

WUBBA LUBBA DUB DUB

Wubba Lubba Dub Dub Pvt. Ltd.
61, Krishna Rajendra Rd, Gandhi Bazaar, Basavanagudi, Bengaluru, Karnataka-560004

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CONFIDENTIAL

DATE OF ISSUE: 14th October 2022

OFFER LETTER

Dear Varnika,

Welcome to the Wubba Lubba Dub Dub Family!

We are happy that you have decided to join us in our Mission of an exciting phase of expansion and development, and we believe that with your knowledge and skills you will be able to make a significant contribution and impactful change resulting into the success of the company.

We are pleased to offer you the position of **Executive Content Creator** in **Wubba Lubba Dub Dub Private Limited** ("the Company") to be based at **Bangalore** on the following Terms and Conditions:

1. Joining date and formalities:

Your joining date will be **November 1, 2022** and will be contingent on your current employment arrangement. Please ensure that you report for work on the date indicated. This offer is subject to background verification along with verification of original certificates of educational qualifications and other documents submitted by you.

Please know that we would like to hear from you regarding your decision as soon as possible. Please indicate your acceptance of our employment offer by signing a copy of this letter and send a scanned copy at the following address:

hr@wldd.in

The elements of this offer are personal and specific to you, and accordingly, we do not consider them appropriate to be shared with colleagues or the general public. All details conveyed in this offer are based on our understanding of your expected completion of degree program, and availability and likely start timing. We describe benefits and conditions currently in force as of today and expected to be ongoing at the time you join.

2. REMUNERATION:

Your annual CTC is Rs. 408,000/- (INR Four lakh eight thousand only). The salary comprises of a Basic Pay, Fixed Allowances and Other benefits. The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund
- (b) Employee State Insurance
- (c) Income tax deducted at source at the rates applicable;
- (d) Employment Professional Taxes;
- (e) Or any other applicable statutory deductions.

The Income Tax Liability with regards your salary and perks will be your liability and will be governed by the tax laws of the country as applicable from time to time.

The Company is entitled to deduct from any payment due to you on termination of employment or during your employment, any monies due from you to the Company. Such sums include, without limitation, repayment of any loans or advances, repayment of any overpaid holiday pay, salary or benefits and the cost of any damage to or failure to return the Company's property. The Company will operate this clause in a fair and reasonable manner.

Unauthorized spending, damaging company property and losing company property will be liable to deduction from the salary.

All employees are paid between 1st to 5th of subsequent month.

3. PROVIDENT FUND:

When you begin employment with WLDD, you will be enrolled in Provident Fund account. The primary objective of this program is to provide long-term financial security for WLDD's employees, while reducing current tax exposure. Personal contributions to the account of up to 12% of basic salary will be deducted from your gross salary; the Company also makes matching contributions to your account.

4. ANNUAL LEAVE, HOLIDAY & SICK LEAVE:

We offer 18 days of all-purposes leave (APL) per year, inclusive of casual and sick leave. We also provide you with one Birthday Leave on your Birthday and one Wellness Leave. In your first year with the Company you will receive a pro-rata proportion of your annual leaves.

5. HEALTH INSURANCE:

We offer a group insurance plan to cover hospitalization expenses for employees. Further details about all of these benefits will be provided upon joining the Company.

6. RETIREMENT AGE:

The age of Superannuating of an employee from Company Service is 58 years.

7. PROBATION:

On joining the Company, you shall be on probation for three(3) months. During this period, your employment may be terminated on giving fifteen(15) days of notice. You are also at liberty to resign from the services of the Company by giving fifteen(15) days of notice in writing. Further, unless otherwise communicated to you in writing, your services shall stand confirmed at the end of the period of probation.

You hereby agree and acknowledge that, in the event that you resign from the services of the Company within 30 days from the date of joining the company, you will not be entitled to receive any salary due until your previous date of working or an experience letter from the Company.

8. TERMINATION:

During your employment with us, you are required to provide the Company with not less than 60 days (2 Months) written notice to terminate the employment, or by payment of two month's salary in lieu of such notice.

The Company may relieve you from the services before the notice period or without any notice, or the Company reserves the right to require you not to attend work or attend work or undertake any duties in relation to your employment during the notice period.

You are not entitled to take any leave during notice period. In case you are granted leave during notice period then your notice period will be extended accordingly or salary will be deducted in lieu thereof.

If termination is found to be wrongful by an appropriate Court in India, based on a non-appealable order, the maximum liability of the Company shall not exceed one-month salary.

9. RETURN OF COMPANY PROPERTY:

When your employment is terminated or at any other time if you are requested to do so, you must return to the Company all property and data belonging to or relating to the Company, any Associated Company or its or their business.

10. EQUIPMENT USAGE & SAFETY POLICY:

You are required to keep your place of work in a safe condition. You must inform the HR and Admin team immediately of any accident or if you believe your workstation or any equipment supplied by the Company is unsafe. Misuse of equipment and facilities will result in disciplinary action. In case of misuse or loss of company assets resulting in monetary loss, the same shall be recovered or deducted from the salary due to you.

11. DISCIPLINARY & GRIEVANCE PROCEDURES:

You will be subject to the Company's Disciplinary and Capability Rules and Grievance Procedures. If you have any grievance relating to your employment, you should refer the matter to your immediate senior or HR in the first instance.

12. NON-COMPETE:

During your employment with us, you shall be working with the company on a full time basis and shall not engage in any competitive business or competitive assignments and not undertake any business, job or work from any of our clients or customers or outsiders. You agree not to engage with any of our clients or customers in any manner including employment after the termination of your services from the Company. The non compete provisions will be applicable for six months from the date of your termination.

13. NON-SOLICITATION:

During the term of your employment and for a period of six (6) month immediately after the termination of your contract, you agree not to solicit/poach any employee or independent contractor of the Company on behalf of any other company or any other business enterprise, nor shall you induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.

14. EMPLOYMENT & CONFIDENTIALITY AGREEMENT:

You shall promptly disclose and deliver to the Company full details, including drawings and models, of any inventions, discoveries or improvements which are originated, conceived, written or made by you at any time during your employment and which relate or could relate, directly or indirectly, to the Company's Business.

You shall promptly disclose to the Company any copyright works or designs originated, conceived, written or made by you during your employment, which relate, or could relate to the Company's business.

You irrevocably and unconditionally waive in favor of the Company all moral rights conferred on you now or in future in force in any part of the world for any work the rights in which are vested in the Company.

You will not use any third-party data or materials that are not validly licensed by the Company unless authorized by your manager. You will not violate the Intellectual Property Rights of any third party during your employment. If the Company is held liable for any violation by you, you will indemnify the Company against any losses, liabilities, litigation and expenses.

You are required to maintain the highest order of discipline and secrecy with regards to the work of the Company and/or its subsidiaries or Associate Companies and in case of any breach of discipline/trust, your services may be terminated by the Company with immediate effect and legal actions will be taken.

All your activities will be monitored and if found sharing any confidential or company data to anyone else apart from our clients even to your personal mail id will lead to strict actions under the breach of confidentiality policy. Breach of confidentiality will lead to Termination and you will have to pay 6 months of salary & charges of lawsuit filed against the Company by the client. In case you fail to pay within 10 days from the date of notification the Company will take legal actions against you.

15. INTELLECTUAL PROPERTY RIGHTS:

All the Intellectual Property Rights in the material developed by you, class material and related documents shall at all times remain the property of WLDD. You shall provide all assistance and execute all deeds and documents required to vest the Intellectual Property Rights with WLDD. In the event any of the Intellectual Property Rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty free right in such Intellectual Property in perpetuity to WLDD. You shall not assert any right title and interest over such Intellectual Property Rights

16. INDEMNITY:

You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- Any act or omission by you
- Contravention of any of the terms, conditions, covenants of this letter of the Non Disclosure and Confidential Information Agreement
- Any representation or warranty or information furnished to the Company found to be false
- Violation/mom compliance with any laws/rules/regulations while rendering the services
- Failure to adhere to t he standards/specifications/policies of the Company.

17. GENERAL PROVISIONS:

- 17.1. As an employee in the full time employment of the Company, you are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself.
- 17.2. During your employment, you must devote your full time and attention to your duties of employment failing to which your employment will be terminated. Therefore, you may not (without the prior written consent of the Company or Board, which shall not be unreasonably withheld) directly or indirectly:
- Engage in, or
 - Be concerned with, or
 - Provide services to, (whether as an employee, officer, director, agent, partner, consultant or otherwise except to work for us or with us as Freelancer), or
 - Have any financial or other interest in, or
 - Accept any other engagement or appointment in
 - Any other business activity (whether or not competitive with the business of the Company or any Group Company) or other non-business activity, or public office.
- 17.3. You are required to sign a Non Disclosure and Confidential information Agreement with the Company, prior to joining the services of the Company. Your employment to the Company shall be contingent upon you executing the said agreement.
- 17.4. You shall endeavour to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility held by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.
- 17.5. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and profession merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

- 17.6. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself to be disobedient, intemperate, irregular in attendance, commit a breach of the terms of your employment or of any of the stipulations herein contained, the company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.
- 17.7. You will keep the company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.
- 17.8. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.
- 17.9. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.
- 17.10. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka.
- 17.11. The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between your self and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

Varnika Bajaj

Varnika

Signature

Wubba Lubba Dub Dub Pvt Ltd

**JAIDEV
KASHINATH
KESTI**

Authorized Signatory

Digitally signed by
JAIDEV KASHINATH KESTI
Date: 2022.10.14 18:41:19
+05'30'

NON DISCLOSURE AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is made and entered on **1st November 2022** ("Effective Date"), by and between **Wubba Lubba Dub Dub Private Limited**, ("**the Disclosing Party**") and **Varnika Bajaj** ("**the Recipient**") (collectively, "**the Parties**").

The Parties hereby agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
2. All Confidential Information disclosed to the Recipient will be used solely for the Company's Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same highest degree of care that the receiving party will reflect for its own data.
3. Recipient will not disclose Confidential Information to peers/employees, third parties like agents, consultants and contractors etc. Recipient will not make any copies of Disclosing Party's Confidential Information except as needed for the Company's Business Purpose. At the request of the Disclosing Party, Recipient shall return to the Disclosing Party all Confidential Information of the Disclosing Party (including any copies thereof) and certify the destruction thereof.
4. All the unauthorized spends on Adwords, Media planning/buying, printing, images, fonts, voiceover, music, videos, photography etc. by the recipient will be recovered from his/her salary.
5. All rights, titles and interests in and to the Confidential Information shall remain with the Disclosing Party. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of the Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
6. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

7. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to recover the loss from the recipient's 6 months gross salary & charges of lawsuit filed against the Company by the client.
8. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of India and Bangalore Jurisdiction. This Agreement may not be amended except in writing signed by a duly authorized representative of the disclosing party. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Varnika

Name: Varnika Bajaj

Place: Bangalore

JAIDEV

KASHINATH

KESTI

Digitally signed by
JAIDEV KASHINATH
KESTI

Date: 2022.10.14
18:42:06 +05'30'

Wubba Lubba Dub Dub Pvt Ltd

Place: Bangalore

Checklist

Please furnish the following documents as a part of joining formalities:

- 1.** Relieving letter, latest salary certificate/salary slip, and experience letter from the immediate/previous employer.

- 2.** Email id and Contact number of the previous employer.

- 3.** Two passport-size photographs.

- 4.** Copies of certificates of Educational Qualification.

- 5.** Certificate showing proof of age (Birth Certificate or School Leaving Certificate)

- 6.** Copy of ID & Address Proof - Passport/Driving License/Aadhaar Card.

- 7.** Copy of Medical Insurance (if applicable)

- 8.** Copy of PAN Number.