

Employment Agreement

THIS EMPLOYMENT AGREEMENT is entered into on this the 2nd day of **December** 2018, between **Launchship IT & Media Services Private Limited**, (hereinafter referred to as the "Launchship" or "Company" or "Employer"), incorporated under the Indian Companies Act 1956, having its registered office at The Watermark Building, 5th floor, Kondapur, Hitech City, Hyderabad-500084 and **Mudduku Veera Venkata Satyanarayana, S/o Muddaka Naga chandram, age is 23 years**, whose permanent address is **13-6-454/140/A Heera nagar colony, Gudhimalkapur, Mehdipatnam Hyderabad - 500006** (hereinafter referred to as "Employee" or "You").

With reference to your job application and subsequent interviews held by us, we are offering you the employment with Launchship.

WHEREAS, the Company desires to employ the Employee and the Employee desires to be employed upon the terms and conditions hereinafter set forth.

1. **JOB TITLE**

Your title will be "**Trainee Game Tester**"

2. **PLACE OF WORK**

You will be based at the Company's offices in **Hyderabad**.

Now therefore in consideration of the mutual covenants herein contained, the Company and the Employee hereby agree as follows:

LAUNCHSHIP is involved in the business of IT and IT enabled services for customers worldwide.

The possession of skills needed for Game Development, Designing and Testing, IT services can be acquired only through training.

The training duration and probation period would be for three (3) months and is liable to be extended by a further duration based on the performance of **Mudduku Veera Venkata Satyanarayana** during the training for which LAUNCHSHIP shall be the sole judge.

The above-mentioned training involves considerable expenditure - direct and indirect, financial and unliquidated - related to faculty, development of training material, computer time, support facilities, real estate, and salary of **Mudduku Veera Venkata Satyanarayana** while under training.

This training substantially improves the professional standing of **Mudduku Veera Venkata Satyanarayana**, and it has been imparted by LAUNCHSHIP at considerable expenditure. LAUNCHSHIP expects a commitment (elaborated below) from the employee to recover its expenditure or seek a penalty for the non-fulfillment of the same.

The expenditure involved in training **Mudduku Veera Venkata Satyanarayana** is several times in excess of the penalty demanded from him.

IT IS NOW HEREBY AGREED AS UNDER:

1) In consideration of the training to be imparted by LAUNCHSHIP, **Mudduku Veera Venkata Satyanarayana** undertakes to serve LAUNCHSHIP for a minimum period of **Two (2) years** from the date of the joining which is **2nd Dec' 2020 To 2nd Dec' 2022**. **Mudduku Veera Venkata Satyanarayana** is giving this undertaking in view of the considerable expenditure incurred by LAUNCHSHIP on him.

2) **Mudduku Veera Venkata Satyanarayana** agrees not to take employment with any other person, firm, or company during the tenure of this agreement.

3) During the period of **Two (2) year** from the date of joining, if **Mudduku Veera Venkata Satyanarayana** leaves /resigns/ abandons the services or violates the terms of this agreement, **Mudduku Veera Venkata Satyanarayana** will have to pay liquidated damages amounting to incurred expenses and give two (2) calendar months written notice. LAUNCHSHIP would be entitled to terminate the services of the employee with two (2) calendar months' notice during the tenure of the services agreement.

3. NOTICE PERIOD / SEPARATION

1. The Company reserves the right to terminate your engagement at any time without notice or payment in lieu of notice should you, in the Company's opinion, be guilty of breach of confidence, misdemeanor, misconduct or negligence.
2. Termination of employment by either party shall be two months' notice in writing. Such notice may not be offset by unused leave.
3. On Termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all company property. The company is not bound to pay dues (if any) if you did not complete the termination process.

4. DUTIES AND HOURS OF WORK

Your responsibilities and duties will be intimated to you upon the commencement of your employment. You will be required to work, from **Monday to Friday (Saturday as needed)**, between 9:00 AM to 6:00 PM (or) 10:00 AM to 7:00 PM. If necessary, you may be required to work on public holidays or for additional hours as required for completing performing your duties competently and also depending upon the exigencies of work.

5. CONFLICT OF INTEREST

Prior to receiving this offer of employment from the Company, you may have been engaged in another employment, occupation, consulting of other business activity related to the business in which the Company is involved. You hereby acknowledge that your involvement in such business activity or any other related activity shall no longer continue in any capacity after your employment by the Company.



You further agree to exercise the highest degree of professionalism and shall fully utilize your expertise and creative talents. Further, you agree that your position with the Company calls for full time employment and you will devote time yourself exclusively to the business of the Company in performing your duties under this contract or any such other duties assigned to you and shall not take up any other work for remuneration (part time or otherwise) or work on advisory capacity.

6. INTELLECTUAL PROPERTY

If at any time in the course of Your employment with the Company, You make or discover or participate in the making or discovery of any Intellectual Property relating to the Company or any of its client or capable of being used in the business of the Company or any of its client, you shall immediately disclose full details of such Intellectual Property to the Company and hereby vesting all of such rights in the same to the Company.

1. You waive all moral rights, whatsoever available anywhere in the world, towards such invention, discovery, improvements, or modifications or the resultant product, data, result and here by agree that the Company is the sole owner of such invention, discovery, improvements, or modifications or the resultant product, data and or result of the work done by you in the course of Your employment with the Company;
2. You also here by waive all moral rights in relation to any Intellectual Property which is the property of the Company by virtue of Clause 8 (a) above.
3. All rights and obligations under this Clause in respect of Intellectual Property made or discovered by you during your employment shall continue in full and force and effect after the termination of your employment and shall be binding upon your personal representatives and legal hires and shall all time remain the exclusive Intellectual Property of the Company.
4. You shall maintain and furnish to the Company complete and current records of all such inventions and Intellectual Property and disclose to the Company in writing any such inventions and Intellectual Property.
- 5.

For the purpose of this Agreement "*Intellectual Property*" means and includes letters, patent, trademarks whether registered or unregistered, registered or unregistered copyrights, registered or unregistered designs utility modals for any of the forgoing and the right to apply for them in any part of the world discoveries creations inventions or improvements upon or additions to an invention, confidential information, know-how, trade secrets and any research effort relating to any of the above mentioned business names whether registrable or not and any similar rights in any country.

7. NON-SOLICITATION & NON-COMPETE

Subsequent to your separation from the Company, for a period of twenty four months you will not take up any job or assignment, either full time or otherwise, either directly or indirectly for/on behalf of any other organization working with the client of the Company, whose assignment you have worked on in the twenty Four months immediately preceding your separation from the Company.



You also hereby further agree that during the term of this agreement and for a period of 24 months immediately following the cessation/termination of your employment with the Company, you shall not directly or indirectly:

1. Solicit or attempt to solicit any of the Company's Employees to work for you or any other person, firm, company, partnership or corporation competitive with the Company;
2. Request or advise any person, firm, entity, or organization to not negotiate with, contract with or engage in business with the Company, or to withdraw, curtail or cancel its business with the Company
3. Provide labour or services to any of the client with whom you had contact or became aware of while working for the Company that are similar in nature to any labour or services provided to such client by you during your employment with the Company; or
4. Own any interest (except as a shareholder in a publicly traded corporation) in any corporation, firm, partnership, business, or enterprise that competes with the Company.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

1. You shall not, during the term of this Agreement, or at any time following termination of this Agreement, directly or indirectly, disclose or make accessible (other than as is required in the regular course of your duties, including, without limitation, disclosures to the Company's advisors and consultants), or as may be required by law or regulation or pursuant to a judicial proceeding (in which case You shall give the Company prior written notice of such required disclosure), to any person, firm or corporation, any confidential information acquired by you during the course of, or as an incident to, your employment or the rendering of your advisory or consulting services hereunder, relating to the Company or any of its subsidiaries, or any corporation, partnership or other entity owned or controlled, directly or indirectly, by any of the foregoing, or in which any of the foregoing has a beneficial interest, including, but not limited to, the business affairs of each of the foregoing. Such confidential information shall include, but shall not be limited to, proprietary technology, trade secrets, patented processes, game designs, game engines, game development data, characters, themes, game concepts, research and development data, know-how, market studies and forecasts, competitive analyses, pricing policies, employee lists, personnel policies, the substance of agreements with customers and others, marketing or dealership arrangements, servicing and training programs and arrangements, customer lists and any other documents embodying such confidential information.
2. All information and documents relating to the Company and its affiliates as here in above described shall be the exclusive property of the Company, and the Employee shall use commercially reasonable best efforts to prevent any publication or disclosure thereof. Upon termination of Employee's employment with the Company, all such documents, records, reports, writings, and other similar documents containing confidential information, including copies thereof, then in Employee's possession or control shall be returned and left with the Company.



9. TERMINATION OF EMPLOYMENT; EFFECT OF TERMINATION

Termination of service is a conscious act on the part of the company and may be for the following reasons:

1. Consistent non-performance
2. Disciplinary action
3. Expiry of a contract on employment for a specific period.
4. Any other cause leading to termination.
5. Excessive absenteeism and tardiness in relation to the hours of work.
6. Violation of any of the terms, conditions, policies and guidelines as enumerated in the Employment Agreement and / or mentioned by the Company in its Policies, and / or any other conditions specifically provided to you relating to your service with the Company.
7. In case of gross misconduct, or consistent non-performance, or substantial violation of any of the terms, conditions, policies and guidelines mentioned either in this Agreement, or in the Company's Policies or any other conditions specifically provided to You relating to Your service with the Company, by You, management of the Company has full discretionary powers to terminate Your employment with immediate effect without payment of any compensation. In any such case Company, at its sole discretion, retains the right to take appropriate legal action against you for the losses and damages, so occurred to the Company.
8. Termination of Service may be through termination or non-renewal of specific contract, discharge/ dismissal from the services of the Company or any other equitable methodology.
9. Discharge/ dismissal from the services due to misconduct shall be only at the end of a proper disciplinary action procedure.
10. The Employee or their heirs or successors in interest, as the case may be, shall upon termination of the engagement hereunder, immediately deliver up to the Company all correspondence, documents, papers and property belonging to the Company which may be in their possession or under their control.

10. SURVIVAL:

Notwithstanding anything contained in this Agreement, upon termination of this Agreement, for whatsoever reason, Clause 6, 7 and 8 shall survive even after termination of this Agreement and you here by agree to abide yourself all the time with the Clauses mentioned in this Clause.

11. AMENDMENT OR ALTERATION

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

12. SEVERABILITY

The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.



13. NOTICES

Any notices required or permitted to be given hereunder shall be sufficient if in writing, and if delivered by hand, or sent by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may from time to time designate in writing to the other, and shall be deemed given as of the date of the delivery or date of receipt.

14. WAIVER

It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

15. ENTIRE AGREEMENT AND BINDING EFFECT

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, distributors, successors and assigns. Notwithstanding the foregoing, any prior agreements between the Employee and the Company relating to the confidentiality of information, trade secrets, patents, and indemnification shall not be affected by this Agreement.

16. HEADINGS

The Section headings appearing in this Agreement are for the purposes of easy reference and shall not be considered a part of this Agreement or in any way modify, demand or affect its provisions.

For Launchship IT & Media Services Pvt. Ltd.

Mruthyunjaya Rao Shetty

CEO

I (Employee) hereby accept the position and all the terms and conditions of employment offered as above. I also hereby agree and promise to abide by the rules, regulations and Company's Policies as applicable, enforced, amended or altered from time to time during my employment and abide by any agreement entered between myself and the Company.

Employee Name in Full _____

Signature of Employee _____

Date _____