A. The Employer is engaged in the business of [Briefly describe the Employer's business].

B. The Employer desires to employ the Employee, and the Employee desires to be employed by the Employer, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

Commencement of Employment: The Employee's employment with the Employer shall commence on [Date of Commencement (DD/MM/YYYY)] (the "Commencement Date").

Position and Duties: a) Position: The Employee is hereby employed as [Job Title] (the "Position"). b) Duties and Responsibilities: The Employee shall diligently and faithfully perform the duties and responsibilities as outlined in Schedule A attached hereto and as may be reasonably assigned by the Employer from time to time, consistent with the Employee's skills and experience. c) Reporting: The Employee shall report to [Name and Title of Reporting Manager] or such other person as may be designated by the Employer.

Place of Work: a) Primary Location: The primary place of work for the Employee shall be [Full Address of Workplace in Bengaluru]. b) Other Locations: The Employee acknowledges and agrees that their duties may require them to travel to and work at other locations, including client sites, as may be necessary for the performance of their responsibilities.

Probationary Period: a) Duration: The Employee shall be subject to a probationary period of [Number] months commencing from the Commencement Date. b) Evaluation: During the probationary period, the Employer shall evaluate the Employee's performance and suitability for the Position. c) Termination During Probation: The Employer may, in its sole discretion, terminate the Employee's employment at any time during the probationary period with [Number] days' written notice or payment in lieu thereof. d) Confirmation: Upon satisfactory completion of the probationary period, the Employee's employment shall be confirmed in writing by the Employer.

Remuneration: a) Monthly Salary: The Employer shall pay the Employee a gross monthly salary of INR [Agreed Monthly Salary in INR] (the "Salary"), subject to applicable deductions for taxes and statutory contributions. b) Payment Schedule: The Salary shall be paid [Payment Frequency, e.g., monthly, bi-weekly] in arrears on or before the [Day of the Month] of the following month, directly into the Employee's designated bank account. c) Other Compensation: Any other forms of compensation, such as performance-based bonuses or incentives, shall be governed by separate policies of the Employer, as may be in effect from time to time, and shall be subject to the terms and conditions stipulated therein.

Salary Review: The Employee's Salary shall be reviewed by the Employer periodically, at its discretion, taking into account the Employee's performance, the Employer's financial performance, and prevailing market conditions. Any increase in Salary shall be at the sole discretion of the Employer.

Working Hours: a) Standard Hours: The standard working hours for the Employee shall be [Number] hours per week, generally from [Start Time] to [End Time] on [Days of the Week].

b) Flexibility: The Employee acknowledges that the nature of their duties may require flexibility in working hours to meet project deadlines and business needs. c) Compliance with Law: All working hours shall be in compliance with applicable labor laws (state name).

Overtime: Any work performed by the Employee beyond the standard working hours, if authorized by the Employer, shall be subject to the Employer's overtime policy and shall be compensated in accordance with applicable labor laws in Karnataka. The method and rate of overtime compensation shall be as per the prevailing legal requirements.

Leave Entitlement: a) Types of Leave: The Employee shall be entitled to various types of leave, including but not limited to casual leave, sick leave, and privilege leave, as per the Employer's leave policy. b) Accrual and Utilization: The accrual, application, and utilization of leaves shall be governed by the rules and regulations specified in the Employer's leave policy, as amended from time to time. c) Compliance with Law: The Employer's leave policy shall be in compliance with applicable labor laws in Karnataka.

Holidays: The Employee shall be entitled to such public holidays as are observed by the Employer. The list of holidays applicable each year shall be communicated to the Employee by the Employer.

Confidentiality: a) Definition: The Employee acknowledges that during the course of their employment, they may have access to sensitive and proprietary information of the Employer, including but not limited to trade secrets, business plans, customer data, financial information, and technical know-how (the "Confidential Information"). b) Obligation: The Employee undertakes to hold all Confidential Information in strict confidence and shall not, directly or indirectly, disclose, divulge, or communicate such information to any third party or use it for any purpose other than the performance of their duties for the Employer, without the prior specific written consent of a duly authorized representative of the Employer. c) Survival: This obligation of confidentiality shall survive the termination of this Agreement for an indefinite period.

Intellectual Property Rights: a) Ownership: The Employee agrees that all inventions, discoveries, designs, trademarks, copyrights, software, and other intellectual property created, conceived, or developed by the Employee solely or jointly during the period of their employment, which relate to the business of the Employer or result from the use of the Employer's resources, shall be the sole and exclusive property of the Employer. b) Assignment: The Employee hereby irrevocably assigns all rights, title, and interest in such Intellectual Property to the Employer, without any further consideration. The Employee agrees to execute all necessary documents and take all necessary steps to perfect the Employer's ownership of such Intellectual Property.

Non-Solicitation: a) Clients/Customers: During the term of their employment and for a period of [Number] months immediately following the termination thereof, for any reason whatsoever, the Employee shall not, directly or indirectly, solicit or endeavor to solicit, induce, or encourage any clients, customers, or business partners of the Employer with whom the Employee had material contact or about whom the Employee gained Confidential Information during their employment, to cease doing business with the Employer or to conduct business with any other entity in competition with the Employer. b) Employees: During the term of their employment and for a period of [Number] months immediately following the termination thereof, for any reason whatsoever, the Employee shall not, directly or indirectly, solicit or endeavor to solicit, induce, or encourage any employees of the Employer to leave their employment with the Employer.

Non-Competition: a) Restriction: Subject to applicable law in Karnataka, during the term of their employment and for a period of [Number] months immediately following the termination thereof, for any reason whatsoever, the Employee shall not, directly or indirectly, engage or be employed by, own, manage, operate, control, participate in, or be connected in any manner with any business that is in direct competition with the business of the Employer as it exists on the date of termination, within a geographical area of [Specify Geographical Area, e.g., Bengaluru, Karnataka, India]. b) Reasonableness: The Employee acknowledges that this restriction is reasonable and necessary to protect the legitimate business interests of the Employer, including its goodwill, trade secrets, and customer relationships.

Termination by Employer: a) Termination for Cause: The Employer may terminate the Employee's employment for cause at any time without any notice or payment in lieu thereof. Cause shall include, but not be limited to, gross misconduct, fraud, dishonesty, insubordination, breach of this Agreement, or unsatisfactory performance after due written warning and a reasonable opportunity to improve. b) Termination Without Cause: The Employer may also terminate the Employee's employment without cause by providing the Employee with [Number] months' written notice or salary in lieu thereof, as per applicable labor laws in Karnataka.

Termination by Employee: a) Notice Period: The Employee may terminate their employment by providing the Employer with [Number] months' prior written notice. b) Employer's Right to Relieve: The Employer reserves the right, at its sole discretion, to relieve the Employee from their duties and responsibilities during the notice period, with or without pay in lieu of the remaining notice period.

Resignation Process: Any resignation by the Employee must be submitted in writing to the Employer's designated authority, namely [Designated Authority/Department]. The effective date of resignation shall be subject to the Employer's acceptance.

Summary Dismissal: The Employer shall have the right to terminate the Employee's employment summarily without any notice or payment in lieu thereof in the event of gross misconduct, dishonesty, fraud, insubordination, willful violation of the Employer's rules and regulations, or any other act that, in the Employer's reasonable opinion, warrants immediate termination as per applicable law.

Employee Benefits: a) Eligibility: The Employee shall be eligible to participate in such employee benefits plans as are established and maintained by the Employer from time to time, subject to the eligibility criteria and terms and conditions of those plans. b) Details: The details of the current employee benefits offered by the Employer are outlined in Schedule B attached hereto, which may be amended by the Employer at its sole discretion.

Travel and Expenses: The Employee shall be reimbursed for all reasonable and necessary expenses incurred by them in the proper performance of their duties, subject to the Employer's travel and expense policy, as may be in effect from time to time, and upon submission of valid documentation in accordance with the prescribed procedures.

Performance Evaluation: The Employee's performance shall be reviewed by the Employer periodically, as per the Employer's performance management system. The frequency and format of such evaluations shall be determined by the Employer.

Training and Development: The Employer may, at its sole discretion, provide the Employee with opportunities for training and development programs relevant to their Position and to enhance their skills and knowledge. The terms and conditions of such training may be subject to separate agreements or policies.

Code of Conduct: The Employee shall at all times strictly comply with the Employer's Code of Conduct, as may be in effect and communicated to the Employee from time to time. Any breach of the Code of Conduct may result in disciplinary action, up to and including termination of employment.

Disciplinary Procedures: Any disciplinary action against the Employee shall be administered in accordance with the Employer's disciplinary procedures, which shall be fair and consistent with applicable laws and regulations.

Grievance Redressal Mechanism: The Employer shall maintain a grievance redressal mechanism to address any work-related grievances raised by the Employee in a fair and timely manner, in accordance with its internal policies and applicable laws.

Data Protection and Privacy: The Employee shall comply with all applicable data protection and privacy laws in India, including but not limited to the Information Technology Act, 2000, and any rules and regulations framed thereunder, and the Employer's policies related thereto in the collection, processing, storage, and transfer of personal data.

IT and Communication Systems Usage: The Employee's access to and use of the Employer's IT and communication systems, including email, internet, and software, shall be governed by the Employer's acceptable use policy, as communicated to the Employee from time to time.

No Conflict of Interest: The Employee warrants that they are not currently involved in any activity that creates or could potentially create a conflict of interest with the interests of the Employer and agrees not to engage in any such activity during their employment without the prior written consent of the Employer. The Employee shall promptly disclose any potential conflict of interest to the Employer.

Representations and Warranties: a) Employee's Representations: The Employee represents and warrants that they have the full legal right and capacity to enter into this Agreement and perform all their obligations hereunder, and that they possess the necessary skills, qualifications, and experience to fulfill the requirements of the Position. b) Employer's Representations: The Employer represents and warrants that it is a duly organized entity with the full power and authority to enter into this Agreement.

Indemnification: The Employee shall indemnify and hold harmless the Employer, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or resulting from the Employee's gross negligence, willful misconduct, or material breach of this Agreement.

Governing Law and Jurisdiction: a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India. b) Jurisdiction: The courts located in Bengaluru shall have exclusive jurisdiction to entertain any suit, action, or proceeding arising out of or relating to this Agreement, and the Parties hereby irrevocably submit to the jurisdiction of such courts.

Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

Amendments: No amendment to or modification of this Agreement shall be valid or binding unless made in writing and duly signed by authorized representatives of both Parties.

Notices: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered post with acknowledgment due to the addresses of the Parties first above written or such other address as either Party may designate in writing to the other.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision.

Survival: The provisions of clauses pertaining to Confidentiality, Intellectual Property Rights, Non-Solicitation, and Non-Competition, as well as any provisions relating to accrued rights and obligations, shall survive the termination of this Agreement for the periods specified therein or as otherwise provided by law.

Equal Opportunity Employer: The Employer is an equal opportunity employer and is committed to providing a work environment that is free from discrimination based on race, color, religion, sex, national origin, disability, or any other characteristic protected by applicable law.

Background Verification: The Employee hereby consents to the Employer conducting background verification checks, including but not limited to verification of educational qualifications, employment history, and criminal records, as deemed necessary by the Employer, either during the term of employment or prior to commencement.

Drug and Alcohol Policy: The Employee shall comply with the Employer's policy regarding the use, possession, or being under the influence of drugs or alcohol in the workplace or during work hours, as may be in effect and communicated to the Employee from time to time. Violation of this policy may result in disciplinary action, up to and including termination of employment.

Safety and Health: The Employer is committed to maintaining a safe and healthy work environment in accordance with applicable safety and health regulations. The Employee shall adhere to all safety rules, procedures, and instructions communicated by the Employer.

Employee Handbook: The Employee acknowledges receipt of the Employer's Employee Handbook (if applicable) and agrees to read, understand, and abide by the policies and procedures contained therein, as may be amended by the Employer from time to time.

Relocation Assistance: If applicable, the terms and conditions of any relocation assistance provided to the Employee are outlined in Schedule C attached hereto and shall be subject to the Employee's fulfillment of the conditions specified therein.

Signatory Authority: Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized to execute this Agreement and bind the respective Party to its terms.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Force Majeure: Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure event, including but not limited to acts of God, war, riots, strikes, lockouts, natural disasters, or governmental actions, provided that the affected Party promptly notifies the other Party of such event and uses commercially reasonable efforts to mitigate its effects.

Taxation: The Employee shall be solely responsible for the payment of all income taxes and other statutory levies applicable to the Remuneration and other payments received under this Agreement. The Employer shall make deductions as required by applicable law.

Insurance: Details of any insurance coverage provided by the Employer to the Employee, such as group medical insurance or personal accident insurance, are outlined in Schedule D attached hereto (if applicable) and shall be subject to the terms and conditions of the relevant insurance policies.

Return of Company Property: Upon termination of employment for any reason, the Employee shall promptly return to the Employer all property belonging to the Employer that is in the Employee's possession or control, including but not limited to laptops, mobile phones, documents, keys, access cards, and any other company assets.

Training Bond: If the Employer provides specific training to the Employee at its expense, and if a separate training bond agreement is executed, the terms and conditions of that agreement, including any repayment obligations if the Employee leaves before a specified period, shall apply.

Assignment: a) By the Employer: The Employer shall have the unencumbered right and authority to assign this Agreement, or any portion of its rights and obligations hereunder, to any successor-in-interest, affiliated entity, or subsidiary undertaking, without requiring the prior consent of the Employee. b) By the Employee: The Employee shall not possess the right or authority to assign this Agreement, or any of their attendant rights or delegated obligations hereunder, without the explicit prior written consent of the Employer, the granting of which shall reside within the sole and unfettered discretion of the Employer.

2. Severance Compensation: Upon the lawful termination of the Employee's employment by the Employer for reasons other than Cause, the Employee may be eligible to receive severance compensation, the quantum and modalities of which shall be strictly governed by the provisions of applicable labour statutes in the State of Karnataka and the Employer's extant policies promulgated in that regard.

3. Prevailing Language: This Agreement has been executed in the English language, which shall constitute the definitive and governing language for all interpretations, constructions, and applications of its terms, conditions, and covenants. In the event of any divergence or conflict between the English version hereof and any translation thereof, the English version shall unequivocally prevail.

4. Costs of Legal Action: In the event that either Party initiates any legal action or proceeding arising out of, or in any manner connected with, this Agreement, the Party ultimately prevailing in such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable legal fees, costs, and 1 disbursements incurred in the prosecution or defense thereof.

5. Nature of Relationship: The juridical relationship subsisting between the Parties pursuant to this Agreement shall be solely that of employer and employee. Nothing contained herein shall be construed or interpreted as creating or implying any partnership, joint venture, agency, or other form of association between the Parties.

6. Absence of Third-Party Beneficiaries: This Agreement is intended for the exclusive benefit of the Employer and the Employee, and nothing contained herein, whether express or implied, shall confer upon any third party any right, remedy, or claim of any nature whatsoever under or by reason of this Agreement.

7. Right of Set-Off: To the extent permissible under applicable law, the Employer shall retain the unqualified right to set off any and all amounts that may be owed by the Employee to the Employer against any and all amounts that may be due and payable by the Employer to the Employee under the terms of this Agreement or otherwise.

8. Non-Waiver: No forbearance or indulgence by either Party in exercising any right or remedy hereunder, nor any single or partial exercise thereof, shall constitute a waiver of such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver of any provision of this Agreement must be unequivocally expressed in a written instrument duly executed by the waiving Party.

9. Provision of Resources: The Employer shall furnish the Employee with such technology, tools, equipment, and resources as are reasonably necessary for the diligent and effective discharge of the Employee's assigned duties and responsibilities. The Employee shall be accountable for the judicious and proper utilization and maintenance of such provided resources.

10. Exclusive Devotion: During the subsistence of their employment hereunder, the Employee shall dedicate their full professional attention, skills, and diligent efforts exclusively to the business and affairs of the Employer and shall not, without the Employer's explicit prior written consent, engage in any other form of employment, business venture, or activity, whether for profit or otherwise, that could reasonably be construed to interfere with the proper performance of their duties hereunder or create a conflict of interest, actual or potential, with the Employer's interests.

11. Medical Examination Requirements: The Employee may be required to submit to medical examinations conducted by a qualified medical practitioner designated by the Employer, at such intervals as the Employer may deem necessary and as permitted by applicable law. The costs associated with such mandatory examinations may be borne by the Employer.

12. Standards of Appearance: The Employee shall at all times adhere to the standards of dress code and professional appearance as established and communicated by the Employer from time to time, reflecting the professional image and standards of the Employer.

13. Exit Interview Obligation: Upon the cessation of their employment for any reason whatsoever, the Employee shall be obligated to participate in an exit interview conducted by the Employer or its designated representative, providing candid and comprehensive feedback pertaining to their employment experience with the Employer.

14. Provision of Employment References: The Employee hereby consents to the Employer providing truthful and factual references concerning the Employee's tenure and performance of duties during their employment with the Employer to any prospective future employers who may duly request such information.

15. Absence of Employment Guarantee: Nothing contained within the four corners of this Agreement shall be interpreted or construed as constituting a guarantee of continued employment for any specific or indeterminate duration, save as expressly stipulated herein with respect to the requisite notice period for termination of employment.

16. Adherence to Ethical Standards: The Employee shall at all times conduct themselves in accordance with the highest standards of business ethics and integrity and shall scrupulously comply with all applicable anti-corruption laws, statutes, and the Employer's established ethical guidelines and policies.

17. Social Media Conduct: The Employee shall at all times adhere to the Employer's social media policy, as may be promulgated and amended from time to time, ensuring that their online conduct and activities do not, directly or indirectly, disparage or negatively impact the reputation, goodwill, or business interests of the Employer.

18. Amendments to Employer Policies: The Employee hereby acknowledges and agrees that the Employer's various policies and procedures, as referenced within this Agreement or otherwise communicated to the Employee, are subject to amendment, modification, or revocation by the Employer at its sole and absolute discretion. The Employer shall endeavor to provide the Employee with reasonable notice of any material alterations thereto.

19. Confidentiality of Agreement Terms: The Employee covenants and agrees to maintain the strict confidentiality of the terms and conditions delineated within this Agreement and shall not, without the express prior written consent of the Employer, disclose the same to any third party, with the exception of their duly retained legal counsel or financial advisors, who shall also be bound by similar obligations of confidentiality.

20. Subjection to Governing Law: This Agreement shall be subject to, and construed in accordance with, all applicable statutes, rules, regulations, and ordinances in force within the Union of India, including, without limitation, all relevant labour legislation, taxation statutes, and data protection mandates.

21. Obligation of Intellectual Property Disclosure: The Employee shall be under a continuing obligation to promptly and fully disclose to the Employer all Intellectual Property, including inventions, discoveries, and creations, whether patentable or not, that are conceived, developed, or reduced to practice by the Employee, either solely or jointly with others, during the course of their employment hereunder.

22. Training Cost Reimbursement: In the event that the Employer incurs significant expense in providing specialized training to the Employee, a separate and duly executed agreement may delineate the specific terms and conditions governing the reimbursement of such training costs by the Employee should the Employee voluntarily terminate their employment within a pre-defined period subsequent to the completion of said training.

23. Indemnification for Third-Party Intellectual Property Claims: The Employee shall indemnify, defend, and hold harmless the Employer, its officers, directors, employees, and agents from and against any and all claims, actions, demands, suits, or proceedings brought by any third party alleging infringement or unauthorized use or disclosure of Confidential Information or Intellectual Property belonging to such third party, where such infringement or unauthorized activity is attributable to the Employee's acts or omissions.

24. Complete Severance of Relationship: Upon the effective date of termination of the Employee's employment, for any reason whatsoever, the Employee unequivocally acknowledges and agrees that their employment relationship with the Employer shall be wholly and irrevocably severed, and the Employee shall possess no further rights, claims, or entitlements against the Employer, save for any legally mandated outstanding remuneration or accrued benefits that are unequivocally due and payable as of the date of such termination, and strictly in accordance with the express provisions of applicable law or this Agreement.

25. Monitoring of Technology Usage: The Employee hereby acknowledges and unequivocally consents to the Employer's right to monitor the Employee's access to and usage of the Employer's technology infrastructure and communication systems, including but not limited to electronic mail, internet access, and software applications, subject always to the provisions of applicable privacy laws and the Employer's duly established policies governing such monitoring activities.