

OFFER LETTER

Date: 11/02/2019.

Dear , Pawan Pal

We are pleased to offer you an internship position **as Content marketing Intern**, at Marsplay Internet Private Limited. This position encompasses offline events, business development and marketing with the company, subject to the terms and conditions set out below.

Conditions of Employment:

- 1. Commencement:** Your employment will commence on 11/02/2019.
- 2. Compensation:** Your stipend will be **Rs 1500/- full-time per month on the basis of your performance**. The company may make changes to the component of your CTC at any time in its sole discretion or in accordance with any changes made to the relevant income tax regulations. Any changes in your CTC will be notified to you.
- 3. Location:** Your initial place of work will be remote.
- 4. E-mail ID & Contact Details:** You will need to communicate your personal e-mail ID, at the time of joining, such e-mail ID, so communicated by you, can be treated as the authenticated (without limiting the rights of the Company to notify / communicate to you through any other mode or e-mail IDs) e-mail address for any communication from you. You will also keep us informed in writing of any change in your residential address, civil or marital status and such other matters.
- 5. Availability:** You will be required to work on assignments that will be provided to you at least a day in advance. The submission time for the same will be shared with you. You are expected to work at a time of your convenience but ensure that you meet deadlines.
- 6.** This employment is subject to you being medically fit and the Company reserves the right to conduct a **background and reference check** as per Company policy. In the event the results of such checks are unsatisfactory on any account or if any information or declaration given by you to the Company proves to be false or if you are found to have willfully suppressed any material information, your services will be terminated immediately without prior notice. Further, you will be liable to payback all the expenses incurred by the Company as mentioned in Clause 8.
- 7. Notice Period and Probation Period:** Your services may be terminated by either party by giving 30 days notice period in writing or 1 month gross CTC in lieu of notice. However the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period or waive off the same. You will be on **probation for a period of 4 weeks**, which may be shortened at any time during the probation period at

the sole discretion of the company. You cannot leave within this probation period of 3 months. The company reserves the right to terminate your employment with a 1-week notice period within the probation period of 1 week.

- 8. Unauthorized absence** or absence without permission from duty for a continuous period of 6 working days would make you lose your lien on employment. In such case the Company reserves the right to terminate your employment without any notice. In addition, you will be liable to payback all the expenses incurred by the Company up to the effective date of termination.
- 9. Confidentiality:** During the period of your employment, you will work honestly, faithfully, diligently, and efficiently for the growth of the organization. You are expected to maintain utmost secrecy in regards to the affairs of the Company and shall keep confidential, any information, instruments, document, etc., relating to the Company that may come to your professional knowledge as an employee of the Company. You will also be required to sign a Non Disclosure Agreement on joining.
- 10. Activities:** During the period of your employment with the Company, you will devote your time to the work of the Company. During the office hours and when you are in the office premises, you will not take up or indulge in (whether part time or otherwise) any other employment or assignment or any office, honorary or for any consideration, in cash or in kind or otherwise, without the prior written permission of the Company. For any such activities that you indulge in during your personal time after office hours, you will not disturb or involve any other person from office during office hours and in office premises, without prior permission from the Company. Also you shall not commit / involve (whether directly or indirectly) in any act or omission (whether intentional or reckless or negligent or otherwise) which prejudices the interest(s) /goodwill of the Company. You shall not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products, services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the explicit written permission from the Company. Any breach thereof, shall be deemed to be a violation of the Company policies and would be treated accordingly.
- 11. Assets and Materials furnished by Company:** Company shall own all assets, materials / equipment it provides to you. You shall return all assets, documents, files, materials / equipment upon the earlier of the termination of your services or Company's request for return of such assets, materials, etc. You shall be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.
- 12.** You covenant that you shall not do or indulge in any of the following, without the prior written consent of the Company:

- (a) **Compete:** During the term of your employment and for a period of 1 year thereafter, you shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business / activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with your obligations to the Company as provided herein;
- (b) **Solicit Business:** During the Tenure and for a period of at least one (1) years after the Tenure you shall not solicit, endeavor to solicit, influence or attempt to influence any client, customer or other person directly or indirectly to direct her / his or its purchase of the Company's products and / or services to himself or any person, firm, corporation, institution or other entity in competition with the business of the Company; and
- (c) **Solicit Personnel:** During the Tenure and for a period of at least one (1) years after the Tenure you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.
- (d) You agree that the restrictions contained in this Clause of this Agreement are considered reasonable for the legitimate protection of the business and goodwill of the Company. In the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were amended, the above restriction shall apply with the deletion of such words or such amendment of scope, period or area of application as may be required to make the restrictions contained in this Section valid and enforceable. Notwithstanding the limitation of this provision by any law for the time being in force, you undertake to, at all times, observe and be bound by the spirit of this Clause. Provided however that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which the restrictions contained in this Clause were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.
- (e) You acknowledge and agrees that the covenants and obligations with respect to non-compete and non-solicitation as set forth above are reasonable restrictions and relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury. Therefore, you agrees that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations contained in this Clause. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

- 13. Work Done For Hire:** All work product(s), tangible / intangible properties prepared or developed or conceived by you, during the term of your employment with the Company, shall be considered works made for hire owned exclusively by Company. You shall not have any rights (of whatsoever nature) in the intellectual property right (of any kind including but not limited to the right to be identified as author and the right of ownership etc) prepared or developed or conceived in connection with your services to Company.
- 14. Governing Agreement:** If you have [executed / to execute] any agreement(s) in connection with the Company then your services shall also be governed by such applicable agreement(s). With respect to an subject matter(s) / issue(s), if any conflict arises between this Appointment Letter and any such applicable agreement(s) then the respective provision(s) in such agreement(s) shall prevail over this Appointment Letter.
- 15. Tax:** All payments to you, by the Company shall be subject to the deduction of applicable taxes / levies, as per the prevailing statutory provisions.
- 16.** The Company reserves the right to **terminate** your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
- 17.** Any violation of the above mentioned terms or any other Company procedures and policies would attract action as per Company's **disciplinary policy** in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to payback any amount in lieu of notice.
- 18. General:** The above terms and conditions are based on Company policies and other rules currently applicable in India (which are subject to amendments), regulations of the Company as shall be in force at the appropriate time. Only those authorized by a specific power of attorney may sign legal documents, representing the organization. In all service matters, including those not specifically covered here, such as Travel, Leave, Retirement, etc., you will be governed by the rules of the Company framed from time to time.

We look forward to having you on board. As a token of acceptance of this appointment letter, please sign the duplicate copy attached and return to us.

With Regards,

For Marsplay Internet Private Limited

Misbah Ashraf

Founder & CEO

Misbah Ashraf

Job Role Details:

- a. Create Video content everyday on given topic
 - i. If you miss any day, you won't get paid.
 - ii. You have to follow guidelines strictly.
 - iii. Content should be original not being posted anywhere.
 - iv. Content should be yours not someone else.
- b. You have to share it on your Whatsapp and Instagram
 - i. You can't delete it for 24 hours of posting
- c. Share 30 video content in a month

Missing any of above guidelines can cancel your internship offer and you won't be paid.

A handwritten signature in black ink, appearing to read 'Ravi', is located in the lower-left quadrant of the page.