

05/11/2020

Chennai

Dear Anandhi,

We welcome you to our team at A1 Marketing.

We trust that this letter finds you excited about your new association with us.

We are pleased to offer you the position of Content Writer with a start date of 16-11-20. You will be reporting directly to myself and will have a dotted line to a suitable contact at our client's place.

We believe your skills and experience are an excellent match for our company and this role.

Your annual CTC for this position is Rs.3,96,000.

This is a full-time position and your regular work hours will be Monday to Friday 1.00 PM - 10.00 PM.

Your employment will be subject to a three-month probationary period. The Company shall have the discretion to extend the probationary period for another term

Please confirm your acceptance of this offer by signing and returning this letter.

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Sincerely,

A handwritten signature in black ink, appearing to be 'Abinesh', written in a cursive style.

Abinesh

Co-Founder and CEO

abinesh@aone.marketing

Date: 05/11/2020

This letter sets forth certain important benefits and terms and conditions of your employment with the Company.

On your orientation day or joining day, you will be required to sign, for our records, a copy of all pages of this letter, including Appendices and the Proprietary Information Agreement. You will be informed about the orientation schedule and venue in due course.

Yours sincerely



Abinesh
Co-Founder and CEO
A1 Marketing

ACKNOWLEDGEMENT

I, Anandhi Moorthy acknowledge that I have read all the terms and conditions set out in this Confirmation of Employment, including the Appendices. I also confirm that I have read, understood and agree to comply with the obligations set out herein, including the Proprietary Information Agreement in Appendix I.

Signature:



Date: 05-11-2020

APPENDIX I

PROPRIETARY INFORMATION AGREEMENT

A1 Marketing India Pvt Ltd. develops, markets, licenses and distributes computer software products and other marketing content, and provides support, consultation, educational and other services relating to our clients products. A1 Marketing develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your A1 Marketing employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to A1 Marketing. This agreement sets forth your responsibilities concerning confidential and proprietary information.

As an employee of A1 Marketing and as a condition of my A1 Marketing employment, I agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between me and A1 Marketing with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as “Proprietary Information”.

Proprietary Information includes by way of illustration and without limitation:

a. all software and other technology developed or licensed by or for A1 Marketing or its affiliates or licensed to A1 Marketing or its affiliates by a third party, and any documentation relating to such software or technology; the term “software” as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audio visual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;

b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;

c. all information which A1 Marketing has a legal obligation to treat as confidential or which A1 Marketing treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by A1 Marketing.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with A1 Marketing, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other A1 Marketing

employees or authorised third parties as may be necessary in the ordinary course of performing my duties for A1 Marketing or otherwise as directed by A1 Marketing. I will not use Proprietary Information except in the course of performing my duties for A1 Marketing.

2. My performance as an employee of A1 Marketing will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person; I will not bring any proprietary information of a former employer or other entity or person to A1 Marketing; and I will not use in the performance of my work with A1 Marketing any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.

3. All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world (including copyright) relating to any work or business carried on by A1 Marketing, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours („the Intellectual Property”), shall immediately on its creation belong exclusively to A1 Marketing. Without limitation of the foregoing, I grant A1 Marketing the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship maybe, in A1 Marketing’s sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to A1 Marketing; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure A1 Marketing’s rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4. I will promptly disclose to A1 Marketing all ideas, discoveries, inventions or “know how,” including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as “Developments”), relating to any current or reasonably anticipated business of A1 Marketing, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of A1 Marketing and are considered “works made for hire” for the purposes of A1 Marketing’s rights under copyright laws. To the extent that any Development may not be considered a “work made for hire”, I hereby assign to A1 Marketing such Developments and all rights therein on a worldwide and perpetual basis, except those Developments, if any, the assignment of which is prohibited by law. Such assignment shall not lapse in any circumstance even upon the failure by A1 Marketing to exercise the rights under the assignment for any period. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my A1 Marketing employment or after: (a) to assign all right, title and interest in any Development to A1 Marketing and (b) to assist A1 Marketing in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant A1 Marketing the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy

or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship maybe, in A1 Marketing's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at A1 Marketing and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant A1 Marketing a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of A1 Marketing's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).

6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of A1 Marketing which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).

7. I will not during my A1 Marketing employment engage in any other employment, occupation, consulting or other activity related to the business in which A1 Marketing is now involved or becomes involved during the term of my employment.

8. I will not, during my A1 Marketing employment and for a period of six months after the termination of my A1 Marketing employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any A1 Marketing employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than A1 Marketing.

9. I will upon the termination of my A1 Marketing employment reaffirm my recognition of the importance of maintaining the confidentiality of A1 Marketing's Proprietary Information and reaffirm all of the obligations set forth in this agreement.

10. I agree that upon the termination of my A1 Marketing employment I will immediately deliver to A1 Marketing, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to A1 Marketing including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with A1 Marketing, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my A1 Marketing employment, I will immediately cease using and/or accessing any and all A1 Marketing accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my A1 Marketing employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of A1 Marketing during my A1 Marketing employment, for any of A1 Marketing's customers or clients or prospective customer or client located in India or in any other countries. during the twelve months preceding my termination from A1 Marketing.

12. I release A1 Marketing from any infringement of my personal or property rights which occurs through the exercise by A1 Marketing of: any of its rights under this agreement; or any rights acquired by A1 Marketing through my employment.

13. I understand and acknowledge that this agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of A1 Marketing, its successors and its assigns.

14. I agree that any legal action or proceeding involving A1 Marketing which is in any way connected with this agreement may be instituted in Chennai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations which I may otherwise owe to A1 Marketing to keep the Proprietary Information confidential. If I fail to comply with this agreement I will indemnify A1 Marketing for all loss and damage which A1 Marketing may suffer.

16. In the event either party desires to terminate this Agreement, the party shall provide at least two weeks prior written notice of the termination date to the other party; provided, however, that the receiving party may agree, in writing, to a shorter notice period.

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms, conditions and obligations set forth above.

Signature:  _____

Name: Anandhi Moorthy Date: 05-11-2020

APPENDIX II

Employee Documentation Formalities

1. At the time of your orientation, you are required to bring the originals and submit 1 copy of each of the following. If joining remote, email the scanned documents to abinesh@aone.marketing

A. Educational Qualification

- a) Graduation – degree certificate*
- b) Post Graduation – degree certificate*

B. Work Experience

- a) Experience & relieving certificates of your previous employers.*
- b) Latest original pay slip and Form 16*

In addition, you are required to submit the following:

- a) 1 passport size photographs in color*
- b) Copy of Work Permit (in the case of Expatriates)*
- c) Proof identity (e.g.: Aadhar, Passport, Driver's license, Ration card, Voter ID card)*
- d) PAN card*
- e) Bank details for direct deposit*

Prompt receipt of the above testimonials and documents, along with the personal data form and the other enclosures duly completed would help us to complete the orientation formalities seamlessly. Your cooperation is solicited in complying with the above.