EMPLOYMENT AGREEMENT

SoftwareTree

This Employment Agreement ("Agreement") is entered into between **SoftwareTree** ("Employer") and the **Employee** for the purpose of defining the terms and conditions of employment. This document is created solely for **educational and demonstration purposes**.

Clause 1: Employment Term

The Employee is appointed by SoftwareTree for a fixed employment term of **two (2) years**, commencing from the official date of joining. The employment term may be extended, renewed, or concluded earlier based on business requirements and performance.
Any continuation beyond the initial term shall be subject to mutual written agreement.

Clause 2: Job Role and Responsibilities

The Employee shall perform duties and responsibilities assigned by SoftwareTree from time to time. The Employee agrees to perform all tasks with professionalism, integrity, and reasonable skill. The role and responsibilities may evolve based on organizational needs.

Clause 3: Working Hours

The standard working hours shall be **nine (9) hours per day**, Monday to Friday.
Additional working hours may be required to meet project deadlines or operational demands. Such additional hours shall comply with applicable labor laws.

Clause 4: Compensation

The Employee shall receive a monthly salary as agreed upon at the time of appointment.
Salary payments shall be processed on or before the **fifth working day of each month**.
All payments shall be subject to applicable statutory deductions.

Clause 5: Notice Period

Either party may terminate this Agreement by providing **sixty (60) days written notice**.
SoftwareTree reserves the right to waive the notice period or offer payment in lieu of notice.
The Employee is expected to complete proper handover during the notice period.

Clause 6: Leave Policy

The Employee shall be entitled to **twenty (20) paid leaves per calendar year**.
Leave requests must be approved in advance as per company policy.
Unused leave shall be governed by SoftwareTree's leave encashment or lapse rules.

Clause 7: Confidentiality

The Employee shall maintain strict confidentiality of all proprietary and sensitive information of SoftwareTree. This obligation applies to business data, client information, and internal processes. The confidentiality obligation shall survive termination of employment.

Clause 8: Intellectual Property

All intellectual property created by the Employee during employment shall belong exclusively to SoftwareTree. This includes software, documentation, designs, and inventions. The Employee agrees to execute documents required to confirm ownership rights.

Clause 9: Breach of Confidentiality

Any breach of confidentiality shall be treated as a serious violation of this Agreement.
SoftwareTree may initiate disciplinary or legal action in such cases.
The severity of action shall depend on the nature and impact of the breach.

Clause 10: Penalty

In case of breach of confidentiality, a penalty of **₹2,00,000 (Rupees Two Lakh Only)** shall be applicable. This penalty shall not limit SoftwareTree's right to seek additional damages.
The penalty may be recovered from dues payable to the Employee.

Clause 11: Governing Law

This Agreement shall be governed by and interpreted in accordance with the **laws of India**.
Any legal interpretation shall be aligned with applicable employment regulations.
The Employee agrees to comply with all relevant legal obligations.

Clause 12: Dispute Resolution

Any dispute arising under this Agreement shall be subject to the jurisdiction of courts in India. The parties shall attempt to resolve disputes amicably before initiating legal proceedings. Failure to resolve disputes amicably may lead to formal litigation.

Clause 13: Probation Period

The Employee shall be on probation for a period of **Two (2) months** from the joining date. During probation, either party may terminate employment with **fifteen (15) days notice**. Confirmation of employment shall be based on satisfactory performance.

Clause 14: Performance Evaluation

The Employee's performance shall be reviewed periodically by SoftwareTree.
Performance reviews shall be based on role-specific goals and conduct.
Unsatisfactory performance may impact increments or continuation of employment.

Clause 15: Code of Conduct

The Employee shall adhere to SoftwareTree's code of conduct at all times.
Professional behavior is expected within and outside the workplace.
Violation of conduct rules may lead to disciplinary measures.

Clause 16: Non-Compete Obligation

The Employee shall not engage in competing business activities during employment.
Prior written approval from SoftwareTree is required for any external engagement.
This clause is intended to protect SoftwareTree's business interests.

Clause 17: Non-Solicitation

The Employee shall not solicit SoftwareTree's clients or employees during employment.
This restriction shall remain valid for **six (6) months after termination**.
The clause applies regardless of the reason for termination.

Clause 18: Data Protection

The Employee shall handle all data in accordance with applicable data protection laws.
This includes personal data, client data, and internal company information.
Failure to comply may result in disciplinary or legal action.

Clause 19: Company Property

All assets provided by SoftwareTree shall remain company property.
Assets must be returned in good condition upon termination.
Failure to return assets may result in recovery of costs.

Clause 20: Absenteeism

Unauthorized absence exceeding **Ten (10) consecutive working days** may lead to termination. Employees must inform management in case of unavoidable absence.
Repeated absenteeism shall be recorded as a performance concern.

Clause 21: Amendment of Agreement

SoftwareTree reserves the right to amend this Agreement with prior written notice.
Such amendments shall become effective as specified by the Employer.
Continued employment shall imply acceptance of amended terms.

Clause 22: Severability

If any provision of this Agreement is found invalid, remaining clauses shall remain effective.
Invalid provisions shall be replaced with legally permissible alternatives.
This ensures continuity of the Agreement.