

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is being executed at Jaipur on this 9th day of November, 2017, by and between:

MCGI Private Limited a company incorporated under the Companies Act, 2013 and having its registered office at J-40, Shyam GHP Enclave, Krishna Marg, C-Scheme, Jaipur 302001, Jaipur, India through its General Manager Rajiv Bhargava [hereinafter referred to as the "**COMPANY**"], of the **ONE PART**

AND

Ms. Shobhika Periwal (ID PAN Card# _____), Resident of _____ Jaipur, [hereinafter referred to as the "**EMPLOYEE**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heir(s), legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)], of the **OTHER PART**

The COMPANY and the EMPLOYEE shall hereinafter be jointly referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The COMPANY is a subsidiary of MCG International Holdings Inc., wholly owned by Multimedia Commerce Group Inc, owner and operator of a home shopping television and internet network currently located in Knoxville, Tennessee, which does business as Jewellery Television® and JTV® (the "**Network**"). The term "**COMPANY AND ITS AFFILIATES**" means the COMPANY, its parent company and its related, affiliated and group companies and the Network, or any combination thereof
- B. The EMPLOYEE has agreed to become employed by COMPANY and COMPANY desires to employ EMPLOYEE in the position ~~of Sr. Buyer (Gemstone)~~ with job responsibilities as assigned from time to time by management of the COMPANY subject to the terms and conditions agreed hereto.
- C. The EMPLOYEE acknowledges that the EMPLOYEE will develop skills, abilities and contacts during his/her employment with the COMPANY and the EMPLOYEE will have access to Confidential Information (*defined below*), trade secrets, intellectual property, clients/customers, employees etc. of the COMPANY, its holding company(ies), subsidiary(ies), associate company(ies), etc., while fulfilling its lawful obligations under his/her employment with the COMPANY.

- D. The Parties have decided to enter into this Employment Agreement (“**the Agreement**”) out of their own free will to record the terms and condition of the EMPLOYEE’s employment with the COMPANY and the EMPLOYEE has agreed to be bound by the obligations set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND SUFFICIENCY OF WHICH EACH OF THE PARTIES ACKNOWLEDGE, THE COMPANY AND THE EMPLOYEE INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- (i) “**Applicable Law**” means all applicable statutes, laws, ordinances, rules and regulations, judgments, notifications, orders, decrees, bye-laws, guidelines, or any decision, or determination, or any interpretation, policy or administration, having the force of law in India, including but not limited to, any approval by any authority, in each case as in effect from time to time.
- (ii) “**Confidential Information**” shall mean and include all disclosures, data and information, whether tangible or intangible, and whether on paper or in electronic form or graphic and/or machine readable form, or otherwise about the COMPANY, its holding company(ies), its subsidiary(ies), its associate company(ies), and their businesses, their properties and/or their activities (including but not limited to information gained or procured by the EMPLOYEE from the COMPANY, its employees, subsidiaries, holding companies or agents, or through inspection of property owned or controlled by the COMPANY, its holding company(ies), its subsidiary(ies), its associate company(ies), including software and documents, or the premises of any facility of the COMPANY or while working with the COMPANY) which have already been or will be accessed by, furnished to or obtained by the EMPLOYEE, and without limitation include:
- a) All processes, procedures, systems, operations, customer information, pricing information, supply information, product information, trade information, vendor information, lists of customers, vendors, suppliers, transmitters, and other product lists, all business and financial information, and all other restricted information and trade secrets, including such information necessary for the EMPLOYEE to perform his or her assigned functions with COMPANY.
 - b) Any third party's confidential information which the COMPANY has the responsibility to keep confidential pursuant to Applicable Law and agreements between the COMPANY and such third party; and

- c) Any other information that the COMPANY claims as confidential.
- (iii) **“Competing Product”** means and includes any product, process, or service of any person or organization other than the COMPANY, in existence or under development, (a) which is identical to, substantially the same as, or an adequate substitute for any product, process, or service of the COMPANY, in existence or under development, on which the EMPLOYEE works during the time of his employment with the COMPANY or about which the EMPLOYEE acquires Confidential Information, and (b) which is (or could reasonably be anticipated to be) marketed or distributed in such a manner and in such a geographic area as to actually compete with such product, process or services of the COMPANY.
- (iv) **“Participate In”** means and includes, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity.
- (v) **“Misconduct”** means a wrongful, improper, or unlawful conduct including any of the following acts:
- a) Insubordination or disobedience, whether alone or in combination with others, of any lawful and reasonable order of a superior ;
 - b) Damage or loss of COMPANY's property;
 - c) Taking or giving bribe or any illegal gratification;
 - d) Theft, fraud or dishonesty in connection with the COMPANY's business or property;
 - e) Absence without leave for more than seven (7) days;
 - f) Habitual absence without leave;
 - g) Breach of any law applicable to the COMPANY/work place;
 - h) Habitual late attendance;
 - i) Riotous or disorderly behaviour during working hours at the work place/office or any act subversive of discipline;
 - j) Striking work or inciting others to strike work;
 - k) Habitual or gross negligence or neglect of work,
 - l) Contravention of the provisions of any law or rule having the force of law;
 - m) Joining any other employment without completing the termination process prescribed under this Agreement;
 - n) Any other act which is detrimental to the interest of the COMPANY.

- (vi) “**Technical Achievements**” shall include, but not limited to all ideas, discoveries, inventions, custom designs, know-how, concepts, strategies, processes, products, methods, improvements and renovations whether patentable/copyrightable or not.

2. APPOINTMENT

- 2.1 Subject to the terms and conditions of this Agreement, the COMPANY hereby appoints the EMPLOYEE as Merchandising & Sales ~~Manager~~ and the EMPLOYEE hereby accepts his appointment as Merchandising & Sales Manager, of the COMPANY (“**the Employment**”). The EMPLOYEE shall join the Employment on November 9, 2017 or any other date as may be given by the COMPANY. The appointment of the EMPLOYEE and this Agreement shall be effective only upon joining of Employment by the EMPLOYEE on November 9, 2017 or any other date as may be given by the COMPANY.
- 2.2 The Employment of the EMPLOYEE shall commence on the date on which he joins the Employment as per clause 2.1 hereinabove and shall continue till the termination of Employment in accordance with clause 13 of this Agreement.
- 2.3 The Employee shall be on probation for a period of six (6) months commencing from the date of joining (“**PROBATION PERIOD**”).
- 2.4 The salary of the EMPLOYEE, until changed or enhanced by the management of the COMPANY, shall be Rs.65,000/= (Rupees Sixty Five Thousand only) per month. All taxes and statutory obligations will be deducted and net payment will be made to you.
- 2.5 The above-mentioned salary of the EMPLOYEE is inclusive of any amount payable by the COMPANY to the EMPLOYEE towards any overtime and the EMPLOYEE shall not be entitled to claim any additional charges towards overtime from the COMPANY unless specifically agreed in writing by the COMPANY.
- 2.6 The EMPLOYEE shall be governed by the rules, policies, standards and procedures established by the COMPANY from time to time.
- 2.7 The EMPLOYEE shall, during the subsistence of the Employment, devote his/her whole time, attention and ability to the affairs of the COMPANY and shall not, from the date of joining, work for any person/entity other than the COMPANY without the express permission of the COMPANY. Further, during the subsistence of the Employment, the EMPLOYEE shall not interest himself/herself in any other business/occupation/commercial activity, whether or not such business or trading is in competition with the business of the COMPANY.

- 2.8 Before or at the expiry of the PROBATION PERIOD, having given guidance and sufficient time to improve the work to the satisfaction of superiors, if the work of the EMPLOYEE is not satisfactory, the COMPANY, at its sole discretion, be entitled to do any of the following:
- a) Extend the PROBATION PERIOD for such period and on such terms and conditions as the COMPANY may deem fit; or
 - b) Terminate the Employment of the EMPLOYEE; or
 - c) Confirm the Employment of the EMPLOYEE on such terms and conditions as the COMPANY may deem fit.
- 2.9 The decision of the COMPANY and/or management of the COMPANY regarding performance of the EMPLOYEE during the PROBATION PERIOD, extension of PROBATION PERIOD, termination of Employment after the expiry of PROBATION PERIOD and/or confirmation of Employment of the EMPLOYEE shall be final and binding upon the EMPLOYEE. Further, in this regard, the EMPLOYEE shall not be entitled to claim permanence upon expiry of PROBATION PERIOD (including extended PROBATION PERIOD) if the employment is terminated by the COMPANY during or at the end of such probation or extended PROBATION PERIOD or to question any of the decision of the COMPANY and/or management of the COMPANY.
- 2.10 The EMPLOYEE hereby acknowledges that the information relating to his compensation/salary is Confidential Information and the EMPLOYEE shall not disclose the amount of compensation/salary or any other information relating to EMPLOYEE's compensation/salary except as necessary for tax reporting or as required by a court of law or administrative agency of competent jurisdiction. Violation of this provision may result in immediate disciplinary action up to and including termination of Employment.
- 2.11 The COMPANY may at its sole discretion increase salary of the EMPLOYEE from time to time. The EMPLOYEE acknowledges that the COMPANY has no obligation to increase salary at the end of PROBATION PERIOD or annually.
- 2.12 The COMPANY may at its sole discretion offer motivational incentives from time to time and such incentives will not form part of the terms and conditions of the employment.
- 2.13 The EMPLOYEE's continuance in the Employment of the COMPANY shall be subject to physical fitness of the EMPLOYEE.
- 2.14 The EMPLOYEE shall be initially posted at Jaipur at the Registered Office of the COMPANY or at any other place of business of the COMPANY in Jaipur. However, the COMPANY reserves the right to transfer the EMPLOYEE to any other office/location of the COMPANY within the city of Jaipur. The COMPANY and the EMPLOYEE may agree

to relocate to any other place within India and such relocation or transfer will be subject to terms and conditions as are acceptable to both parties.

- 2.15 The EMPLOYEE shall be responsible for efficient, satisfactory and economical operation in the area of responsibility that may be assigned to the EMPLOYEE by the COMPANY and/or management of the COMPANY, from time to time, and undertakes not to Participate In any subversive act against the COMPANY and/or management of the COMPANY.

3. NON-DISCLOSURE

- 3.1 The EMPLOYEE acknowledges that the EMPLOYEE will have access to Confidential Information and will have current and/or future knowledge of and acquaintance with the COMPANY's internal operations during the Employment with the COMPANY and therefore the EMPLOYEE covenants and agrees to use the Confidential Information only in connection with the fulfillment of his obligations under this Agreement ("**the Purpose**") and not for any other purpose without the prior written consent of the COMPANY, which prior consent may be refused by the COMPANY without assigning any reasons.
- 3.2 No other right or license, whether expressed or implied, in the Confidential Information is granted to the EMPLOYEE hereunder. Title to the Confidential Information will remain solely in the COMPANY. All use of Confidential Information by the EMPLOYEE shall be for the benefit of the COMPANY and any modifications and improvements thereof by the EMPLOYEE shall be the sole property of the COMPANY.
- 3.3 The EMPLOYEE shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own confidential information.
- 3.4 The EMPLOYEE shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the prior written consent of the COMPANY. The EMPLOYEE shall immediately upon request by the COMPANY, deliver to the COMPANY all Confidential Information disclosed to the EMPLOYEE, including all copies (if any) made in terms of these.

- 3.5 The EMPLOYEE shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the COMPANY who need to have access or knowledge of the Confidential Information solely for the Purpose as defined above and such persons are under similar obligation of confidentiality and non-disclosure as these presents. The EMPLOYEE shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.
- 3.6 TheEMPLOYEE shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the COMPANY.

4. RETURN OF CONFIDENTIAL INFORMATION

- 4.1 Upon demand made by the COMPANY, the EMPLOYEE shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the COMPANY within seven (7) days after receipt of notice, and (iii) certify in writing that the EMPLOYEE has complied with the obligations set forth in this paragraph.
- 4.2 The obligations of the EMPLOYEE respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

5. NON-COMPETITION

- 5.1 The EMPLOYEE acknowledges that the EMPLOYEE will develop unique skills, talents, abilities, contacts, and crucial judgment and knowledge of the business of the COMPANYAND ITS AFFILATES and will have access to the Confidential Information, trade secrets, intellectual property, clients/customers, employees etc. of the COMPANY AND ITS AFFILATES, during the Employment with the COMPANY and therefore the EMPLOYEE covenants and agrees that he/sheshall not Participate In businesses/activities in competition with the COMPANYAND ITS AFFILATES or develop/assist, in any manner, in development/manufacturing of products identical or similar to those of the COMPANYAND ITS AFFILATES for third parties or him/herself or, in any capacity as owner, manager, shareholder, advisor, director, official, partner, employee, consultant etc. of any other business entities and/or competitor(s) of the COMPANYAND ITS

AFFILATES during the term of the Employment with the COMPANY and for Two (2) years from the Date of Termination, after the termination thereof.

- 5.2 The EMPLOYEE shall not act or conduct himself in any manner that the COMPANY shall have reason to believe that it is inimical or contrary to the best interests of the COMPANY AND ITS AFFILATES.

6. **NON-SOLICITATION**

The EMPLOYEE hereby covenants and agrees that during the entire period of Employment of the EMPLOYEE with the COMPANY and for 2(two) years after the termination of the Employment (regardless of reason of termination) thereof, shall not, directly or indirectly, on his/her own behalf or on behalf of or in conjunction with any person or legal entity:

- (i) solicit, canvass, entice away, induce or retain (or endeavor to solicit, canvass, entice away, induce or retain) in any capacity and in any manner any of the current or past employees of the COMPANY AND ITS AFFILATES to the detriment of the COMPANY AND ITS AFFILATES or induce or attempt to induce any such persons to leave services of the COMPANY AND ITS AFFILATES, whether or not such person would commit a breach of contract by reason of leaving service; or
- (ii) solicit, canvass or entice away (or endeavor to solicit, canvass or entice away) any clients, customers, suppliers, vendors, agents, contact of the COMPANY AND ITS AFFILATES, existing or past, for his/her benefit or for the benefit of any person other than the COMPANY AND ITS AFFILATES or to terminate, cease dealing or otherwise adversely modify their relationship or contract with the COMPANY AND ITS AFFILATES, in any way, or knowingly encourage or influence any existing clients, customers, suppliers, vendors, agents, contact of the COMPANY AND ITS AFFILATES, to do the business with any other person; or
- (iii) act as an advisor, consultant, trustee or agent for any third person or promote, start, engage in any business that directly or indirectly relates to any Competing Product or development which competes with any business of the COMPANY AND ITS AFFILATES.
- (iv) call upon, sell, deliver to, or accept business or orders from any past, present or prospective customers of the COMPANY AND ITS AFFILATES. The EMPLOYEE shall not request any customers of any business which is being conducted or contemplated by the COMPANY AND ITS AFFILATES to curtail or cancel their business with the COMPANY.

7. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS.

- 7.1 Disclosure.EMPLOYEE agrees to promptly make a full written disclosure to the of any ideas, inventions, discoveries, developments, improvements, works of authorship and other works, whether or not subject to patent, trademark, copyright or trade secret protection, that have been or caused to be conceived, developed, or reduced to practice during the term of employment by , in the course of performing services for , or with the use of resources of (hereinafter referred to as “**Work Product**”). All such Work Product generated by EMPLOYEE shall be the sole and exclusive property of the COMPANY.
- 7.2 Assignment of Rights.EMPLOYEE agrees to assign to the COMPANY all rights, title and interest in and to all Work Product, including any application for patent, copyright, or trademark, any registration for copyright or trademark, and any patent, in and to all modifications or improvements thereto, in and to all renewals and extensions thereof, in and to all works based upon, derived from or incorporating Work Product (hereinafter referred to as “**Intellectual Property**”), in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, in and to all causes of action, either in law or in equity for past, present or future infringement relating to Intellectual Property, and in and to all rights corresponding to the foregoing throughout the world. EMPLOYEE further agrees that all such Intellectual Property shall for all purposes be deemed as acquired by and to hold all such Intellectual Property in trust for the sole right, benefit, and use of the COMPANY until the entire right, title and interest thereto has been transferred to the COMPANY.
- 7.3 Assistance.EMPLOYEE, at COMPANY’s request and expense, agrees to review, execute, acknowledge, and deliver any and all papers necessary to secure legal protection for such Intellectual Property, including but not necessarily limited to applications for patents and copyrights; to execute any oath or declaration and verify any document in connection with carrying out the terms of this Agreement; and to assist in any case, controversy, or proceeding relating to such Intellectual Property or to the patents, trademarks, copyrights, or trade secrets resulting therefrom.
- 7.4 Appointment of Agent and Attorney in Fact. In the event the COMPANY is unable for any reason whatsoever to secure the signature of EMPLOYEE to any lawful and necessary documents required, including those necessary for the assignment of, or application for any letters patent, trademark, or copyright, EMPLOYEE hereby irrevocably designates and appoints and its duly authorized officers and agents as agent and attorney in fact, to act for and in EMPLOYEE’s behalf and stead to execute and file any such application and to do all other lawfully permitted acts to further the assignment, prosecution, and issuance of letters patent, trademark or copyright thereon with the same legal force and effect as if

executed by EMPLOYEE. EMPLOYEE hereby waives and quits all claims to any and all claims of any nature whatsoever that EMPLOYEE may now have or may hereafter have for infringement of any patent, trademark, or copyright resulting from any such application.

8. TITLE AND PROPRIETARY RIGHTS

Notwithstanding the disclosure of any Confidential Information by the COMPANY to the EMPLOYEE, the COMPANY shall retain title and all Intellectual Property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by EMPLOYEE is either granted or implied by the conveying of Confidential Information. The EMPLOYEE shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the COMPANY on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the EMPLOYEE shall not add or emboss his/her own or any other any mark, symbol or logo on such Confidential Information.

9. RIGHT TO OBTAIN AND SHARE INFORMATION

If at any time in the future, the COMPANY believes that the EMPLOYEE, or former EMPLOYEE, has breached or may breach this Agreement, the EMPLOYEE specifically grants the COMPANY, the COMPANY's holding company(ies), successor(s) or assign(s), affiliate(s), employee(s), agent(s) or representative(s), the right to contact any future or potential Employer of the EMPLOYEE or any competitor(s) which the EMPLOYEE has entered or may be contemplating entering into a business relationship with, to advise such business or competitor(s) about the existence of this Agreement, to furnish a copy of this Agreement to such business, advise such business of the COMPANY's intention with respect to the enforcement of this Agreement, and take any other actions or make any other communications reasonably intended to protect or enforce the COMPANY's rights under this Agreement. The EMPLOYEE specifically waives the right to bring any action at law or equity that might arise or otherwise be available from such communications or actions.

10. REMEDIES

- 10.1 The EMPLOYEE acknowledges that if the EMPLOYEE fails to comply with any of his/her obligations hereunder or is in breach of any of the terms & conditions herein, the COMPANY may suffer immediate, irreparable harm for which monetary damages may not be adequate. The EMPLOYEE acknowledges that damages are not a sufficient remedy for the COMPANY for the breach of any of the EMPLOYEE's undertakings herein provided

and the EMPLOYEE further confirms that the COMPANY is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of undertakings, terms & conditions of this Agreement by the EMPLOYEE, in addition to any other remedies available to the COMPANY in Applicable Law or in equity.

- 10.2 The EMPLOYEE agrees to pay the COMPANY's reasonable attorney fees, expert witness fees, expenses, court costs and all other costs of whatever kind incident to obtaining such injunctive relief or otherwise incurred in enforcing this Agreement or in obtaining any other legal or equitable relief arising in connection with this Agreement.

11. ENTIRE AGREEMENT, AMENDMENT, AND ASSIGNMENT

This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. No covenant or condition not expressed in this Agreement shall affect or be effective to interpret, change, or restrict this Agreement. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable for the EMPLOYEE.

12. CONFLICT OF INTEREST

- 12.1 The EMPLOYEE has represented that there are no contracts, restrictions or other matters which would interfere with his ability to discharge his obligations under this Agreement. If, while performing his duties and responsibilities under this Agreement, the EMPLOYEE becomes aware of any potential or actual conflict between his interests and those of the COMPANY, then the EMPLOYEE shall immediately inform the COMPANY. Where the COMPANY forms the view that such a conflict does or could exist, it may direct the EMPLOYEE to take action(s) to resolve that conflict, and the EMPLOYEE shall comply with such instruction. When acting in his capacity as EMPLOYEE, the EMPLOYEE shall not, either directly or indirectly, receive or accept for his own benefit or the benefit of any person or entity other than the COMPANY any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the COMPANY.
- 12.2 The EMPLOYEE agrees to inform the COMPANY in writing if any of his / her immediate family members is / are directly engaged in the business relating to Competing Product. The COMPANY has the right to terminate the EMPLOYEE without any statutory or other benefits or notice period,, if the EMPLOYEE fails to inform the COMPANY within 30 days of the beginning of such engagement by the immediate family member(s). The reference to "immediate family members" includes EMPLOYEE's father, mother, wife,

son(s), daughter(s), brother(s) and their children's, sister(s) and their children's, brother in law, father in law, mother in law and sister in law.

13. TERMINATION

13.1 This Agreement may be terminated at any time by the EMPLOYEE by giving one (1) months' prior notice in writing to that effect or salary in lieu of the said one month notice to the COMPANY.

13.2 The COMPANY shall be entitled to terminate this Agreement by giving one (1) month prior notice of its intention to terminate this Agreement to the EMPLOYEE or by giving one (1) month salary in lieu of the said notice period to the EMPLOYEE.

13.3 Notwithstanding any contained in Clause 13.2 hereinabove, in case the EMPLOYEE, in the opinion of the COMPANY,

- (a) is found guilty of Misconduct or violation of any of the terms and conditions of this Agreement;
- (b) is found medically un-fit for the Employment;
- (c) is found to offer, pay, promise to pay, or authorize payment of money, or to offer, give, or promise to give anything of value to a any Government (Central or State) employee, officer, department, agency, or instrumentality thereof in order to obtain or retain business or secure an improper business advantage;
- (d) is dishonest in the exercise of the duty or intentionally commits a criminal offence against the COMPANY;
- (e) intentionally causes damage to the COMPANY;
- (f) causes gross damage to the COMPANY, through his/her negligence;
- (g) violates any work regulations, rules, or orders of the COMPANY;
- (h) remains absent from duties for 5 consecutive regular working days without reasonable excuse; or
- (i) is convicted by a court of law;

the COMPANY shall be entitled to terminate this Agreement without giving any prior notice or salary in lieu of notice to the EMPLOYEE.

13.4 The EMPLOYEE shall be solely responsible and liable for any loss, damage, litigation or claim against him by the Employer or any third party due to any act, omission or conduct of the EMPLOYEE as mentioned in clause 13.3.

13.5 Should the EMPLOYEE become medically unfit or permanently disabled to perform his duties, this Employment Agreement will automatically terminated without any party giving notice to other party.

13.6 Upon termination of the Employment of the EMPLOYEE, the COMPANY may issue the relieving documents to the EMPLOYEE only after the completion of following events:

- (i) A full and final settlement has been drawn between the Parties and the EMPLOYEE is not liable to pay any amount to the COMPANY;
- (ii) Completion of the handing over process duly and diligently;
- (iii) Submission of all official documents and materials in the custody or possession of the EMPLOYEE to the satisfaction of the COMPANY;
- (iv) Submission of mobile phone, laptop or other items issued to the EMPLOYEE, if any;
- (v) There is no other dispute pending between the COMPANY and the EMPLOYEE in any Court or before any forum.

14. GOVERNING LAW AND JURISDICTION

14.1 The provisions of this Agreement shall be governed by the laws of India.

14.2 This Agreement shall be subject to jurisdiction of Courts at Jaipur, Rajasthan (India).

15. MISCELLANEOUS

15.1 EMPLOYEE represents and warrants to the COMPANY that (i) he/she is able to perform fully EMPLOYEE's duties and responsibilities contemplated by this Agreement and (ii) there are no restrictions, covenants, agreements or limitations of any kind on EMPLOYEE's right or ability to enter into and fully perform the terms of this Agreement.

15.2 Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication shall be delivered by hand, established courier service or facsimile or email to the Party to which it is required or permitted to be given or made at such Party's address specified hereinabove or at such other address as such Party has from time to time but at least five (5) days prior to the date of communication, designated by written notice to the other Party hereto.

15.3 No failure or delay by the COMPANY in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

15.4 Each Clause of this Agreement shall be and remain separate from and independent of and severable from all and any other Clause herein except where otherwise indicate by the context of the Agreement. The decision or declaration that one or more of the Clauses are null and void or not enforceable shall have no effect on the remaining Clauses of this Agreement and remaining Clauses shall remain in full force and effect.

- 15.5 The provisions of Clause 3 (*Non-disclosure*), Clause 4 (*Return of Confidential Information*), Clause 5 (*Non-Compete*), Clause 6 (*Non-Solicitation*) as are applicable or relevant thereto, shall survive the termination of this Agreement.
- 15.6 The relationship between COMPANY and EMPLOYEE is that of Employer/employee and not any other relationship. Nothing herein contained shall be construed to give EMPLOYEE any right except as herein expressly provided.
- 15.7 All payments, compensation, monies and other things of value received or realized from third parties as a result of the rendition of services by EMPLOYEE shall belong to and be paid and delivered to the COMPANY.
- 15.8 EMPLOYEE shall have no authority to enter into any contracts binding upon the COMPANY to create any obligations on the part of the COMPANY except such as shall be authorized by the Board of Directors of the COMPANY acting pursuant to authority granted by the Board of Directors under the Memorandum of Association and Articles of Association of the COMPANY.
- 15.9 No amendment or alterations to the terms and conditions of the Agreement shall be valid unless mutually agreed in writing and signed by both the Parties.
- 15.10 Any terms and conditions not specifically covered under the Agreement shall be governed by the internal rules and regulation of the COMPANY.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

SIGNED AND DELIVERED

MCGI Private Limited
COMPANY

SHOBHIKA PERIWAL
EMPLOYEE

Name: _____

Title: _____

In the presence of:
(Witness)

In the presence of:
(Witness)
