



codilar

To
SANDEEP MAHADEV DHANGE,

Date: **17-04-2019**

APPOINTMENT ORDER

We are glad to offer you an appointment as “**Associate Software Engineer**” in our organization with effective from **tentatively first week of July**, your monthly salary will be **INR 10000/- PM in probation period. After probation, your salary will be revised to INR 16694/- PM for 9 months, and minimum 30% hike will be effective from 13th month of your joining date.** Statutory dues will be deducted as per rules. The salary structure is enclosed. Your employment with us shall be governed by the terms and conditions specified in the Employment Agreement annexed hereto as **Annexure A**, and by the other policies of the Company which shall be made available for your perusal and reference from time to time.

1. This offer of employment is based on the information/details furnished by you while considering your candidature. If at any time it comes to the knowledge of the Management that, the information furnished by you are incorrect or if you have suppressed any material facts which you should have disclosed, your services are liable for termination without any notice.

- a. You shall furnish your address and change of address if any, during the course of your employment. It shall be notified to the Management and it shall be your duty to intimate the same in writing within 3 days from the date of any such change and shall also get the change so affected recorded in the register of addresses maintained for the purpose by the Management. All communication sent to you by the Management at your last given address shall be deemed to have been delivered to you at the correct address.

- b. You will be on whole time employment in the Organization and shall not engage yourself in any work or business or profession either honorary or otherwise without permission of the Management.

2. Initially you shall be on probation for a period of **THREE** months w.e.f and the said period of probation shall be liable to be extended further or dispensed with earlier at the discretion of the Management. During or at the expiry of your said probationary period or the extended period of probation, the Management will have the right to terminate your services without any notice or without assigning any reasons thereof. Unless confirmed in writing, you will continue to be on probation.

3. You shall not utilize, disclose or divulge to any person, any trade secrets or know-how of the Management of affairs, administrations technology, research and development carried out in the organization.
4. You shall sign and deliver a Copyright Assignment Agreement which is attached as **Annexure 2** to the Employment Agreement and a Non-Disclosure Agreement which is attached as **Annexure 3** to the Employment Agreement, on reporting to duty in this regard.
5. You shall be under training for the initial 3 months of contract employment. The training period is subject to change depending on your performance or company requirements. To compensate for the training costs, you are required to serve the company for a minimum of **24 months** including the training period. In case you wish to terminate, you shall be bound to pay the training costs to company which is fixed at **INR 125,000 (One lakh Twenty-Five Thousand Only)**.
6. Every employee shall be under probation for 3 months, during which the employee shall refrain from terminating the employment. In case of termination by the employee, the employee shall pay 1-month salary in lieu of notice in case of termination of your employment.
7. You shall not receive any presents, commissions, loans, advances or any sort of gratification or benefit in cash or in kind from any person, party or agency, with which the company has business dealings. It is strictly forbidden.
8. If you are using your personal you are an employee using your own devices such as laptop, mobile phone or any other electronic devices for work purposes, you shall not misuse such devices during work hours. The Company is not liable for any malpractice, downloading any pirated or explicit content or any such practices that are illegal. In case of any act, omission, constituting misconduct you may be placed under suspension. An enquiry or disciplinary action may be initiated against you.
9. Your services will be liable to be transferred from one place to another and /or from one post to another either in the same unit or any sister concerns of the establishment anywhere in India either existing or that may be set up in future.
10. You will be responsible for the safe custody of the resources (tangible and intangible) entrusted to you or comes to your possession and in case of any damage or loss, the management shall have the right to make good of the same from your salary besides taking any other disciplinary actions as may be deemed fit and proper. You shall perform the services and work according to directions/instructions given to you from time to time by your superiors.
11. Even after the confirmation of your services, the Management reserves the right to terminate your services after providing one month's notice or payment of one month's salary in lieu of notice. Similarly, when you opt to leave the services of the company, you may do so by giving two months'

notice or surrendering or paying two month's salary in lieu of the notice. This is applicable only after the completion of two years of agreement.

Apart from above conditions, you will be governed by the rules and regulations of the Company from time to time.

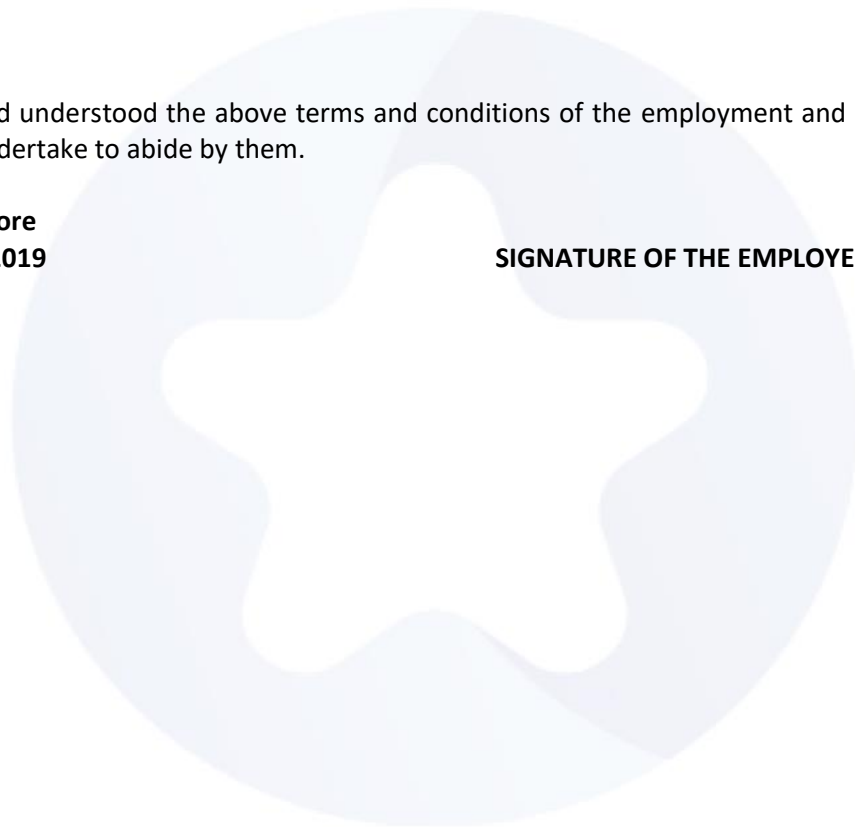
In case the above terms and conditions are acceptable to you, please return the copy of this offer of appointment after affixing your signature in token of your having accepted the same.

For Codilar
AUTHORIZED SIGNATORY

I have read and understood the above terms and conditions of the employment and agree to them and further undertake to abide by them.

PLACE: Bangalore
DATE: 17-04-2019

SIGNATURE OF THE EMPLOYEE



Annexure A

Employment Agreement

Your employment with **Codilar Technologies Pvt. Ltd**, a company incorporated under the Companies Act 2013 and having its registered office at **Sai Manasa, 703, 30th Main Rd, BTM 2nd Stage, Bengaluru, Karnataka 560076** (hereinafter referred to as "**Company**" which expression shall mean and include unless repugnant to the context its successors-in-interest and assigns), shall be subject to the terms and conditions provided herein below and subject to the policies of the Company, as updated from time to time, which are contained in the Employment Handbook/notified on a regular basis.

1. Commencement of Employment

Your employment with the Company shall begin on, **tentatively first week of July**, and shall be subject to termination as provided hereunder. You will devote your full time, skill and attention to the work and business of the Company, and shall work faithfully, sincerely, diligently, efficiently and to the best of your ability to promote, continue and develop the interests of the Company.

2. Posting/Location

Your posting will be at our office located at **Sai Manasa, 703, 30th Main Rd, BTM 2nd Stage, Bengaluru, Karnataka 560076**, but you are liable to be transferred to any of the of the Company's sister companies, associate companies, branch offices or client campuses to which you may be posted on deputation, secondment or transfer. Your duties may also require you to travel in India and to other countries, often at short notice.

- a. Your roles, responsibilities and objectives shall be as described to you during your acceptance. There could be changes in the job description and any promotions. Such changes shall be notified to you via e-mail. The roles and responsibilities set out are only indicative and it shall be your responsibility to carry out all such functions as are ancillary thereto and as may be necessary to effectively complete your objectives.
- b. You agree and acknowledge that the Company reserves the right to vary your roles and responsibilities, from time to time.
- c. You shall report to **Mahaveer**.

3. Representation and Warranties by the Employee

- 3.1 You represent and warrant that all works created and submitted by you to the Company, including but not limited to Graphics, UX Designs, Logos, Code, Blogs ("**Work**") are, and will be, your original work of authorship and the same does not, and shall not, infringe the copyright, trademark or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party.
- 3.2 You shall ensure that all information contained in your Work is not false, plagiarized, misleading or inaccurate.
- 3.3 You represent and warrant that the Work is not, and may not reasonably be considered to be, defamatory, libellous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy.

- 3.4 You represent and warrant that the Work does not incorporate materials from a third party web site unless it is freely available in the public domain. Further, any communication with clients, colleagues and other official communication should be via the official e-mail address only. You shall refrain from using your personal e-mail address.
- 3.5 You represent and warrant that the Work does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files.
- 3.6 You represent and warrant that you use your best endeavours to promote the interests of the Company; and perform to the best of your ability, in accordance with the directions of the Company, the duties and responsibilities normally associated with your position, and such additional duties and responsibilities for the Company as the Company may from time to time reasonably specify.
- 3.7 You hereby agree to indemnify, defend and hold the Company harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Company, which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of any of his/her obligations or Agreement contained herein.
- 3.8 You agree not to misuse the Company Wi-Fi and other such resources made available to you to access pirated content such as pirated versions of software's, torrents, movies, music and televisions streaming sites, any explicit or pornographic sites and any other prohibited content on the internet. Any misuse, misconduct or illegal activities shall amount to breach of this Agreement. You shall be liable for losses, costs, expenses and damages that may arise out of such a breach.

4. Further you agree and covenant that, you shall:

- 4.1 Undertake the duties and exercise the powers which the Company assigns or vests in you and comply with all lawful orders and instructions given by the Company in this regard;
- 4.2 Observe, comply and implement the Company's rules, regulations and policies as may be in effect from time to time;
- 4.3 Perform the duties and exercise the powers that are assigned to or vested in you from time to time by the Company, in a proper and efficient manner with all due care, skill and diligence;
- 4.4 devote the whole of your time, attention and skill exclusively to the business of the Company during normal business hours and such other hours as are necessary to satisfactorily perform your obligations as stipulated herein;
- 4.5 You further agree and acknowledge that this is an exclusive employment agreement. Accordingly, during your employment, you shall not, without the prior written consent of the Company, directly or indirectly, by yourself or through others, own, manage,
- 4.6 Operate, consult, freelance or be employed /engaged in any other business or profession, with or without compensation

5. Leave and Holidays

- 5.1. You will be entitled **18** days of paid leave every year. You are required to apply for leave in prior before the date on which you wish your paid leave to begin, provided that the number of times in which paid leave may be taken during any year shall not exceed two or such other number as may be agreed upon between the Company and yourself.
- 5.2. In addition to the leave mentioned above, you will be entitled to **12** days of public holidays through the year. These holidays may vary from year to year and are dependent upon the location of your posting. The Company shall notify you of the list of holidays applicable to you.

6. Compensation and Incentives

- 6.1. In consideration of the services to be rendered by you hereunder during your employment, upon the terms and subject to the conditions set forth herein, you will be entitled to the compensation and incentives as set out in **ANNEXURE 1 ("Compensation and Incentive Package")**.
- 6.2. The specific targets to be achieved for the base pay and incentive pay are also set out in Annexure 1 to this Agreement, if applicable.
- 6.3. Your increments and promotions shall be at the discretion of the Company and will be subject to and on the basis of your performance.
- 6.4. Payment of all compensation and incentives as set out in ANNEXURE 2, shall be made to you in accordance with the terms thereof and the relevant Company policies in effect from time to time, including normal payroll practices. All such payments shall be subject to withholding all applicable taxes.
- 6.5. You acknowledge and agree that the Compensation and Incentive Package remuneration is a matter purely between yourself and the Company and you are to keep this information and any changes thereto, strictly confidential.

7. Ethics and Confidentiality

"Confidential Information" shall include all trade secrets of the Company, and all information, including any information which relates to the operational, commercial, technical and financial activities of the Company or any such confidential information concerning any other company, or any of its or their suppliers, agents, distributors or customers. It does not extend to information already in the public domain unless such information has arrived there through unauthorized means.

During the term of this Employment Agreement, or at any time thereafter, You shall not directly or indirectly, disclose or grant access to the Company's or any of the Company's clients' Confidential Information or systems to any third party, nor shall You use or exploit such Confidential Information for any purpose other than those of the Company or of the clients of the Company. This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than by way of unauthorized disclosure.

All confidential records, documents and other paper together with any copies or extracts thereof made or required by you in the course of your employment with the Company shall be the sole and

exclusive property of the Company and must be returned on the termination of your employment with Company. All notes and memoranda of any Confidential Information which shall be acquired, received or made by you during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorized in that behalf at the termination of your employment or at the request of the management at any time during the course of your employment. To protect the interests of the Company, in furtherance of the provisions herein with regard to "Confidential Information" you will also need to sign the Company's standard "Non-Disclosure Agreement" as a condition of your employment, which is annexed hereto as **Annexure 3** to this Agreement.

We wish to impress upon you that we do not want you 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.

8. Your Work and Creations

All rights, title and interest to any Work done by you during the course of your employment with the Company, including any and all intellectual property rights in, and to the Work and any moral rights in, and to the Work, shall be deemed to have been assigned by You to the Company.

You shall:

- (a) Grant and assign to the Company an exclusive, royalty free, worldwide license to use, edit, modify, display and disseminate the work. You shall give the Company and its attorneys all necessary assistance and cooperation in connection with the preparation and prosecution of any application for registration of the intellectual property rights.
- (b) To protect the interests of the Company, in furtherance of the provisions herein with regard to your work and creations, you will also need to sign the Company's standard "Copyright Assignment Agreement" as a condition of your employment, which is annexed hereto as **Annexure 2** to this Agreement.

9. Non-solicitation:

You covenant with the Company that during your employment with the Firm, and for a period of **36 months** after ceasing to be employed with the Company, you will not endeavor to entice away from the Company any person who has, at any time during the **12 (Twelve) months** immediately preceding such cessation, been employed or engaged by the Company.

10. Non-competition:

You further covenant with the Company that during your employment with the Company, and for a period of **36 months** after ceasing to be employed with the Company, you will not, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company directly or indirectly carry on or be engaged in any activity or business which shall be in competition with the business of the Company.

11. Non- Infringement:

You further covenant with the Company that during and after ceasing to be employed with the Company, you will not infringe any intellectual property rights of the Company, including the work submitted by you during the course of your employment.

12. Termination

After confirmation of your employment in the Company, your contract may be terminated either by you or the Company by providing a notice period of 2 (Two) months prior written notice, or by payment

of 1-month salary in lieu of notice in case of termination of your employment by the Company. In case you are unable to serve the full notice period, you are required to buy out the notice period by paying 2 months of gross salary and employer approval. This is applicable only after the completion of two years of agreement. Upon termination, all the confidential information pertaining to the Company shall be returned to the Company within 3 working days.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. All disputes and differences whatsoever which shall arise between the parties relating to any matter or the interpretation of this agreement shall be referred to one or more arbitrators, one to be appointed by each party subject to the provisions of the Arbitration and conciliation Act, 1996 at **Bangalore, India**. The decision of the Arbitrator shall be final and binding.

14. Severability

In case any one or more of the provisions contained in these terms and conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these terms and conditions, but these terms and conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted for such invalid, illegal or unenforceable provision such other provision as will most nearly accomplish the intent of the parties to the extent permitted by the applicable law.

15. 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 granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

16. Injunctive Relief

You understand that in the event of a breach or threatened breach of this Agreement by you (particularly, the obligations assumed by you as regards Confidentiality), the Company may suffer irreparable harm inadequately compensable in damages, and therefore, the Company will also be entitled to seek injunctive relief to enforce this Agreement, in addition to all and any other legal remedies which may be available to the Company under applicable law.

17. General

The above terms and conditions, including those in **Annexure 1** to this Agreement (Compensation and Incentives Package) **Annexure 2** –(Copyright Assignment Agreement) and **Annexure 3** – (Non-Disclosure Agreement) are based on and subject to the Company's policies, procedures and other rules lay down from time to time.

18. 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

19. Employee acknowledges and agrees that during the 5 years Restricted Period employee shall not, directly or indirectly take away or divert, or attempt to solicit, take away or divert, the business of any client or customer or employee of the Company with the intention or for the purpose of providing services that compete with the services provided by the Company.

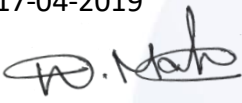
20. Notices.

Any notice that has to be served to the Company or to the employee shall be sent to the addresses mentioned below:

Address of the Company: Sai Manasa, 703, 30th Main Rd, BTM 2nd Stage, Bengaluru, Karnataka 560076.

Address of Employee: House No:250,Madhu-Sudhan Nivas,Sankeshwar-591313-Hukeri,Dist-Belgaum.

Any change of address should be notified within 5 working days to the respective parties.
The Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

<p>N. Codilar Technologies Private Limited</p> <p>By</p> <p>Mahaveer Devabalan Director and BDM at Codilar Date:17-04-2019</p> <p>Sign: </p>	<p>Agreed & Accepted:</p> <p>I have read the terms and conditions set out above and fully understand the same. In accepting employment with the Company, I undertake to conform to the terms and conditions set out above as well as other Company policies, procedures, instructions, etc, as may be communicated to me from time to time</p> <p>By</p> <p>SANDEEP MAHADEV DHANGE</p>
---	---

ANNEXURE 1

COMPENSATION AND INCENTIVE PACKAGE

Earnings	Amount	Deductions	Amount
Basic	5008	Profession Tax	200
H.R.A	2003	TDS	Based on IT
Medical Allowance	1669	Employee PF	601
Conveyance Allowance	1600	Employer PF	601
Special Allowance	6414	ESI	292
Incentives	Optional		
Total Earnings	16694	Total Deductions	1694
Net Total		15000	

ANNEXURE 2
COPYRIGHT ASSIGNMENT AGREEMENT

THIS COPYRIGHT ASSIGNMENT AGREEMENT is made on **17-04-2019** by and between:

1. **Codilar Technologies Pvt. Ltd**, a company incorporated under the Companies Act, 2013 and having its registered office at **Sai Manasa, 703, 30th Main Rd, BTM 2nd Stage, Bengaluru, Karnataka 560076** (hereinafter referred to as "**Company**" which expression shall mean and include unless repugnant to the context its successors-in-interest and assigns); and
2. **SANDEEP MAHADEV DHANGE** an individual, (hereinafter referred to as "**Employee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include heirs, executors, administrators, successors and permitted assigns);

BACKGROUND

I understand that the Company is engaged in the business of **Codilar is an emerging startup company that shelves point solutions; aims to engage, resolve and support day to day challenges of e-commerce businesses. With a strong domain expertise in ecommerce portal development as a backbone and handpicked technology leaders, we make a wonderful team driving next generation retail solutions.**

Accordingly it is critical for the Company to preserve and protect its rights in all designs and creations, and in all related intellectual property rights and proprietary information of the Company.

Accordingly, I am entering into this Copyright Assignment Agreement ("**Agreement**") as a condition of the Employment Agreement, whether or not I am expected to create work of value, or generate proprietary information, for the Company.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- (1) **Copyright:** The Employee acknowledges and agrees that any copyrightable works prepared by such Employee will fall within the scope of and during the course of his/her employment with the Company and the Company will be the first owner of such copyrightable works and the copyright therein. The Employee agrees that all the work done or created during the course of his/her employment with the Company, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by the Employee to the Company. The Employee further recognizes the right of the Company, as his/her employer, to the copyright on works made by the Employee in the course of his/her employment with the Company as prescribed under the Copyright Act, 1957, and will in no way dispute or challenge the same.
- (2) **Assignment of other rights:** In addition to the foregoing assignment of all work and creations to the Company, the Employee hereby irrevocably transfers and assigns to the Company: (i) all, copyrights and other intellectual property rights in any work and creation; and (ii) any related rights and derivative/adaptive rights; and (iii) any proprietary information of the Company. The Employee also hereby forever waives and agrees never to assert any and all Moral Rights that he/she may have in or with respect to any work and creation, even after termination of his/her work on behalf of the Company.

(3) **Assistance:** The Employee agrees to assist the Company in every proper way to obtain for the Company and enforce copyrights and other legal protections for the Company's work and proprietary information in any and all countries. The Employee agrees to execute any documents that the Company may reasonably request for use in obtaining or enforcing such copyrights and other legal protections. The Employee's obligations under this paragraph will continue beyond the termination of his/her employment with the Company, provided that the Company will compensate the Employee at a reasonable rate after such termination, for time or expenses actually spent by such Employee at the Company's request on such assistance.

(4) **No Breach of Prior Agreement:** The Employee represents that his/her performance of all the terms of this Agreement and his/her duties as Employee will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. The Employee represents that he/she will not bring with him/her to the Company or use in the performance of his/her 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.

(5) **Notification:** The Employee hereby authorizes the Company to notify his/her actual or future employers of the terms of this Agreement and his/her responsibilities hereunder.

(6) **Injunctive Relief:** The Employee understands that in the event of a breach or threatened breach of this Agreement by him/her, the Company may suffer irreparable harm inadequately compensable in damages, and therefore, the Company or any other party as provided herein, will be entitled to seek injunctive relief to enforce this Agreement, in addition to all and any other legal remedies which may be available to the Company under applicable law.

(8) **Indemnity:** The Employee hereby indemnifies, defends and holds the Company harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Company, which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of any of his/her obligations or Agreement contained herein.

(9) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India. All disputes and differences whatsoever which shall arise between the parties relating to any matter or the interpretation of this agreement shall be referred to one or more arbitrators, one to be appointed by each party subject to the provisions of the Arbitration and conciliation Act, 1996 at **Bangalore, India**. The decision of the Arbitrator shall be final and binding.

(10) **Severability:** In case any one or more of the provisions contained in these terms and conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these terms and conditions, but these terms and conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted for such invalid, illegal or unenforceable provision such other provision as will most nearly accomplish the intent of the parties to the extent permitted by the applicable law.

(11) **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 granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

(12) **Successors and Assigns:** 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.

(13) **Assignment:** The Company may assign any of its rights and obligations under this Agreement. The Employee shall not assign, whether voluntarily or by operation of law, any of his/her rights and obligations under this Agreement, except with the prior written consent of the Company.

(14) **Further Assurances:** The Employee hereby agrees 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.

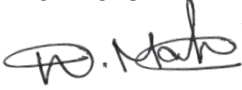
(15) **Enforceability:** The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Employee against the Company whether predicated in this Agreement or otherwise.

(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.

The Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.



<p>N. Codilar Technologies Private Limited</p> <p>By</p> <p>Mahaveer Devabalan Director and BDM at Codilar Date:17-04-2019</p> <p>Sign: </p>	<p>Agreed & Accepted:</p> <p>I have read the terms and conditions set out above and fully understand the same. In accepting employment with the Company, I undertake to conform to the terms and conditions set out above as well as other Company policies, procedures, instructions, etc, as may be communicated to me from time to time</p> <p>By</p> <p>SANDEEP MAHADEV DHANGE</p>
---	---

Annexure 3
Non-Disclosure Agreement

THIS NON DISCLOSURE AGREEMENT is made on 17-04-2019 by and between:

1. **Codilar Technologies Pvt. Ltd.**, a company incorporated under the Companies Act 2013 and having its registered office at **Sai Manasa, 703, 30th Main Rd, BTM 2nd Stage, Bengaluru, Karnataka 560076** (hereinafter referred to as "Company" which expression shall mean and include unless repugnant to the context its successors-in-interest and assigns); and
2. **SANDEEP MAHADEV DHANGE** an individual, (hereinafter referred to as "**Employee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include heirs, executors, administrators, successors and permitted assigns)

WHEREAS

- A. In order for the Employee to discharge his/her responsibilities as per the terms and conditions of the Employment Agreement executed by him/her with the Company **tentatively on 1st week of July** the Company will be providing certain Confidential Information to the Employee.
- B. The Employee acknowledges and confirms that the unauthorized disclosure or misuse of Confidential Information by the Employee may cause substantial direct and consequential loss and damage to *inter alia* the Company, its employees, shareholders and customers.
- C. In return for the Company providing the Employee with Confidential Information and as a pre-requisite to the Employee joining the Company, the Employee agrees to enter into this Agreement and be subject to all its terms and conditions.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- (1) **Confidential Information**: For the purposes of this Agreement, "**Confidential Information**" shall include all trade secrets of the Company, and all information, including any information which relates to the operational, commercial, technical and financial activities of the Company or any such confidential information concerning any other company, or any of its or their suppliers, agents, distributors or customers. It does not extend to information already in the public domain unless such information has arrived there through unauthorized means.
- (2) Subject to the terms and conditions of this Agreement, Company agrees to disclose the Confidential Information to the Employee.
- (3) **Obligation of Non-Disclosure**: The Employee agrees:
 - (a) To retain all Confidential Information in strict confidence and at least to the same extent as it protects its own confidential information of the same nature;
 - (b) Not to disclose any Confidential Information in whole or part to any third party;
 - (c) Not to use the Confidential Information for any purpose other than those explicitly specified in writing by the Company;
 - (d) Not to copy any of the Confidential Information without the prior written consent of the Company; and

- (e) Not to disclose the existence of this Agreement or any details of the transaction contemplated by this Agreement to any third party.
- (4) **Non-applicability of confidentiality obligations:** Notwithstanding any other provision to the contrary in this Agreement, the Employee's obligations of confidentiality will not apply to any information which:
 - (a) Prior to disclosure by the Company to the Employee was (i) already publicly available; (ii) received by the Employee from a third party without restriction; or (iii) independently developed by the Employee.
 - (b) After disclosure by the Company to the Employee, (i) becomes publicly available through no wrongful act of the Employee; (ii) is disclosed without restriction to the Employee by a third party who is not in breach of an obligation of confidence owed to the Company; or (iii) is required by law to be disclosed.
- (5) **Return or Destruction of Confidential Information:** All Confidential Information remains the property of the Company. Upon the Company's request, the Employee must, at the Company's option, either return to the Company or destroy all such Confidential Information together with any summaries of or extracts from such information and all copies or adaptations thereof which the Employee may have in its possession or control, including removal of any such information from electronic storage. Employee must ensure that all parties to whom it has disclosed such information will comply with the Company's request. Employee agrees to give the Company a written notice stating that it has returned or destroyed all Confidential Information in accordance with this clause.
- (6) Nothing in this Agreement will obligate the Company to disclose any information to the Employee or enter into any other agreement or arrangement with the Employee, nor will it be construed as granting any rights to the Employee.
- (7) Employee's obligations under this Agreement will survive the termination of his/her employment with the Company regardless of the manner of such termination.
- (8) **Indemnity:** The Employee hereby indemnifies, defends and holds the Company harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Company, which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of any of his/her obligations or Agreement contained herein.
- (9) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India. All disputes and differences whatsoever which shall arise between the parties relating to any matter or the interpretation of this agreement shall be referred to one or more arbitrators, one to be appointed by each party subject to the provisions of the Arbitration and conciliation Act, 1996 at **Bangalore, India**. The decision of the Arbitrator shall be final and binding.
- (10) **Severability:** In case any one or more of the provisions contained in these terms and conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these terms and conditions, but these terms and conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted for such invalid, illegal or unenforceable provision such other provision as will most nearly accomplish the intent of the parties to the extent permitted by the applicable law.

- (11) **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 granted

Under this Agreement as to any one provision herein shall not constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

- (12) **Successors and Assigns:** 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.
- (13) **Assignment:** The Company may assign any of its rights and obligations under this Agreement. The Employee shall not assign, whether voluntarily or by operation of law, any of his/her rights and obligations under this Agreement, except with the prior written consent of the Company.
- (14) **Further Assurances:** The Employee hereby agrees 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.
- (15) **Enforceability:** The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Employee against the Company whether predicated in this Agreement or otherwise.
- (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.

The Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

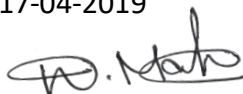
Yours sincerely,

Codilar Technologies Pvt. Ltd

By

Mahaveer Devabalan
Director and BDM at Codilar
Date:17-04-2019

Sign:



Agreed & Accepted:

I have read the terms and conditions set out above and fully understand the same. In accepting employment with the Company, I undertake to conform to the terms and conditions set out above as well as other Company policies, procedures, instructions, etc, as may be communicated to me from time to time

By

SANDEEP MAHADEV DHANGE



Private & Confidential

KodNest

15th April 2019

Sub: Offer Confirmation Letter

Dear Sandeep Mahadev Dhange,

We are pleased to extend you an offer with KodNest as “**Trainee**” following your selection in our CSR DRIVE under the following terms and conditions:

TERMS AND CONDITIONS

- 1. The trainee is entitled to the unified course provided by Kodnest and shall utilize all the facilities provided by us to their fullest potential.**
- 2. The Trainee shall abide by the rules and regulations of Kodnest and strictly adheres to it, failing to do so will lead to termination of the candidature.**
- 3. The trainee shall actively participate in all the placement drives and opportunities matching the criteria which is provided by KODNEST through various means without missing them and ensuring a pre approval is taken in case of emergency situations.**
- 4. Kodnest shall not charge the trainee who are selected through the CSR program and there is no fees or any kind of charges that needs to be paid to KODNEST.**
- 5. You shall be required to provide the Company 2 copies of all documents and information as per the verification policy.**
- 6. KodNest reserves the right to terminate your Training without notice on grounds of breach of policy, misconduct or disciplinary grounds.**

7. Absence for a continuous period of five days without prior approval of your supervisors (including overstay on leave/ training) can lead to your Training opportunity being terminated without notice.

8. Any violation of the above mentioned 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 pay any amount in lieu of notice.

The start day of your training shall be communicated to you all in the next mail and request those selected to get mail copy for reference purpose as this shall act as your entry card.

Kindly sign and return a copy of this letter.

We welcome you and wish you every success in your career with KodNest.

Confidentiality policy

- All documents provided by the company must be kept confidential except in case of legal advice.

Sincerely

For Kodnest

Akash Pandey
CEO & Founder

Accepted

(Signature of the Candidate)

ANNEXURE 1:

List of documents Copy to be submitted,

- 1 Education provisional certificate and mark sheets of the highest qualified degree / professional qualification.
- 2 Copy of passport (First and Last Pages)
- 3 Two (2) passport size photographs
- 4 Copy of the PAN (permanent account number) Card, self attested.

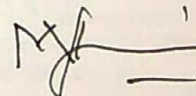
Ref No- TFT/CAMP/05

Name: Sandeep M. Dhanje

Date: 18/09/2018

Offer Letter

We are Happy to inform you that you have been shortlisted in our screening process conducted at Hirasugar Institute of Technology Nidasosi. Training in our incubation centre starts from August 16th 2019 onwards. On the day of joining we would explain complete program with schedule in detail



TECH FORTUNE TECHNOLOGIES

#18 22ND MAIN SUBANNA GARDEN, VIJAYANAGAR, BANGALORE - 560040
Ph: +91 9591 68 7143/8317 35 5535 - www.tech-fortune.com | email: info@tech-fortune.com

Terms and Conditions

- We do not charge for the complete training which takes around 3 months.
- Based on your training performance company will be offering job as permanent employee.
- We do not charge any of the interviews and placement activities conducted from Tech Fortune Academy End.
- The Training Depends on Tech fortune Management Decision End **Manual Testing or Core Java or Dot Net or CAE or Embedded.**
- No Other Additional Subjects/ Courses are included in this Program.

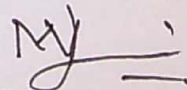
Below Are the Rules for Placement Activity:

1. You should have 95% of classroom and Practical attendance of all training sessions conducted from Tech Fortune Academy End.
2. Should be ready to relocate to any of the following cities based on for job / Interviews(Bangalore/Hyderabad/Chennai/Delhi/Pune/Mumbai)
3. Should complete assignments on given time from the faculties.
4. Need to give every day presentations.
5. **Bring this offer letter on the first day along with all semester marks cards (Original and Attested Photocopies) .10th /12th / and any government ID proof document.**

This offer is valid only till 16th August 2019.If you come on any other date. Free training will not be valid. You may have to pay the fees and attend the training.

USN:

Yours Faithfully,
For Tech Fortune Technologies



Mallikarjun. V.S
(Operation – Head)