



AGUA WIRELESS SYSTEMS PRIVATE LIMITED

No. 465, Beri Div Dighal, Madana,
JHAJJAR, Jhajjar, Haryana, India,
124102 Ph: +91 80 5000 1150
Email: info@aguaws.com

01st of July, 2021

Ritik Jain

S/O Mr. Rishabh Jain

**D-131 Madhuvan Greens, Tili Ward, Sagar, Madhya
Pradesh - 470001**

Dear **Ritik Jain**,

I am pleased to confirm our verbal offer of employment to you for a **Full-time** position with *AGUA Wireless Systems Pvt Ltd* as **Executive Assistant to COO**. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of past employment and education records.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both *AGUA Wireless Systems Pvt Ltd* and yourself with respect to your employment conditions, and is governed by the laws of the Republic of India. It details the terms and conditions of your employment with *AGUA Wireless Systems Pvt Ltd* and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to us upon your earliest convenience, but prior to your first day of employment.

Ritik Jain, we look forward to welcoming you to the *AGUA Wireless Systems Pvt Ltd* team and wish you a successful and rewarding career with us.

Sincerely,

Kanish Aggarwal

Co-Founder and COO

AGUA Wireless Systems Pvt Ltd

I, **Ritik Jain**, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date



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Schedule A

AGUA WIRELESS SYSTEMS PVT LTD

Terms and Conditions of Employment

The following outlines the terms and conditions of employment with **AGUA Wireless Systems Pvt Ltd**. The AGUA Wireless Systems Pvt Ltd reserves the right to change these terms and conditions as necessary, with due notice.

Title	Executive Assistant to COO
Initial Reporting Relationship	Kanish Aggarwal, COO
Responsibilities	Your job responsibilities include Acting as the point of contact among executives, employees, clients and other external partners. Managing information flow in a timely and accurate manner. Managing executives' calendars and set up meetings. Spearheading the marketing and sales strategy of Agua. A copy of your position description is attached as Schedule "B." While employed by the AGUA Wireless Systems Pvt Ltd you agree to work on a full-time basis exclusively for the AGUA Wireless Systems Pvt Ltd and agree that you shall not, while you are employed by the AGUA Wireless Systems Pvt Ltd be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the AGUA Wireless Systems Pvt Ltd or interferes or could reasonably interfere with your duties to the AGUA Wireless Systems Pvt Ltd without our prior written permission.
Remuneration	Salary - INR 18,000 per month (Will be revised up to INR 25,000 per month post-probationary period, based on performance)
Status	Full-time
Start Date	01/07/2021
Hours of Work	10:00 am to 6:00 pm
Overtime	120% of pro-hour salary when approved by supervisor.
Payroll Schedule	Your salary will be paid to you on a <i>monthly</i> basis, less required deductions, (through direct deposit) OR Cheque
Vacation	12 casual leaves annually, 2 sick leaves per month



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Benefits	You shall be entitled to participate in all benefit plans of <i>AGUA Wireless Systems Pvt Ltd</i> as may be made available to employees of <i>AGUA Wireless Systems Pvt Ltd</i> from time to time for which you are eligible. You will receive complete details of all benefits plans as part of your new employee orientation, and enrolment will take place (<i>immediately</i>) OR (<i>once you meet the Eligibility criteria</i>).
Sales Incentives	For every order bought in and closed by the employee, the sales incentive structure would be as follows - • Order Value < INR 10,000: Sales Incentive = 5% of order Value • Order Value < INR 100,000: Sales Incentive = 2% of order Value • Order Value >= INR 100,000: Sales Incentive = 1% of order Value
Travel	N.A
Probationary Period	3 months
Policies and Standards	<i>AGUA Wireless Systems Pvt Ltd</i> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the It is agreed that the introduction and administration of these policies is within the sole discretion of <i>AGUA Wireless Systems Pvt Ltd</i> and that these policies do not form a part of this Agreement. It is agreed that if <i>AGUA Wireless Systems Pvt Ltd</i> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."
Non-Solicitation	You hereby agree that, while you are employed by <i>AGUA Wireless Systems Pvt Ltd</i> and for one (1) year following the termination of your employment with <i>AGUA Wireless Systems Pvt Ltd</i> you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <i>AGUA Wireless Systems Pvt Ltd</i> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <i>AGUA Wireless Systems Pvt Ltd</i> in a manner that conflicts with or interferes in the business of <i>AGUA Wireless Systems Pvt Ltd</i> as conducted with such customer or supplier.



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Representation	You hereby represent and warrant to <i>AGUA Wireless Systems Pvt Ltd</i> that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <i>AGUA Wireless Systems Pvt Ltd</i> breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.
Changes to Duties	If your duties or compensation should change during the course of your employment with <i>AGUA Wireless Systems Pvt Ltd</i> the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Dependent on deductibles.
Termination	<i>AGUA Wireless Systems Pvt Ltd</i> may terminate your employment at any time for cause. After the end of your probationary period, <i>AGUA Wireless Systems Pvt Ltd</i> may terminate your employment without cause at any time by providing you with the minimum notice of 3 months, or pay in lieu of such notice, and any severance pay required by the <i>Laws of Govt. of India</i> and no more. In the event a temporary layoff is ever required, it may be implemented in accordance with the requirements of the <i>Laws of Govt. of India</i>
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.



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Schedule B

Job Description

The employee is required to:

1. Act as the point of contact among executives, employees, clients and other external partners
2. Manage information flow in a timely and accurate manner
3. Manage executives' calendars and set up meetings
4. Make travel and accommodation arrangements
5. Rack daily expenses and prepare weekly, monthly or quarterly reports
6. Oversee the performance of other clerical staff
7. Act as an office manager by keeping up with office supply inventory
8. Format information for internal and external communication - memos, emails, presentations, reports
9. Take minutes during meetings
10. Screen and direct phone calls and distribute correspondence
11. Organize and maintain the office filing system

Start date: Jul 1, 2021.

Hours of work: 10:00 am to 6:00 pm.

Reporting relationship: Kanish Aggarwal, COO

Following the initial probationary period, a progression and performance review will be conducted on a quarterly basis to assess performance to-date, and to clarify or modify this arrangement, as the need may arise.

This arrangement may be terminated by either party upon notice in writing to either party with notice that complies with Employment Standards.



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Schedule C

Employee Covenants

Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with *AGUA Wireless Systems Pvt Ltd* the "AGUA Wireless Systems Pvt Ltd the undersigned (the "**Participant**") agrees and covenants as follows:

1. Employment with the AGUA Wireless Systems Pvt Ltd as an employee or engagement with the AGUA Wireless Systems Pvt Ltd as an independent contractor, as the case may be (the "**Engagement**"), will give the Participant access to proprietary and confidential information belonging to the AGUA Wireless Systems Pvt Ltd its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the
2. As referred to herein, the Business of AGUA Wireless Systems Pvt Ltd shall relate to the business of the AGUA Wireless Systems Pvt Ltd as the same is determined by the Board of Directors of the AGUA Wireless Systems Pvt Ltd from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the AGUA Wireless Systems Pvt Ltd including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). The AGUA Wireless Systems Pvt Ltd shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to AGUA Wireless Systems Pvt Ltd any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the premises or through the use of the property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the AGUA Wireless Systems Pvt Ltd The Participant shall keep full and accurate records accessible at all times to the AGUA Wireless Systems Pvt Ltd relating to all Proprietary Property and shall promptly disclose and deliver to the AGUA Wireless Systems Pvt Ltd all Proprietary Property.
4. The Participant shall, both during and after the Engagement, keep all



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Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Participant may, however, use or disclose Confidential Information which:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the AGUA Wireless Systems Pvt Ltd of such requirement in sufficient time to allow the AGUA Wireless Systems Pvt. Ltd to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the AGUA Wireless Systems Pvt Ltd Confidential Information and Proprietary Property to the AGUA Wireless Systems Pvt Ltd upon request by the AGUA Wireless Systems Pvt Ltd at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

- 5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the whatsoever of any trade secrets, confidential information or Proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
- 6. At the reasonable request and at the sole expense of the AGUA Wireless Systems Pvt Ltd the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the AGUA Wireless Systems Pvt Ltd written assignments of all rights to the AGUA Wireless Systems Pvt Ltd and any other documents required to enable the AGUA Wireless Systems Pvt Ltd to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the AGUA Wireless Systems Pvt Ltd considers advisable anywhere in the world.
- 7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
- 8. The Participant agrees that the Participant will, if requested from time to time by the AGUA Wireless Systems Pvt Ltd execute such further reasonable agreements as to confidentiality and proprietary rights as the customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.



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9. The Participant agrees to not provide any confidential information to any AGUA Wireless Systems Pvt Ltd. competitors. The participant also agrees that he/she may have acquired industrial secrets and methods related to AGUA Wireless Systems Pvt Ltd operations and thus will be a liability relating to Market presence of AGUA Wireless Systems Pvt Ltd
10. The participant hereby accepts to not work for any AGUA Wireless Systems Pvt Ltd direct or indirect competitors for a period of 2 years after termination of employment
11. The Participant hereby agrees that he/she will not use the Confidential Information to gain any personal benefits whatsoever. The Participant also agrees that they shall not compete directly or indirectly with in any way whatsoever for a period of 2 years after termination of employment
12. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
13. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the AGUA Wireless Systems Pvt Ltd will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
14. The Participant acknowledges that the services provided by the Participant to the AGUA Wireless Systems Pvt Ltd are unique. The Participant further agrees that irreparable harm will be suffered by the AGUA Wireless Systems Pvt Ltd in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the AGUA Wireless Systems Pvt Ltd will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof.
15. This Agreement is governed by the laws of the Republic of India and the Participant agrees to the non-exclusive jurisdiction of the courts of the Province of India in relation to this Agreement.
16. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted, and the other provisions shall remain in effect.



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IN WITNESS WHEREOF the AGUA Wireless Systems Pvt Ltd has caused this Agreement to be executed as of the 1st day of July 2021.

Signed in the presence of:

PARTICIPANT

Ritik Jain

Chief Operating Officer

**Agua Wireless Systems Pvt
Ltd**

Kanish Aggarwal