

**August, 16, 2023**

**Daksh Sharma**  
**A-86, Sector-61,**  
**Noida, UP**

**Subject:** Offer of Employment.

Dear **Mr. Sharma,**

We are pleased to offer you employment as a **Software Engineer** in our Software Services Division.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited, a Metacube Group Company, are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement

Given that you are being assigned to a sensitive customer project with a high learning curve, and also that you will be mentored by the customer and Metacube leads on the skills required for the project, you will have to complete one year compulsory service period from the date of joining. If for any reason you leave the services of the Company before completing the compulsory service period then you will be liable to pay a sum of Rs 1,50,000 (Rupees one lakh and fifty thousand only) to the Company towards the cost of training and ramp up. You also undertake not to dispute the above amount, and agree to pay the same before being relieved from the company.

In order to accept this Offer of Employment, please sign the enclosures and return them to us within three days from the date of receipt of this letter.

Please accept our congratulations, and we look forward to having you as one of our creative and motivated team members. We also hope that you will have a long and satisfying career with us. This offer shall be effective from your date of joining, **September 1, 2023.**

With best regards,

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**Kapil Dev Singh**

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

**Metacube Software Private Limited:**

**Employee:**

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**Kapil Dev Singh**  
**Head Recruitment**

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**Daksh Sharma**

**ANNEXURE – 1**  
**COMPENSATION STRUCTURE**

I agree and confirm that my compensation package in the first year will be as given below and my first appraisal would be due on **April 1, 2024**.

**Employee Name**

**Daksh Sharma**

**Location**

**Jaipur**

**Jaipur**

	<b>Monthly</b>	<b>Annual</b>
<b>(A) Base Salary</b>		
Basic Pay	18000	216000
House Rent Allowance	7200	86400
Transportation Allowance	6000	72000
Executive Allowance	18155	217860
Medical Allowance	1250	15000
Employer's contribution to PF	2160	25920
<b>Total (A)</b>	<b>52765</b>	<b>633180</b>
<b>(B) Additional Monthly Allowances</b>		
Project Hot Skills Allowance	3000	36000
Basket of Allowance (BOA)	8333	100000
<b>Total (B)</b>	<b>11333</b>	<b>136000</b>
<b>(C) Total Monthly Salary (A+B)</b>	<b>64098</b>	<b>769180</b>
<b>(D) Fixed Annual Components</b>		
Fixed Annual Bonus		15830
<b>Total (D)</b>		<b>15830</b>
<b>(E) Fixed Annual Compensation (C+D)</b>		<b>785010</b>
<b>(F) Variable Annual Components</b>		
Variable Bonus at Max		15000
<b>Total (F)</b>		<b>15000</b>
<b>(G) Total Annual Compensation (E+F)</b>		<b>800010</b>
<b>(H) Other Benefits</b>		
Gratuity		10385
Insurances		7000
<b>Total (H)</b>		<b>17385</b>
<b>Gross Annual Compensation (G+H)</b>		<b>817395</b>

## **A. Calculation of Components**

1. **Provident Fund:** Employer and employee provident fund contribution shall be as per the applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law, the employer and employee provident fund contribution is decided through mutual consent.
2. **Fixed Annual Bonus (FAB):** 2.5% of the Annual Base Salary.
3. **Basket of Allowances (BOA) :** This is a monthly component that will enable you to choose from certain tax friendly options that may be currently available.
4. **Variable Annual Bonus (VAB) :** The table above depicts the maximum possible payout amount for the VAB component. The actual payout amount for VAB will be decided at the time of your annual appraisal and will be in the sole and absolute discretion of the company.
5. **Gratuity:** As per statutory provisions.
6. **Insurances:** Insurances include Medical Insurance (SA 3L), Term Insurance (SA 10L), Group Personal Accident Insurance (SA 10L) and Covid Compensation Insurance (SA 10L) as per the terms and conditions of the group insurance policies taken by the Company. The amounts mentioned are based on estimated cost to the company and subject to variation.
7. **Leave Encashment:** This is a component outside the standard annual compensation structure and is governed by the leave encashment policy of the Company. The maximum leave encashment amount, based on 18 days of unavailed leaves, shall be Rs. **30363**

## **B. Eligibility and Terms of Payment**

1. **Appraisal Year:** It is the year starting from the last appraisal date or the joining date of the individual as applicable.
2. **Eligibility:** I will become eligible for all Annual Bonus components, namely Fixed Annual Bonus and Variable Annual Bonus, only on completion of the appraisal year applicable to me. If I leave the employment in the middle of an appraisal year, then I will not be eligible for these Annual Bonus components for that appraisal year.
3. **Fixed Annual Bonus (FAB):** This amount will be paid immediately upon completion of my appraisal year.
4. **Variable Annual Bonus (VAB):** The actual amount will be decided at the time of my annual appraisal process and will be paid thereafter. The Variable Annual Bonus amount paid will be in the sole and absolute discretion of the Company.
5. **Appraisal During Resignation Period:** I will not be eligible for appraisal if my next appraisal due date is falling during my notice period.
6. In case any Annual Bonus component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Bonus component paid to me in advance will get adjusted from my final payment.

**Income Tax:** Income Tax in respect of the above mentioned compensation package would be borne by me

**C. Appraisal**

I agree and confirm that my first appraisal would be due on **April 1, 2024** and that the revised compensation, if any, will be at the sole and absolute discretion of the Company, which will be decided after the completion of appraisal period.

**Metacube Software Private Limited:**

**Employee:**

\_\_\_\_\_  
**Kapil Dev Singh**  
**Head Recruitment**

\_\_\_\_\_  
**Daksh Sharma**

## TERMS OF EMPLOYMENT

I, **Daksh Sharma**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

### 1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

### 2. Joining Formalities

I understand that this Terms of Employment will become effective from **September 1, 2023**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

### 3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

### 4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

### 5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

### Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

### **Assignment**

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

### **Transferability across locations**

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

### **Policy Applicability**

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

### **6. Company's Belief and Work Culture**

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

**Professional Environment** The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.

**Perfection** The Company will march relentlessly towards perfection in its products and services.

**Customer Satisfaction** The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.

**Technological Leadership** The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.

**Contribution** The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.

**Team Work** The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

## **7. Adherence to rules and regulations**

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

## **8. Conflicting Employment or Activity**

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

## **9. Term and Notice Period**

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

## **10. Employee's Inability To Contract For Employer**

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

## **11. Gift from third party :**

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

## **12. Returning Company Property :**

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

### **13. Equitable Relief:**

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

### **14. Indemnity :**

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

### **15. Data Privacy:**

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

### **16. Non-Compete, Non-Solicitation and Non-Interference:**

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.



I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12) months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

**17. General Provisions:**

**a) Entire Contract and Alteration:**

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment' and 'Employee Confidentiality and Intellectual Property Assignment Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

**b) Governing Law and Jurisdiction:**

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

**c) Severability:**

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

**d) Successors and Assigns:**

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

**e) Reasonableness of Restrictions:**

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

**f) Notices:**

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

**Kind Attn.:** Head Recruitment

**Address:** SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

**Fax:** 91-141-2771691

**E-mail:** [hrd@metacube.com](mailto:hrd@metacube.com)

To **Employee** at:

Daksh Sharma  
A-86,  
Sector-61,  
Noida  
UP  
E-Mail: [daksh301200@gmail.com](mailto:daksh301200@gmail.com)

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

**Metacube Software Private Limited:**

**Employee:**

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**Kapil Dev Singh**  
**Head Recruitment**

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**Daksh Sharma**

**Encl:** as below

**EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (hereinafter referred to as the ("**Agreement**") is made as of the **September 1, 2023** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Daksh Sharma, Son of Devendra Kumar Sharma** resident of **A-86, Sector-61, Noida, UP** ("**Employee**"), where in the parties agree as follows:

**1. Definitions and Interpretation**

**1.1 "Confidential Information"** shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

**1.2 "Intellectual Property"** shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of the

foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

## **2. Obligations**

**2.1** During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

**2.2** During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

**2.3** Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

**2.4 Assignment of Intellectual Property.** Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

**2.5 Maintenance of Records.** Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

### **3. Term**

**3.1** This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

**3.2** Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and the year first above written.

**Metacube Software Pvt. Ltd.:**

**Employee:**

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**Kapil Dev Singh**  
**Head Recruitment**

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**Daksh Sharma**