Date: **«Date»**

Dear **«Employee\_Name»**,

This letter is to confirm our discussions and to offer you a position on the professional staff of Crofarm Agriproducts Private Limited (the “Company”). We are pleased that you can join us full- time on **«Date»**. The details of our offer are based on this letter, the Employee Compensation details, which is attached as Annexure A hereto, and the Standard Terms and Conditions of Employment, which are attached as Annexure B hereto (collectively, this Appointment Letter). Please read and retain them for your records.

1. **Commencement of Employment** - You will be employed by the Company in the function of **«Desigantion - Sub Department»** and your employment commencement date has been finalized as on **«Date»**. Your terms and conditions of employment are described in Annexure B and such further duties and responsibilities as the company may delegate to you from time to time. You shall be on probation for 6 (six) months from your date of joining.

2. **Salary** - The details of your compensation are set out in Annexure A to this letter (“Compensation Details”). The Compensation details will be subject to the usual deductions for tax and other contributions normally to be withheld by an employer in India.

3. **Proprietary Information Agreement** - You will be required to sign and abide by the terms of the Company's "Employee's Proprietary Information and Inventions Agreement", which is attached to this agreement.

4. **Termination** - Your employment with the Company may be terminated at any time by the Company in accordance with the provision of the terms disclosed in the Annexure B hereto.

5. **Holidays** - You will be governed by the leave rules and regulations of the Company. The system and procedures to be followed in availing of such leave may change from time to time and will be notified by the Company accordingly.

6. **Terms and Conditions of Employment (Annexure B)** - In addition to the terms of this appointment letter, your employment with the Company will be governed terms and conditions of employment as set out in Annexure “B” hereto. Please review the terms and conditions of employment carefully, since your acceptance of this offer by the Company would be deemed acceptance of the terms and conditions of employment.

We welcome you to our organization and trust what we could mutually build a rewarding career for you in our company.

**For Crofarm Agriproducts Private Limited**

Diagram

Description automatically generated **«Employee\_Name»**

# Annexure A to the Appointment Letter – Strictly Confidential

**Employee Compensation Details**

**Name:** «Employee\_Name»

**Employee Id:** «Employee\_Id»

**Designation:** «Desigantion - Sub Department»

|  |  |  |
| --- | --- | --- |
| **Salary Computation, in INR** | | |
| **Components** | **Annual** | **Monthly** |
| Basic | «Basic\_Y» | «Basic\_M» |
| HRA | «HRA\_Y» | «HRA\_M» |
| Conveyance Allowance | «Conveyance\_Allowance\_Y» | «Conveyance\_Allowance\_M» |
| Special Allowances | «Special\_Allowances\_Y» | «Special\_Allowances\_M» |
| **Gross Salary** | **«Gross\_Y»** | **«Gross\_M»** |
| Company Contribution | | |
| Employer PF | «Employer\_EPF\_Y» | «Employer\_EPF\_M» |
| PF Admin Charges | «PF\_Admin\_Charges\_Y» | «PF\_Admin\_Charges\_M» |
| Employer ESIC | «Employee\_ESIC\_Y» | «Employee\_ESIC\_M» |
| **Total Employer Deduction** | **«Employer\_Deduction\_y»** | **«Employer\_Deduction\_M»** |
| **Total Fixed CTC** | **«Total\_Fixed\_Y»** | **«Total\_Fixed\_M»** |
| **Variable** | **«Variable\_Y2»** |  |
| **Total CTC** | **«TOTAL\_CTC»** |  |

**Note:**

* Tax shall be deducted subject to investment declared to the organization has been computed on a yearly basis. Taxes will be compute as per the Government Regularization which can change from time to time.
* Joining Bonus/ Relocation allowance will be subject to recovery in case you leave the organization before 12 Months / 18 Months.
* Remuneration related information is strictly confidential. It should not be shared with anyone other than your reporting manager.
* Variable will be paid subject to performance evaluation on “Quarterly/Semi Annually/Annually” basis

Diagram

Description automatically generated **For Crofarm Agriproducts Private Limited**

**«Employee\_Name»**

**Annexure B to the Appointment Letter – Strictly Confidential**

**Terms and Conditions of Employment**

1. **Continuous Service Date**

The appointment letter also states when your period of continuous employment with the company commences. Your period of continuous employment does not include any period of service with a previous employer.

1. **Salary**

The company will be entitled, at any time during your employment or in any event on howsoever arising, to deduct from your remuneration any monies due from you to the company, including but not limited to, salary, loans, or advances and any excess holiday pay.

1. **Hours of work**

As per company policy, you are expected to work at least 48 hours a week, and if necessary, for additional hours as might be required for performing your duties competently and meeting the company’s requirements.

1. **Incapacity due to sickness or injury**
2. If you are ill it is vital to ensure that your assigned supervisor or manager or his/ her designate is notified as soon as possible on first day of absence;
3. The company reserves the right to require you to undergo a medical examination by a doctor nominated by the company at any time during your employment where your health or absence from work due to illness is a cause for concern.
4. **Duties and other activities**
5. Your duties generally will be in your area of expertise, but you may be assigned other duties as needed and your duties may change from time to time on reasonable notice, based on the needs of the Company and your skills, as determined by the Company.
6. You are required to exercise your specialized expertise, independent judgment and discretion to provide high-quality services. You are required to follow office policies and procedures adopted from time to time by the Company and to take such general direction as you may be given from time to time by your superiors. The Company reserves the right to change these policies and procedures at any time. You will in all respects carry out and use your best endeavors in carrying out the objects of the company and protect its interest in things to the best of your ability and judgment and devote the whole of your time at work and attention to the business of the company during the business hours.
7. You are not allowed to undertake other activities, except with the prior written consent of the company and whether or not you receive financial compensation for these activities.
8. **Place of work**
9. You will at present report to the designated office of the company. The company may, after giving you reasonable notice, transfer or assign your services to any place of business of the company, which may subsequently be acquired or established, in any part of India or abroad.
10. The company may also depute you to any work or assign your services to any affiliate, associate company, branch, office, joint venture, subsidiary, or other companies, concerns organizations, or firms with whom the company may make any such arrangement or agreement. You may also be required on a temporary basis to work at any client premises based in India or overseas.
11. **Rules and regulations**
12. The company shall be entitled to modify the terms of your employment on providing you with prior written notice and in accordance with applicable law. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the company from time to time.
13. You will also be governed by statutory laws enacted by central or state government or local authorities as may be applicable to you from time to time.
14. **Company property**

You will always maintain in good condition all company property, which may be given to you for official use during the course of your employment and shall return all such company property to the company immediately on relinquishment of your services, failing which the cost of the same will be recovered from you by the company.

1. **Borrowing / accepting / giving gifts**

You will not borrow or accept or give any money, gift, reward, or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings. You will also not under any circumstances engage in any act that involves or even gives the impression of involving bribery or any illegal activity whatsoever.

1. **Background investigation**
2. You represent that you have never been convicted of been charged with or are on trial for any crime or other transgression whatsoever in India or abroad.
3. You may be subject to checking’s (checking’s) that may be conducted either before or after the date which full- time employment commences. Checking’s may include: (i) background checks(including checking all facts submitted to the company, including, but not limited to your curriculum vitae or application); (ii) reference checks; (iii) fingerprinting; (iv) drug ;(v) medical examination (s) as determined to be relevant by the company.
4. Either (i) refusal to be subject to checking’s or (ii) results that are derived from checking which are in conflict with the material given by you to the company will be considered grounds for withdrawal of the offer extended to you or termination of your employment with the company pursuant to the terms of this annexure and may be acted on at any time before or after your commencement date with the company.
5. **Probation**

You shall serve a period of six months starting from the date of your joining on probation. You shall be deemed as confirmed unless probation has been extended or intimated to you by the employer. During probation, the notice period to be served by company shall be 7 days in case of termination by the company.

1. **Termination of employment**
2. Your appointment with the company is liable to be terminated company by giving you not less than 30 day’s written notice.
3. Notwithstanding any other provision hereof, your employment may be terminated by the company without notice or payment in lieu of notice if it has reasonable grounds to believe that you have consistently failed to perform as per reasonable performance metrics for your function or that you are guilty of misconduct or negligence, or have committed any breach of this agreement. Termination of your employment under this sub-paragraph would be without prejudice to:
4. The company’s right to claim the actual damages it has suffered through this breach; and
5. Any other relief to which the company may be entitled under contract, law or equity.
6. Misconduct will include without limitation:
7. Absence from service without prior notice in writing or without sufficient cause for seven days or more;
8. Going on or abetting a strike in contravention of any law;
9. Causing damage to the property of the company;
10. Continued discharge of work functions, which do not meet the standards reasonably expected by the company from you;
11. Breach of confidentiality/ secrecy provisions set out in the Proprietary Information and Inventions Agreement and the terms set forth in this annexure;
12. Commission or attempt to commit any cybercrime.
13. In the event of dissatisfaction in the results of the background investigation mentioned in this annexure, your employment may be terminated without notice at any time.
14. Voluntary Termination by Employee. Any voluntary termination of employment by employee requires 30 days‟ notice.
15. In the event of termination of your employment, your employment with the company will cease and the provisions of the Appointment Letter (other than the terms of Proprietary Information and Inventions Agreement (signed separately), Cyber Crimes, Restrictions, Indemnity, Integrated Agreement and Severability clauses as set forth in this annexure) shall not have any further effect. In respect of the terms mentioned in the Proprietary Information and Inventions Agreement (signed separately), Cyber Crimes, Restrictions, Indemnity, Integrated Agreement and Severability clauses of this Annexure B, the termination of your employment with the company shall not have any effect on such clauses and they would remain valid in full capacity till 24 months from your date of termination unless indicated otherwise in any of the individual clauses. On termination, the company shall not have any further liability to you other than for remuneration, allowances and perquisites that have accrued prior to the effective date of termination of employment.
16. The company’s decision as to the termination of your services or employment shall be final and legally binding on you.
17. Upon any termination of your employment with the company, you hereby agree to accurately complete, sign and deliver to the company the separation certification if required.
18. **Cybercrimes**

You hereby expressly agree that you shall not either directly or indirectly commit or cause to commit any cybercrime. For the purposes of this Appointment Letter, „cybercrime‟ means any isolated or concerted act done anywhere by which the originator of such act or associates.

1. Gain unauthorized access to the computer system or computer network; or
2. Downloads, copies or extracts any information or data from such system; or
3. Introduces any harmful code; or
4. Causes any damage to the system or network; or
5. Causes the non- functioning or malfunctioning of any system or network; or
6. Causes denial of access to any authorized person to the system or network; or
7. Contravenes any provision of the information Technology Act, 2000 and the rules and regulation made their under; or
8. Tampers or manipulates any system or network with the object of operation the account of another person; or
9. Alters or deletes any information residing in a computer resource or diminishes the value or utility of the function of the computer system or network through any means;or
10. Does anything, which has the effect of adversely affecting the performance of a computer network or services.
11. **Restrictions**
12. You will not during the term of your employment with the company and for a period of 1 (One) year following the date of termination of your employment, do or permit any of the following without prior written consent of the company:
13. Be concerned with, engaged or interested in, or advise or own any business directly or indirectly, which is in competition with any business carried on by the company in India, including without limitation companies engaged in similar activities as those of the company as were performed or developed at any time during your tenure.
14. Solicit any current or previous customers of the company or any potential customer that the company had explored business opportunity at an earlier date either in writing or verbally for the purpose of offering to that person goods or services similar to or competing with those of the company;
15. Cause or permit any person directly or indirectly under your control to do any of the acts of things specified above; and
16. Solicit any employees of the company, which includes the person employed by the company after termination of your employment with the company, for the purpose of offering to that person employment of any interest in any other company, institution, organization or any business whether owned by you or not.
17. Actual or suspected breach of any of the above conditions shall entitle the company to injunctive relief to enforce the restrictions given above.
18. Notwithstanding the above, your undertakings contained in the restrictions clauses mentioned above shall cease to have any effect in case the company terminates your employment pursuant to the termination clauses set forth in this annexure.
19. Each undertaking in the restrictions clauses mentioned above shall be treated as independent of the other undertakings so that, if one or more is held to be invalid as an unreasonable restraint of trade or for any other reason, the remaining undertakings shall be valid to the extent that they are not affected.
20. In view of the nature of your duties with the company, and the compensations and benefits granted by the company to you, each of the company and you consider the undertakings in the restrictions clauses mentioned above to be reasonable in all circumstances. However, if one or more undertakings in the restriction clause above are held invalid as unenforceable or invalid for any reason by a competent Court, adjudicator or arbitrator, the undertakings shall apply with such modifications as to the period, territory or scope of their operation as may be necessary to make them enforceable and valid.
21. **Indemnity**

You will fully and effectively indemnify the Company against all losses, damages, and expenses incurred due to any breach or alleged breach of the terms of this appointment letter, or any fraud, misconduct, or negligence on your part in the course of your employment with the company.

1. **Integrated agreements**

Please note that this Agreement supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. It constitutes the full, complete, and exclusive agreement between you and the company with respect to the subject matters herein. This agreement cannot be changed unless in writing, signed by you and the CEO or President of the Company.

1. **Sever-ability**

If any term of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected; and, the parties shall use their best efforts to find an alternative way to achieve the same result.

1. **Correctness of information**

Your appointment is being made on the basis of the information and details given by you. If at any time, any information or detail given by you is found to be incorrect or inaccurate or false, the company may terminate your services without any notice, salary in lieu of notice or compensation.

**For Crofarm Agriproducts Private Limited**

**Acceptance of Employee**

I, **Employee Name** S / D /o Mr. **Father Name** read and understood the terms and conditions of this letter and the annexures hereto, and the same are acceptable to me and I hereby agree to be legally bound hereby and thereby.

Date: **Date**

Place: **Location**

Employee Name: **Employee Name**

Employee Father's Name: **Mr. Father Name**

# Proprietary Information and Inventions Agreement

Working for Crofarm Agriproduct Pvt. Ltd. (the “Company”), I recognize that the Company is engaged in a

continuous program of research, development and production with respect to its business.

RECITALS:

I understand that:

1. Definitions for certain of the capitalized terms used in this Proprietary Information and Inventions

Agreement (“Agreement”) are contained in Exhibit A attached to this Agreement.

1. My employment creates a relationship of confidence and trust between the Company and me with respect to any information (i) applicable to the business of the Company; or (ii) applicable to the business of any customer of the Company; or (iii) which the Company is under a contractual obligation to keep confidential which may be made known to me by the Company or by any customer of the Company, or learned by me during the period of my employment.
2. The Company possesses and will continue to possess Proprietary Information. In consideration for the compensation received by me from the Company, I hereby agree as follows:

# Protection of Proprietary Information.

* + 1. **Property of the Company**. All Proprietary Information shall be the sole property of the Company and its assigns or a third party, as applicable, and the Company and its assigns or such third party shall be the sole owner of all patents and other rights in connection with such Proprietary Information. I hereby assign to the Company any rights I may have or acquire in any or all Proprietary Information. During the term of my employment by the Company and at all times thereafter, I will keep in confidence and trust all Proprietary Information, and I will not directly or indirectly disclose, sell, use, lecture upon or publish any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties for the Company. I will obtain the Company’s written approval before publishing or submitting for publication any material that relates to my work at the Company or incorporates any Proprietary Information.
    2. **Property of Third Parties**. I recognize that the Company has received and in the future will receive information from third parties which is private or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree, during the term of my employment and thereafter, to hold all such private or proprietary information received from third parties in the strict confidence and not to disclose or use it, except as necessary in carrying out my work for the Company consistent with the Company’s agreement with such third party. My obligations regarding Proprietary Information shall continue until such time as the Proprietary Information is publicly known without fault on my own part.

1. **Avoid Conflict of Interest.** During the course of my employment, I shall inform the Company before accepting any employment, consulting or other relationship with another person or entity (i) in any field related to the Company’s line of business, or (ii) in a position that requires a significant time commitment. Lack of objection by the Company regarding any particular outside activity does not in any way reduce my obligations under this Agreement.
2. **Return of Materials.** All apparatus, computers, computer files and media, data, documents, drawings, engineering log books, equipment, inventor notebooks, programs, prototypes, records, samples, equipment and other information and physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company, or produced by myself or others in connection with my employment, shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. Should the Company not so request, I shall return and deliver all such property upon termination of my employment for any reason and I will not take with me any such property or any reproduction of such property upon such termination. I further agree that any property situated on the Company’s premises and owned by the Company, including computers, computer files, e-mail, voicemail, disks and other electronic storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.
3. **Non-Solicitation**. I agree that, during the period of my employment and for a period of one (1) year following termination of my employment with the Company for any reason, I will not directly or indirectly (i) solicit or in any manner encourage employees or consultants of the Company to end their relationships with the Company; or (ii) other than on behalf of the Company, call on, solicit or take away, or attempt to do any of the same, the business of any customer of the Company with whom I became acquainted during the course of my employment. By signing this Agreement, I acknowledge and agree that the names, addresses and product specifications of the Company’s customers constitute Company Proprietary Information and that the sale or unauthorized use or disclosure of this or any other Company Proprietary Information that I obtained during the course of this Agreement would constitute unfair competition with the Company. I promise not to engage in any unfair competition with the Company either during the term of my employment or at any time thereafter.
4. **Inventions**. I will promptly disclose to the Company, or any persons designated by it, any and all Inventions; such disclosure shall continue for one (1) year after termination of my employment with respect to any and all Inventions made, conceived, reduced to practice or learned during such one (1) year term. If any application for any India or foreign patent related to or useful in the business of the Company or any customer of the Company shall be filed by me or for me during the period of one (1) year after my employment is terminated, the subject matter covered by such application shall be presumed to have been conceived during my employment with the Company.

# Ownership and Protection of Inventions.

* 1. **The Company owns Inventions**. I agree that any and all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, trademarks, copyrights and other rights in connection with such Inventions.
  2. **Inventions Protection**. I hereby assign to the Company any rights I may have or acquire in Inventions. In addition, to the extent permitted by copyright law, the parties agree that any works resulting from my work under this Agreement shall be “works for hire” as defined in the

copyright law. I hereby assign to the Company all of my works of authorship and all rights of copyright, trademark, patent and other such rights (“Intellectual Property Rights”) in such works to the extent such works result from my work under this Agreement. I further agree, as to any and all Inventions, to assist the Company in every proper way (but at the Company’s expense) to obtain and from time to time enforce Intellectual Property Rights on Inventions in any and all countries. To that end, I will perform any further acts and execute and deliver all documents for use in applying for and obtaining such Intellectual Property Rights there-on and enforcing the same, as the Company may desire, together with any assignments of such protections to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing Intellectual Property Rights on Inventions in any and all countries shall continue beyond the termination of my employment, but, after such termination, the Company shall compensate me at an appropriate hourly rate for time actually spent by me at the Company’s request on such assistance. I acknowledge that I may be unavailable when the Company needs to secure my signature for lawful and necessary documents required to apply for or execute any Intellectual Property Rights with respect to Inventions (including renewals, extensions, continuations, divisions or continuations in part of patent applications). Therefore, I agree to irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact, to act for and in my behalf and instead of me, to execute and file any such application(s) and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other protections on Inventions with the same legal force and effect as if executed by me. The Company shall also have the right to keep any and all Inventions as trade secrets. I hereby waive and quit claim to the Company Intellectual Property Rights. Any and all claims of any nature whatsoever, which I now or may hereafter have for infringement of Intellectual Property Rights assigned hereunder to the Company.

* 1. **Maintenance of Records**. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

1. **List of Pre-Employment Inventions**. I have attached to this Agreement as Exhibit B a complete list of all developments, discoveries, improvements, inventions, trade secrets, or technical or journal writings or other works of authorship which I have made or conceived or first reduced to practice alone or jointly with others prior to my engagement by the Company which are not subject to a confidentiality agreement that would bar such listing (collectively “Pre-Employment Inventions”); and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have made no such Pre- Employment Inventions at the time of signing this Agreement. The Company will not require me to assign any rights I may have in any of the listed Pre-Employment Inventions. Furthermore, the listed Pre- Employment Inventions will not be classified as Proprietary Information or Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Pre- Employment Invention or any other inventions, technical writings, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned by me or in which I have an exclusive interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sub licensable license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine. I acknowledge and agree that the Company and its subsidiaries or

affiliates are free to compete or develop information, inventions and products within the areas and type of the Pre-Employment Inventions.

1. **No Conflicting Obligation**. I represent that my performance of all the terms of this Agreement and that my employment by the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement. I also understand that I am not to breach any obligation of confidentiality I have to others during my employment with the Company.
2. **No Improper Use of Information of Prior Employers or Others.** As part of the consideration for the offer of employment by the Company and of my employment or continued employment by the Company, I have not brought and will not bring to the Company, or use or disclose in the performance of my responsibilities any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless I have obtained their written authorization for its possession and use.
3. **Notification of New Employer.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.
4. **Equitable Relief**. I acknowledge that any breach or threatened breach by me of this Agreement will result in immediate and irreparable harm to the Company, for which there will be no adequate remedy at law, and that the Company will be entitled to injunctive relief to restrain me from violating this Agreement or to compel me to cease and desist all unauthorized use and disclosure of the Proprietary Information, without posting bond or other security. I will indemnify Company against any costs, including reasonable legal fees, incurred in obtaining relief against my breach of this Agreement. Nothing in this section shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages from me.
5. **Dispute Resolution Procedure**. I agree that any dispute arising out of or related to the employment relationship between me and the Company, including the termination of that relationship, and any allegations of unfair or discriminatory treatment arising under government law or otherwise, shall be resolved in accordance with the dispute resolution procedures set forth in my letter of offer of employment from the Company. “Appointment Letter”).

If there is no Appointment Letter or if the Appointment Letter does not include a dispute resolution procedure, then I agree that all such disputes shall be resolved by final and binding arbitration in accordance with the following procedures: The parties shall first submit any dispute to non-binding mediation before a mediator to be jointly selected by the parties. The Company will pay the cost of any mediation. If the mediation does not resolve the dispute, the parties agree that the dispute shall be resolved by final and binding arbitration, to be held in Delhi, India pursuant to the Employment Dispute Resolution Rules of the Government of India. Each party shall be responsible for paying its own legal fees.

Subject to the following paragraph, arbitration shall be the exclusive final remedy for any dispute between the parties, including but not limited to disputes involving claims for discrimination or harassment, wrongful termination, breach of contract, breach of public policy,

physical or mental harm or distress, or any other disputes, except that either side may appeal the arbitrator’s decision regarding or relating to matters involving the Company’s Proprietary Information to a court of competent jurisdiction in or servicing Delhi, India.

Nothing herein shall limit the right of the Company to obtain injunctive relief for violation of the portions of this Agreement dealing with protection of the Company’s Proprietary Information, in order to preserve the status quo or prevent irreparable harm pending arbitration and, if applicable, appeal. In addition, either party may bring inaction in a court of competent jurisdiction located in or serving Delhi, India regarding or relating to matters involving the Company’s Proprietary Information.

1. **Modifications**. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.
2. **Severability**. If any term or provision of the Agreement shall be declared invalid, illegal or unenforceable, such term or provision shall be amended to achieve as nearly as possible the same effect of protecting Proprietary Information as the original term or provision, and all remaining provisions shall continue in full force and effect.
3. **Term of Employment**. I understand that my employment is governed by the terms in the “Appointment Letter”, but my obligations under this Agreement shall survive such termination.
4. **Survival of Obligations**. This Agreement shall survive termination of my employment, regardless of the circumstances of such termination.
5. **Effective Date**. This Agreement shall be effective as of the first day of my employment by the Company.
6. **Binding Effect.** This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and shall inure to the benefit of successors and assigns of the Company.
7. **Integrated Agreement**. This Agreement, together with the Appointment Letter, constitutes the full, complete and exclusive agreement between the Company and me with regard to this Agreement’s subject matter. These Agreements supersede any previous agreements or representations, whether oral or written, express or implied between the Company and me with respect to their subject matter. These Agreements shall not be modified unless in writing, signed by me and the CEO of the Company.
8. **Exhibits**. The following Exhibits are made a part of and incorporated by reference in this Agreement:

Exhibit A: Definitions.

Exhibit B: List of Pre-Employment Inventions.

1. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of Delhi India.
2. **Acknowledgement.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I under-stand and will fully and faithfully comply with such provisions.

# ACCEPTED AND AGREED TO BY:

# Name: “Employee Name” Crofarm Agriproducts Pvt. Ltd.

**Signature: Signature:**

# Date: Vikas Bothra

# Authorized Signatory