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized prior to being incurred and with the provision of appropriate receipts. The Remuneration has been set out in detail under Annexure A.

5. Obligations of the Employee

- a) The Employee shall not engage in any sort of theft, fraud, misrepresentation or any other illegal act neither in the employment space nor outside the premise of employment. If he/she shall do so, the Company shall not be liable for such an act done and it shall be at his/her own risk.
- b) The Employee further promises to never engage in any theft of the Employer's property or attempt to defraud the Employer in any manner.
- c) The Employee shall not take up part-time or full-time employment or consultation with any other party or be involved in any other business during the term of his/her employment with the Company.
- d) The Employee shall be responsible for the safekeeping and returning in good order of all the property of the Employer such as electronics, equipments, reference materials, etc. The Employer shall have the right to recover the money value of such property from the Employee's dues as it deems fit in the event of the employee's failure to account for such property whether during the course of employment or otherwise.
- e) The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time, including but not limited to Leave Policy and Sexual Harassment Policy.

f) The Employer hereby prohibits the Employee from engaging in any sexual harassment and the Employee promises to refrain from any form of sexual harassment during the course of employment in and around the premise of employment. If the Employee violates this term in the agreement, he/she shall be fully responsible for his/her actions and the Employer shall not be held responsible for any illegal acts committed at the discretion of the Employee.

g) The employee shall not be allowed to take outside of the Employer's premises any Material unless written consent from the concerned person has been obtained in writing.

6. Ownership

The Employee acknowledges that all work including without limitation, inventions, designs, ideas, software code or programs, any content, concepts, drawings, working notes, artistic works, text and all other intellectual property that the Employee may individually or jointly conceive or develop during the term of Employment and to the fullest extent permitted by law, shall be under the sole and absolute ownership of the Employer and shall include all the right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such works. (Hereinafter referred to as "Material")

7. Sickness or injury and Holiday

a) In the event that the Employee is absent from work due to sickness or injury, he/she will inform the management/HR as soon as possible and will provide regular updates as to his/her recovery, and as far as practicable will inform the Management/HR of his/her expected date of return to work.

b) If the Employee is absent from work due to sickness or injury for more than three consecutive days he/she must submit to the management/HR a self-certification form. If such absence lasts for more than seven consecutive days the Employee must obtain a medical certificate from his/her doctor and submit it to the Management/HR.

c) The Employee is entitled to 21 days of leave in a year as per details mentioned in the Leave Policy. In addition, the Employee will be entitled to selected public

holidays, a list of which will be shared at the beginning of the year by the Company. The Employee shall adhere to the Leave policy of the company. The company may change the leave policy at its own discretion from time to time and will inform about the changes accordingly.

8. Confidentiality

- a) The Employee acknowledges that, in the course of performing and fulfilling his/her duties hereunder, he/she may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to the competitors of the Employer would be highly detrimental to the interests of the Employer.
- b) The Employee further acknowledges and agrees that the right to maintain the confidentiality of trade secrets, passwords, source code, website information, business plans, financial details, or client information or any other confidential or proprietary information, for the purpose of enabling the other party such information constitutes a proprietary right which the Employer is entitled to protect.
- c) Accordingly, the Employee covenants and agrees with the Employer that he/she will not, under any circumstance during the continuance of this agreement, disclose any such confidential information to any person, firm, company or corporation, nor shall he/she use the same, except as required in the normal course of his/her engagement hereunder, and even after the termination of employment, he/she shall not disclose or make use of the same or cause any of confidential information to be disclosed in any manner at any point of time to anyone.
- d) The Employer owns all intellectual property created during the course of the employment. At any point of time during or after termination of Employment, Employee cannot impose any rights on the intellectual property created. Any code, software, inventions, designs, ideas, programs, any type of audio/visual content, concepts, drawings, illustrations, working notes, artistic works, text, or any other intellectual property developed individually or jointly, including but not limited to design or functionality that was created by the employee, during the course of employment under this Agreement, shall belong to the Employer for perpetuity.

9. Amendment and Termination

- a) In case the Employer terminates the employment after the completion of probationary period without just cause, in which case the Employer shall provide the Employee with advance notice of termination or compensation in lieu of notice equal to ONE (1) month net salary.
- b) The Employee may terminate his/her employment at any time after the completion of probationary period by providing the Employer with at least thirty (30) days advance notice of his/her intention to resign.
- c) The Employee may terminate the employment on the day in which the Cause occurs without compensation, notice period or salary in lieu thereof.
- d) For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company, wilful insubordination or disobedience, theft, fraud, falsehood or dishonesty, wilful damage or loss of Employer's property, bribery and habitual lateness or absence, concealment of vital information, misrepresentation of information, or any other willful and material breach of this Agreement.
- e) In the event that the Employee leaves such employment without any notice then he/she shall not be entitled to any Experience letter, compensation or salary from the Employer.
- f) The Employee shall receive salary for notice period after thirty (30) days from the last date of the employment.

10. Restrictive Covenant

- a) Following the termination of employment of the Employee by the Employer, with or without cause, or the voluntary withdrawal by the Employee from the Employer, the Employee shall, for a period of three years following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his/her own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other Employee of the Employer having regard to the same geographic and temporal restrictions. During the Term of this Agreement and for a period of three years after the termination of this Agreement, the Employee agrees not to engage in

any employment, consulting, or other activity that competes with the business, proposed business or business interests of the Employer, without the Employer's prior written consent.

b) The Employee shall not directly or indirectly divulge any information relating to the Employer or any of its affiliates or clients to any person whatsoever. The Employee shall not disclose any confidential information, including but not limited to, business model, business plans, business process and client or vendor information to any party in competition with the Employer at any point of time.

11. Notices

a) Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

TO EMPLOYER: B-607, Western Edge II, Behind Metro Supermarket, Off W.E. Highway, Borivali East, Mumbai 400066

TO EMPLOYEE: 1/1 Mahadik Niwas, Varachi Pakhadi, Kanjur Marg East, Mumbai-400042

And if sent by registered mail shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice in writing to the other party pursuant to the provisions of this agreement.

12. Non-Assignment

The interests of the Employee under this Agreement may not be voluntarily or involuntarily assigned, alienated or encumbered.

13. Successors

This agreement shall be assigned by the Employer to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part.

14. Indemnification

The Employee shall indemnify the employer against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the employer in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

15. Modification

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. Severability

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

17. Paragraph headings

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

18. Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai, for the adjudication of any dispute hereunder or in connection herewith.

19. Counterparts

The Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

IN WITNESS WHEREOF, the Employee has hereunto set his/her hand, and the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.



(Employee)

(Employer: IDZ Digital Private Limited)

Name: Rutuja Dhuri