

**Agreement forming part of our Employment offer**

This Agreement is entered into this Date 10<sup>th</sup> July, 2023 between Organization Name: Xomic Infotech Private Limited a Company registered in India, having its registered office at A2/909 Palladium, Corporate Road, Bh. Divya Bhaskar, and Ahmedabad – 380051. (hereinafter called the 'Company') and (ii) Mr. Chetan Desai an Indian inhabitant having permanent address H-303 Silver nest, near ICB Flora, Lane of Vodaphone tower, Gota VTC: Daskroi, PO: Gota- Ahmedabad - 382481 (hereinafter referred to as "Employee") of the other part.

WHEREAS

- A Company has selected the Employee/Trainee for the position of **DevOps Engineer** which would initially involve extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to the Employee/Trainee.
- B The Employee/Trainee, on joining the Company, undertook to stay in employment of the Company for a **minimum period of 18 months** (hereinafter called the 'Bond Period') & **two months' notice period** to the Company in case he/she wants to leave the company.
- C The Employee/Trainee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.
- D the Employee/Trainee, as part of the consideration for the training efforts and costs involved, agreed to sign a bond for not leaving the services of the Company before the 'Bond Period'.

**NOW THIS AGREEMENT WITNESSETH AS BELOW:**

1. The Employee/Trainee acknowledges that substantial costs have been invested on him/her for training him/her specifically for effectively handling the job responsibilities and, **any discontinuance of the employment before the expiry of the BOND PERIOD term would unfairly prejudice the Company, and, as such, the Employee/Trainee undertakes not to leave the services of the Company, for any reason whatever, for a minimum period of BOND PERIOD from the date of his/her joining the services of the Company.**
2. In case the Employee/Trainee, for any reason, leaves the services of the Company before the expiry of the said BOND PERIOD, then he/she shall forthwith pay a sum of **INR 75000 + GST /- (Seventy Five Thousand + GST)** being the indemnification of the cost of training to the Company. The Employee/Trainee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Company & at the same time company has full right to initiate appropriate legal proceeding against the Employee/Trainee.
3. That the said Employee/Trainee shall not during the period of this agreement and for the 2 years post leaving the organization work directly or indirectly in any similar trade or business either as employer or partner or advisor or in any other capacity. I.e. the said Employee/Trainee would not be in a position to work with the company having similar product/Service in pan India Location. (This Clause does not contains the whole IT Field or Fintech domain)
4. That the said Employee/Trainee shall be just and faithful to the Company in all matters and shall not at any time except under legal process, divulge to any person whosoever and shall use his best endeavors to prevent the publication or disclosure of any trade secret or any business process or any confidential matter or information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to his knowledge.
5. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed in consultation with parties shall conduct such

Arbitration. The venue shall be in Ahmedabad.

6. However, Company has full right to transfer, suspend or terminate the employment of the Employee/Trainee in case if he/she breaches any of the above provisions & founds dishonest to the Company at any moment of his/her employment also Company can withheld the Salary or/and Experience letter of the said Employee/Trainee until the final clearance of the matter.
7. In witness hereof the parties have executed this Agreement on the day and date mentioned above at Ahmedabad.

## Company

## Employee/Trainee

By: \_\_\_\_\_

For: Xomic Infotech Private Limited

Name: Mr. Dhruvkumar Kakkad

Title: Director

Date: 5<sup>th</sup> July, 2023

Place: Ahmedabad

By: \_\_\_\_\_

Name: Mr. Chetan Desai

Title: Employee/Trainee