

## SERVICE AGREEMENT

This agreement is made on **1<sup>st</sup> April, 2023**, between **Prompt Equipments Pvt Ltd** Located at 12, 2<sup>nd</sup> floor, Maurya Times Square, Opposite RK Royal Hall, Ahmedabad, 380061, herein by referred as Client **AND Naitik Gondaliya** hereby referred to as "**Consultant**" having their home address at: **F101 Shyam Sukan ,Bhaijipura cross road ,Gandhinagar -382421** Whereas **Mr. Naitik** is providing services on development activities in connection with Prompt Softech Pvt Ltd herein referred as Consultant. And whereas Client wishes to engage the services of Consultant  
NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERE TO AS FOLLOWS:

### PAYMENT

The Client shall pay Consultant **Rs.500/- Per hour** for the services being availed for domestic clients of Prompt Equipments Pvt Ltd.

Payment Schedule: The payment will be made once the code is delivered and invoice is raised. Consultant will raise invoice along with the report from Project tracking tool to ensure transparency.

### RENEWAL

This Contract can be renewed after the expiry at the market rate unless after the period 12 months, after mutual consultation and agreement with Client

### NON-DISCLOSURE AGREEMENT

Whereas, with the aim to ensure the protection of information, and to preserve any confidentiality necessary under patent and/or trade secret laws, which is effective from your date of being associated as a Consultant i.e. **1<sup>st</sup> April,2023** & it is agreed that:-

1 Consultant will work for Prompt Equipment's Pvt. Ltd. with full dedication, honesty, obedience & responsibility. Consultant will be accountable to maintain the confidentiality of rates for service. Consultant will follow all the rules & regulations of the Prompt Equipment's Pvt. Ltd & will avoid any misconduct, negligence related to behaviour & work. Noncompliance of this clause may result in termination of his/her contract.

2 Consultant will be accountable to maintain the confidentiality of data, policies, procedures, computer source codes, projects, electronic files, invention disclosures, patent applications, technical and scientific information, research data, draft publications, technical reports, research plans, business plans, financial reports, projections, customer's detail, training material and other company provided artefacts and so forth, during his contractual term & even after his/her contractual term to any third party or on public forums or social networking sites. In the event of a breach of this clause, the client will be entitled to remedies of injunction, specific performance and other equitable relief, and no proof of special damages shall be necessary, and for the enforcement of these, the expenses shall be borne by Consultant.

**Prompt Equipments Pvt. Ltd.**

Engineering Division

12 SF, Maurya Times Square, Opp. R. K Royal Hall, Science City Road, Sola, Ahmedabad - 380061, Gujarat, India  
079-40081942 | info@promptdairytech.com | www.promptdairytech.com

Regd. Office: 3-B, Vardan Exclusive, Near Stadium Petrol Pump, Navrangpura, Ahmedabad - 380014, Gujarat, India  
CIN: U39551GJ2001PTC039551



## **NON-SOLICITATION OF EMPLOYEES:**

The Parties hereby irrevocably agree, and guarantee each other that without expressed written consent of another party, Parties will not, directly or indirectly, whether individually or any other capacity (including but not limited as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venture, investor, lender, consultant) whatsoever solicit, divert, hire, retain or encourage any employee or contractor of Parties to leave the employment or contract period, or hire or retain any former employee of either Party and their subsidiary companies for the period of Two (2) Years from last associated date with the that Party. In the event of poaching by any of the Undersigned Parties, whether direct and/or indirect, the affected Party shall have right to recover the damages from the defaulting Party.

This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements between, the parties hereto, either oral or written, with respect to the subject matter hereof. This Agreement is separable.

WHEREFORE, the Employee acknowledges that they have read and understand this agreement and voluntarily accept the duties and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Agreement as of the day and year first above written.

<b>Naitik Gondaliya</b>	<b>Prompt Equipment's Pvt Ltd</b>
<b>Sign:</b> _____	<b>Sign:</b>  _____
<b>Name: Naitik Gondaliya</b>	<b>Name : Shweta Soni</b>
<b>Date: 1<sup>st</sup> April ,2023</b>	<b>Date: 1<sup>st</sup> April,2023</b>

### **Prompt Equipments Pvt. Ltd.**

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