

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of \_\_\_\_ Oct 2022, 15:50 ("Execution Date"),

BY AND BETWEEN:

**AgileCultur Technology Solutions**, a partnership firm incorporated and existing under Partnership Act 1932, (hereafter referred to as "Company" or "AgileCultur", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) having its registered address at [NEW OFFICE ADDRESS] of the FIRST PART

AND

[EMPLOYEE NAME], aged [EMPLOYEE AGE] resident at [EMPLOYEE ADDRESS] identified by his/her Aadhar Number [AADHAR NUMBER] This Agreement confirms the agreement of [EMPLOYEE NAME] (hereinafter referred to as "You" or "Your" or "Participant" which expression shall, unless it be repugnant to the subject or context thereof, include heirs, legal representatives, successors and permitted assigns) of the SECOND PART  
The Company and You are hereafter collectively referred to as the "Parties" and individually as a "Party".

### 1. TERMS :

The identification submitted by [EMPLOYEE NAME] to the Company are as follows:

1. Name -
2. Address -
3. Phone Number -
4. Aadhaar Card Number -
5. Pan Card Number -
6. College ID -
7. E-mail -

### WHEREAS

1. The Company (AgileCultur) is in the business of executing software design & development projects for its clients as outsourced projects and augmenting the

company's employees as contractors to its clients who are in the software similar business.

2. You have approached the Company and applied to get a job to work for the Company as an employee and contribute to the Company's business
3. In consideration to your job application the Company has appointed you as its employee by paying a salary of Rs. 7,500 (Indian Rupees Seven Thousand and Five Hundred) for the first two months
4. Your salary shall be from third month onwards shall be determined and fixed from Rs. 12,000 or above (Indian Rupees Twelve Thousand or above) based on your first two month's performance
5. The Company's business hours start from 10:00 AM and end by 07:00 PM
6. Monday - Friday of all weeks and even Saturdays(2nd and 4th) are working days. Leaves & Holidays shall be as detailed by the Company's respective policies.
7. Your base work location shall be Nagercoil and the Company shall mandate you to work from its Client's location inside or outside Nagercoil as the need be.
8. You agree and understand that you need to be made capable and employable to contribute to get involved in software development projects
9. The Company expressed to you to get trained in the technologies that are required by you to work in the Company's business
10. You understand and agree that you are not already knowledgeable, skillfull and not already trained in the technologies that are needed for you to work in the Company's business
11. The Company through its training division arranged a training programme at its own cost for you so that you can get skilled & trained to attain the knowledge related to work in software development projects
12. You agreed to take up the training programme without paying any fee/cost and successfully complete it by fulfilling the evaluation process as a part of the programme in accordance with the terms and conditions of this Agreement
13. You agree that the period of the training programme falls under your employment and is considered to be a part of the employment.
14. For arranging and executing the training programme, you understand, agree and acknowledge that the Company has borne the cost of the training fee itself
15. On the successful completion of the training programme, the Company requires you to work for its business of developing softwares for its clients or work as a contractor in the software development project of its clients' businesses.

16. For any reason may it be, which shall be within your control or otherwise, if you happen not be able to continue your employment over the next 26 months from the date of this agreement, you agree that such an event will create irrevocable damages to the company's business & its progress.
17. In such an event, you agree that the training cost which is incurred by the Company to train you is its loss and you also agree that you are completely responsible for such a loss
18. In such an event, you agree that you are liable to the company to compensate for the damages and losses you may cause due to such an event.
19. In such an event, you agree to pay a sum of **Rs. 1,20,000 (Indian Rupees One Lakh and Twenty Thousand Only)** to the Company in single installment
20. This Agreement is not a loan or other credit instrument. It represents your obligation to pay to the Company in the event you may happen to violate the terms in this agreement;

NOW THEREFORE IT IS AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS

## 2. SERVICE:

2.1 This document establishes an agreement between the two Parties to enter into an employment provided by the Company to You based on the terms and conditions as stated in this agreement

2.3 The payment clauses and other financial considerations makes [EMPLOYEE NAME] liable to pay an amount if he/she happens not be able to work for the Company for a period of 26 months from the date of this agreement.

## 3. NOTICE OF CERTAIN CHANGES

You agree to notify us within five (5) days of any change in your primary residence address, phone number or email, or any other material change to information previously provided to us;

## 4. TRUTHFULNESS OF APPLICATION

4.1 You confirm that all information provided in connection with your prospect is true and accurate and you have not provided any false, misleading or deceptive statements or omissions of fact.

4.2 You confirm that you are currently not having an existing offer. Doing so will enforce this contract on your existing offer and you shall be liable to payment as discussed in this agreement for the stipulated amount.

## 5. CUSTOMER IDENTIFICATION POLICY

5.1 The Company will obtain, verify, and record information that identifies each person who enters into this Agreement. The Company reserves the right to ask for your name, address, date of birth and other information that will allow you to be identified.

5.2 We may also ask to see your Aadhar Number or other identifying documents, or for you to provide true and correct copies to us by post or electronically.

## 6. GOVERNING LAW

The validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto and thereto shall be governed, construed and interpreted in accordance with the Tamilnadu State Laws, without giving effect to principles of conflicts of law, and all disputes shall be subject to Madras High Court.

## 7. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between Company and the Participant relating to the subject matter hereof.

## 8. NOTICES

Any notice, demand or request required to be given under this Agreement shall be deemed to be sent to its registered address as indicated in this Agreement

Ramesh Vargeesh  
Co-Founder, AgileCultur  
ramesh@comorins.com

[EMPLOYEE NAME]  
SELF  
[EMPLOYEE MOBILE NUMBER]