



**NIMAP INFOTECH**  
FOCUS TO REDEFINE

## Nimap Infotech LLP

**Regd. Add :-** Flat No. B-204, 2nd Floor, Pawapuri Apt 85/87, Seth Motisha Lane, Love Lane, Mazgaon, Mumbai - 400 010.

**Admin Add:-** Todi Industrial Estate, A Wing, Gala No. 41, 4th floor, Sunmill Compound, Lower Parel- West, Mumbai - 400013

Tel : +91 22 6639 5181

CIN No. - AAC-2388

Email - info@nimapinfotech.com

Website - www.nimapinfotech.com

## Service Agreement/ Employment Bond

**This Agreement/ Employment Bond is entered into this the date of 06/28/2022 between Nimap Infotech LLP having office registered at B-204, Pawapuri Apts, Love Lane, Mazgaon, Mumbai - 400010, India (herein referred as the “Employer(s)”) and Mr. Nakul Dhananjay Kurkure an Indian inhabitant residing at Satyampuja apt., Flat no.5, near union bank of india ,pawan nagar ,cidco ,nashik-422010 India (herein after referred to as “Employee”) of the other part**

### WHEREAS

A. The Employer(s) has selected the Employee which would initially involve extensive training (formal or on project guidance) & mentorship for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to the Employee. To attain this skill set the Employer has to spend and invest huge money which involves training, mentoring, project guidance and not limited to this which imparted by them/ other Training agencies which cost in Lac(s) of Rupees. Along with money there is a huge investment of time for the Employer. Employer also incurs huge cost in hiring the Employee.

B. The Employee, on joining the Employer(s) undertook the oath of Secrecy as the Business of the Employer(s) is in *Information Technology Services (also known as IT services), Digital Data Management Services, Digital Marketing services*, these require the highest Level of Secrecy. The work is sensitive from the client and Employer(s) point of view. This business is carried by one policy of Non-Disclosure and secrecy of the highest level.

### NOW THIS AGREEMENT WITNESSETH AS BELOW:

1. The Employee acknowledges that substantial costs and high amount of Money is at Risk because of the nature of the business which requires Secrecy of the Highest Level specifically related to IT services and Digital Data Management and handling the job responsibilities and, any discontinuance of the employment before the expiry of the term ending on 28 September 2024 would unfairly prejudice the Employer(s), and, as such, the Employee undertakes not to leave the services of the Employer(s), for any reason whatever, for a duration till. 28 September 2024

For NIMAP INFOTECH LLP

Partner/Auth. Signatory



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2. In case the Employee, for any reason, leaves the services of the Employer(s) before the completion of duration term till 28 September 2024 then he/she shall forthwith pay a sum of [Rs.1,00,000 /- + 18% GST (Rupees ONE LAKH ONLY + 18 % GST) or (last billing \* No of months of contract remaining + 18% GST) **whichever is higher** towards the damages that may incur in the SALE/ Secrecy of the Clients and loss of business which the Employer(s) may incur. The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Employer at the same time Employer has full right to initiate appropriate legal proceeding against the Employee.

3. That the said employee shall not during the period of this agreement work directly or indirectly in any similar trade or business or job or as a freelancer either as employer or partner or adviser or employee in any other capacity. The said employee will be dedicated for the work of Nimap Infotech LLP and cannot be involved in any other part-time/full-time/freelancing work outside Nimap Infotech LLP during their employment tenure with Nimap Infotech LLP .

4. That the said employee shall keep all the project related data of the employer and its clients confidential, shall not disclose his/her compensation details to other employees of the employer, its clients or their employees.

5. That the said employee shall be willing to travel anywhere in the world or local city for project related work for those projects which need onsite execution and support.

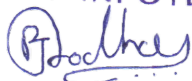
6. That the said employee shall not during the period of this agreement and two (2) years after the termination of the employment work directly or indirectly with the clients of the employer employee or partner or adviser or consultant or in any other capacity.

7. That the said employee shall not during the period of this agreement and two (2) years after the termination of the employment work directly or indirectly will recommend any of the Nimap colleagues to his/her new organization or any previous organization.

8. If employee take long leaves more than 15 days than he is entitled to extend his contract period by those many days.

9. That the said employee shall be just and faithful to the Employer(s) 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 Employer(s) or of its dealings, transactions, or affairs which may come to his knowledge.

For NIMAP INFOTECH LLP

  
Partner/Auth. Signatory





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**10. Non - Disclosure**

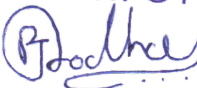
a) The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and other activities of the Employer, the disclosure of any of which confidential information to the competitors of the Employer would be highly detrimental to the interests of the Employer.

b) The Employee agrees that at all times during or subsequent to the performance of the Services, the employee will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the Employee's own use during the term of this Agreement and only to the extent necessary to perform the Services. The Employee shall not remove or cause to remove tangible embodiments of, or electronic files containing, Confidential Information from the Firm, without the prior written approval of the Firm.

**11. Non- Defamation**

Employee shall not during the course of employment with the Firm nor any time after the termination of the same make any comments, remarks or expressions against the Firm, its Employees past and present, Business Partners or Associates on any social media, print media, television, digital media or any other public or private forums that is derogatory, demeaning, unprofessional and which could be construed to defame the Firm, its Employees past and present, Business Partners or Associates. In case of violation of the said clause by the Employee, the Firm shall have the right to seek damages from the Employee for the loss suffered as a consequence of his/her act. This shall in no way prejudice the legal rights and recourse available to the Firm on the occurrence of an Act of nature as set out in the said clause

For NIMAP INFOTECH LLP

  
Partner/Auth. Signatory





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## 12. Intellectual Property

a) The Parties agree that the Firm shall have complete and sole ownership over the Work Product or Services performed by the Employee under this Agreement.

b) The Employee shall promptly disclose in writing to the Firm all works, products, contributions and inventions, discoveries, designs, innovations, creations, developments, improvements, works of authorship, ideas, formulae, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial-stage, or registered under any intellectual property laws) of any kind that are conceived, created, developed, learned or reduced to practice by the Employee (either alone or jointly with others) during the period that Employee provides the Services to the Firm, regardless of whether they are conceived or made during regular working hours or at the Firm's place of work, that are directly or indirectly related to the Services, result from tasks assigned to the Employee by the Firm, or are conceived or made with the use of the Firm's resources, facilities or materials; including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the "Innovations");

c) All materials, including without limitation any documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to the Employee by the Firm, or which are developed in the process of performing the Services, or embody or relate to the Services or the Innovations are the property of Firm and shall be returned by Employee to the Firm promptly at the Firm's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. The Employee is granted no rights in or to such Materials or the Innovations, except as necessary to fulfil his obligations under this Agreement.

13. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed by the Employer(s) shall conduct such Arbitration. The venue shall be in MUMBAI. The Employer(s) has the right to file charges in law of court or any legal proceeding as suggested by the arbitrator for the recovery of the Lost Revenue/ Sales/ Loss of Client Data or other loss which may arise due to the breach of this agreement.

14. However, Employer(s) has full right to transfer, suspend or terminate the employment of the

For NIMAP INFOTECH LLP  
  
Partner/Auth. Signatory





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Employee in case if he/she breaches any of the above provisions & if found dishonest to the Employer(s) at any moment of his/her employment also Employers) can withhold the Salary or/and Exp.letter of the said Employee until the final clearance of the matter and has full right to initiate Legal Action against the Employee.



IN WITNESS WHEREOF THE PARTIES hereto have hereunto set and subscribed to their respective hands the day and year first hereinabove written.

Name: **Pravin Jadhav.**

For NIMAP INFOTECH LLP

  
Partner/Auth. Signatory

In Presence Of

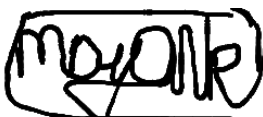

1.   
2. 

Date: 06/28/2022

Name: **Nakul Kurkure**



In Presence Of

1.   
2. 

Date: 06/28/2022