This Employment Agreement is hereby made and entered into on this **\_\_\_\_\_\_**(“Effective Date”) at **Delhi** by and between:

**\_\_\_\_\_\_\_\_\_\_\_**a company registered under the company’s act 1956, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(hereinafter referred to as the “**Employer**”)of the First Part;

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_**S/o of **\_\_\_\_\_\_\_\_\_\_\_**, residing at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(hereinafter referred to as “**Employee**” which term shall include his successors and heirs) of the Second Part;

The Employer and the Employee are each hereinafter referred to as a “**Party**” and collectively, as the “**Parties**”.

Recitals:

WHEREAS\_\_\_\_\_\_\_\_\_\_ is engaged in the business of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

AND WHEREAS Mr. \_\_\_\_\_\_, s/o Mr. \_\_\_\_ , is hired for the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

AND WHEREAS the employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

1. **Statement of Work**

The Employer hereby employees Mr. \_\_\_\_\_\_ as a \_\_\_\_\_\_\_\_\_\_\_ to perform the services (as mentioned in the “**Statement of Work**” attached hereto as Exhibit A) in accordance with the terms and conditions set forth in this agreement. The Statement of Work will expressly refer to this agreement, will form part of this agreement, and will be subjected to the terms and conditions contained herein. The Employee agrees that he will faithfully and to the best of his ability, will carry out the duties and responsibilities as mentioned in the Statement of Work and/or communicated to him by the Employer. The Employee shall comply will all company policies, rules and procedures at all times.

2. **Term**

This agreement shall be effective as of 16 January 2021, (the “Effective Date”). The first Three (3) months of employment constitutes a probationary period. During this time the Employee is not eligible for paid time off or other benefits. During the period of probation, the appointment is terminable by either party to the contract by giving Seven (7) Days’ prior notice or by payment of salary in lieu thereof.

3. **Payment**

a) Compensation: As full compensation for all the services rendered under this agreement, Employee shall receive an annual salary of Rs.\_\_\_\_\_(Rupees in words) payable over 12 months. TDS, PF and ESIC or any other statutory liabilities (if any) be falling within your salary structure shall be subject to mandatory employment deductions as per the statutory norms.

b) Expenses: Employer will reimburse the Employee for all reasonable and customary out of pocket travel, lodging and related expenses incurred by the Employee in connection with Employees performance of services. Such expenses shall require advance written approval from the Employer. At Employer’s request, Employee will furnish with copies of receipts and other customary documentation for any expenses for which the Employee requests reimbursement hereunder.

c) Appraisal: Review for appraisal will happen every year during appraisal cycle as per the Company’s policy and the Employee shall be provided appraisals on the basis of the Employees performance and conduct.

d) Payment terms: During the term of this agreement, the Employee’s salary shall be paid by means of Bank Transfer, cheque, or any other method convenient to the Employer, and consented to by the Employee.

4. **Leave/Holidays**

a) The Employee is entitled to a paid leave of \_\_\_\_calendar days per calendar year in addition to casual leave of \_\_\_\_ days.

b) The Employee is entitled to \_\_\_\_working days of paid sick leave.

c) Accumulation of leave earned shall be in accordance with the company policy. However, in case of resignation from the Employee’s end, the leave pending can be offset against the notice period which shall stand reduced accordingly.

d) The Employer shall notify a list of declared holidays in the beginning of each year. For the purposes of this clause, the Holiday Year shall be 1st \_\_\_\_ to 31st \_\_\_\_\_\_\_\_.

Access to these benefits will only be possible after the probationary period has passed.

5. **Termination**

a) After the satisfactory completion of the probation period, either party to the contract may serve a written notice to the other party to terminate the service. After confirmation, the notice period to be served shall be 30 days or salary in lieu thereof.

b) During the period of probation, the appointment is terminable by either party to the contract by giving Seven (7) Days’ prior notice or by payment of salary in lieu thereof.

c) Upon the termination of this agreement: (i) The Employee will promptly deliver to the Employer all the Employee’s Work product, including all work in progress on any Employee’s work product not previously delivered to the Employee, if any; (ii) Employee will promptly deliver to Employer all the Confidential information in Employee’s possession or control; and (iii) Employer will pay the Employee any accrued but unpaid salary due and payable to the Employee pursuant to section 3.

d) Survival: The rights and obligations of the parties under section 3, 5(c), 5(d), 6, 7, 8, 9, 11, and 12 will survive the termination of this agreement.

6. **Confidentiality**

The Employee understands he may have access to Employer’s Confidential Information. The Employee agrees to use the Employer’s Confidential Information solely for the purpose of performing the services. The Employee shall not disclose to any third party any details regarding the Employer’s business, including, without limitation any information regarding any of the Employer’s Customer information, business plans, price points (the “**Confidential Information**”),

1. make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Employer, or
2. use Confidential Information other than solely for the benefit of the Employer.
3. The Employee’s obligation to maintain confidentiality will survive termination of this agreement and will remain in effect indefinitely.
4. The Employer owns any intellectual property created by the Employee during the course of the employment, or in relation to a certain field and he shall thereon have all the necessary rights to retain it. After termination of employment, Employee shall not impose any rights on the intellectual property created by the Employee.

7. **Warranty**

• Non-Solicitation

During the term of this Agreement, and for a period of 5 years immediately thereafter, the Employee agrees not to solicit any employee or independent contractor of the Employer, on behalf of any other enterprises, nor shall you induce any employee or independent contractor associated with the Employer to terminate or breach an employment, contractual or other relationship with the Employer.

* Non-Defamation

The Employee agrees that he will not disparage, defame, or discredit any member or employee of Employer or engage in any activity which would have the effect of disparaging, defaming, or discrediting Employer, or its members, managers, affiliates, officers, directors, employees or agents in their respective capacities as members, affiliates, officers, directors, employees or agents, in any way after his/her term here, failure of which can attract civil or criminal implications against the Employee.

* Competing businesses

During the term of this agreement and for a period of 1 (one) year after the termination of this agreement, the Employee agrees not to engage in any employment, consulting, or other activity that competes with the business, proposed business or business interests of the Employer, without the Employer’s prior written consent.

* Intellectual Property

1. All inventions, discoveries, improvements, copyrightable material, trademark ideas and concepts, which the Employee may make or conceive, either solely or jointly with others, during the period of employment, shall be deemed to be the sole property of the Employer and the employee hereby waive any right, title or interest, if any in the favor of the Employee. Further, it shall be the duty of the Employee to promptly reduce to writing and to disclose to the Employer all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts, which the Employee may make or conceive.
2. The Employee agree to, at all times, assist the Employer in every proper way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest title thereto in the Employer, its successors, assigns or nominees.

8. **Indemnity**

Employee agrees to defend, indemnify and hold the Employer harmless against all claims, damages, liabilities, attorney’s fees or other losses arising out of or relating to breach of this agreement.

9. **Jurisdiction**

This Agreement shall be governed by and construed in accordance with the Laws of India and in case any dispute arises, the Courts of Delhi shall have the exclusive jurisdiction.

10. **Waiver**

The failure by either party to enforce any provision of this agreement will not constitute a waiver of future enforcement of that or any other provision.

11. **Severability**

If a court finds any provision of this agreement invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.

12. **Entire agreement**

This agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior agreements, representations and understanding. Any waiver, modification or amendment of any provision of this agreement will be effective only if in writing and signed by the parties hereto.

13. **Notices**

Any notice required to be given hereunder to either party shall be made in writing and shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

* To the Employee: Mr.\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* To the Employer: \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

**Employer**                                                                                       **Employee**

Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_                                                                   Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_                                                                  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_                                                                    Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_