**EMPLOYMENT AGREEMENT**

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**EMPLOYMENT AGREEMENT**

This Employment Agreement (this ‘**Agreement**’) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 (the ‘**Execution Date**’), by and between:

My T-Tech Solutions Pvt. Ltd, a company incorporated under Companies Act, 2013 bearing CIN U72900KA2020PTC134817 and having its registered office at 3309, 4th cross, 1st main road Gayathrinagar Bengaluru 560021 (hereinafter referred to as the ‘**Company**’, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

**AND**

\_\_\_\_\_\_ , a person resident in \_\_\_\_\_\_\_ aged about \_\_\_\_\_ years holding PAN \_\_\_\_\_ and currently residing at \_\_\_\_\_ (hereinafter referred to as ‘**Employee**’, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and legal representatives).

The Company and Employee shall collectively be referred to as, the ‘**Parties**’ and, individually, as a ‘**Party**’.

**WHEREAS:**

The Company is a technology-based company that offers enterprise software solutions in different industries (‘**Business**’).

The Employee has represented that it has requisite skill set and qualifications to be employed as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Designation**”).

Based on the representations and warranties of the Employee, the Company has decided to employ the Employee and the Employee has agreed to be employed on the Designation.

Accordingly, the Parties intend to record the terms of the engagement of the Company and the Employee under this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations, and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

# DEFINITIONS AND INTERPRETATION

1. **Definitions**

‘**Agreement**’ means this employment agreement and includes any recitals, schedules, annexes, or exhibits that may be annexed to this Agreement and any amendments made to this Agreement by all the Parties in writing.

‘**Applicable Law(s)**’ shall mean any law (including common law), statute, code, executive order, injunction, judgment, decree, permit, license, ordinance, rule or regulation, and similar provisions having the force or effect of law in India.

‘**Affiliate**’ shall mean with respect to any Person, any company, corporation, association or other entity, which, directly or indirectly, Controls, is Controlled by or is under common Control with, such Person. However, an Affiliate shall not include a Competitor.

‘**Board’** means the board of directors of the Company.

‘**Competitor**’ shall means any Person who is, directly or indirectly, engaged in any commercial activity which is the same as and/or substantially similar to the Business or which competes with the Business (“Relevant Person”); and/ or any Person in Control of, Controlled by or under common Control with, the Relevant Person.

‘**Confidential Information**’ shall mean all non-public information that this Agreement or the Company designates and intimates to the Employee hereto as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and includes without limitation, information relating to the business, financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, drawings, labels, plates, documentation, technology, in each case of a Party hereto, (whether in electronic, verbal or written form), and all notes, analyses, compilations, studies or other documents prepared which contain reflect such information.

‘**Control**’ with respect to any Person shall means the direct or indirect beneficial ownership of or the right to vote in respect of, directly or indirectly, more than 50% of the voting shares or securities of a Person and/or the power to control the majority of the composition of the Board of directors of a Person and/or the power to create or direct the management or policies of a Person by contract or otherwise or any or all of the above.

‘**Cause**’ shall mean occurrence of any of the following:

1. there has been a gross negligence and wilful misconduct on the part of the Employee in the course of his/her employment with the Company;
2. the Employee has engaged in fraud, embezzlement, theft, commission of a felony, or dishonesty etc. in the course of his employment with the Company;
3. the Employee has engaged in such behaviour materially detrimental to the interests of the Company;
4. a material breach by the Employee of any of the terms and conditions of this Agreement;
5. any unauthorised disclosure of Confidential Information by the Employee;
6. the Employee is charged with any felony or crime involving moral turpitude, fraud, or misrepresentation; and
7. resignation tendered by the Employee during the term of this Agreement.

‘**Effective Date’** means the date of joining of the Employee.

‘**Intellectual Property Rights**’ means trademarks, service marks, trade names, business names, logos, get-up, patents, petty patents, utility models, supplementary production certificates, inventions, registered and unregistered design rights, copyrights, semi-conductor topography rights, database rights, domain names and URLs of the Company, rights to sue for passing off and in unfair competition, rights in opposition proceedings and all other similar rights in any part of the world (including in know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations; and “Intellectual Property Rights” shall mean any one of them.

‘**Person**’ means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, waqf, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law; Person also includes a reference to that Person’s legal representatives, assignees, successors or heirs.

“**Related Party**” shall have the meaning ascribed to it in the Companies Act, 2013;

‘**Remuneration**’ means as defined in Clause 9.1 of this Agreement.

‘**Term**’ means as defined in Clause 8 of this Agreement.

1. **Interpretation**

In this Agreement, unless the contrary intention appears:

1. the terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute / legislation;
2. all approvals and/or consents to be granted by the Parties under this Agreement shall be deemed to mean prior approvals and/or consents in writing;
3. no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
4. time is of the essence in the performance of each Party’s respective obligations, and if any time period specified in this Agreement is extended, such extended time period shall also be of the essence; and
5. any and all payments made by any Party pursuant to any of the terms of this Agreement shall be in Rupees only.

# EMPLOYMENT

* 1. The Company has employed the Employee to render services as are reasonably expected to be rendered by a person employed at the Designation and Employee accepts the employment on terms and conditions set out under this Agreement read with the policies of the Company, updated from time to time.
  2. The Company reserves its rights to change the Designation and job description based on the performance of the Employee and the requirement of the Company.
  3. The Employee represents and warrants to the Company that, as on the Effective Date: (a) he is free to enter into employment with the Company without violation of any third party rights and that the employment with the Company shall not result in a violation of any agreement or restrictive condition that he may have with any third party including former employers; (b) he is not a party to any arrangement or agreement which will compromise his ability to carry out the duties for the Company; (c) all information provided by the Employee in this Agreement is truthful and accurate; and (d) he is competent to enter into this Agreement and capable of performing the obligations hereunder.

# REMUNERATION AND BENEFIT

* 1. In consideration of the due and faithful performance, discharge and execution of his duties and responsibilities and on complying with the terms set forth in this Agreement, the Employee shall be entitled to the remuneration, incentives (if applicable) and other employee benefits (“**Remuneration**”), in accordance with **Annexure A**.
  2. The Company shall reimburse all expenses actually and properly incurred by the Employee in the course of Business of the Company during the term of employment of the Employee with the Company and in accordance with the applicable policy (as amended from time to time by the Company in its sole and absolute discretion), upon presentation of appropriate documentation of such expenses at such time and in such form and manner as the Company may prescribe. The reimbursement and travel advance (“**Reimbursements**”) shall be in accordance with the Reimbursement Policy. The current reimbursement policy is annexed as **Annexure B**.
  3. The Company shall have the right to deduct or withhold such amounts from the payable Remuneration and/ or Reimbursements, as may be required by Applicable Law, or to recover any debts owed or losses caused by the Employee to the Company and any other deduction from Remuneration to which the Employee has previously signified his consent in writing.

# DUTIES AND OBLIGATION OF THE EMPLOYEES

* 1. The Employee agrees to devote his best efforts and his full business time, business judgment, skill, knowledge and attention to advancing the Business and affairs of the Company and shall perform such services and duties as are incidental to such position, and as required by the Company.
  2. The Employee shall comply at all times, with: (a) this Agreement; (b) all the Company’s rules, regulations, policies and procedures in force from time to time.
  3. The Employee shall not commit any act or misconduct or commit any acts subversive to the discipline of the Company, or otherwise misbehave in a manner that would be construed as being in violation of the rules of the Company for the time being in force.
  4. The Employee agrees that during the term of his employment, he shall work exclusively for the Company and will not perform or undertake to perform any work for any other Person without the specific prior written permission of the Company for each such instance of work.
  5. The Employee shall refrain from (i) accepting or offering substantial gifts, excessive entertainment, favours or payments which may be deemed to constitute undue influence (ii) making of any false or fictitious entries in any books and records of the Company by any Person, that might, in each case, cause the Company to be involved in any litigation, investigation or other administrative or judicial proceedings, or have any material adverse effect on the Business and/or the Company.
  6. The Employee shall refrain from investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of Company.
  7. The Employee shall not make or cause to be made any false or misleading statements to, or shall attempt to coerce or fraudulently influence, an accountant in connection with any audit, review, or examination of the financial statements of the Company.
  8. The Employee shall not be involved in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
  9. The Employee will give full disclosure to the Company in case any transaction which is in the knowledge of the Employee, is being entered between the Company and any third party and the Employee is a Related Party of that third party.

# PLACE OF WORK

The principal place of work from where the Employee shall perform services for the Company will be the Company's offices located in \_\_\_\_\_\_.

The Employee may however be required to relocate (without any additional Remuneration) to other places as per the requirement of the Company.

The Company may, after giving the Employee reasonable notice, transfer or send on deputation or assign Employee to any place of business of the Company or any of its subsidiaries or Affiliates that may be presently operating, or which may subsequently be acquired or established in any part of India or abroad. In such a case, Employee will, in addition to the terms of this Agreement, be governed by the policies of that location.

Employee may be required by the Company to make such tours as may be necessary in the interest of the Company’s business. The Company shall reimburse Employee for all reasonable expenses incurred during such tours as per the Company’s policies.

# WORK DAYS & TIME

The Company’s work hour policy will be in accordance with the Work Hour Policy. The current work hour policy is annexed as **Annexure C**. However, the work days and timings may vary and might be subject to the nature of work.

# ABSENCE WITHOUT LEAVE INTIMATION

An employee who is constantly absent from work for more than \_\_\_\_\_ consecutive working days without prior approved leave from the Company or without reasons acceptable to the Company or without informing the Company of the reason prior to such absence shall be deemed to have resigned from the Company.

# BACKGROUND CHECK

Employee’s employment with the Company is contingent upon a satisfactory background check. If any information given by Employee at the time of the appointment or later, is found to be wrong or found to have suppressed information, the employment will be deemed to be void and the employment be terminated without any notice or all payable Remuneration and Reimbursements shall stand forfeited.

# TERM

Subject to Applicable Law, this Agreement shall commence on the Effective Date and shall continue to be in effect till the continuance of the employment of the Employee with the Company.

# LEAVE POLICY

The Employee shall be entitled to leaves in accordance with the Leave Policy. The current leave policy is annexed as **Annexure D**, however same maybe subject to revision from time to time.

# INTELLECTUAL PROPERTY

* 1. The Employee hereby agrees and acknowledges that all Intellectual Property Rights originated, conceived, written, made or discovered by the Employee during the Term and/or using the resources of the Company shall: (a) be deemed to be “work made for hire” for the Company; and (b) automatically vest in the Company, ab initio. It is hereby clarified that the Company shall be construed as the author of all the Intellectual Property Rights originated, conceived, written, made or discovered by Employee during the Term and/or using the resources of the Company.
  2. Notwithstanding the generality of the foregoing, Employee hereby assigns to the Company by way of future assignment, all Intellectual Property Rights related to the Business for the full terms thereof, throughout the world in respect of all intellectual property originated, conceived, written, made or discovered by Employee during the Term and/or using the resources of the Company.
  3. The Employee agrees and acknowledges that the Remuneration and Reimbursements paid to the Employee by the Company during its employment with the Company shall be deemed to be due and adequate compensation for the assignment of all Intellectual Property Rights in favour of the Company.

# CONFIDENTIALITY

* 1. The Employee agrees, undertakes and covenants that, at all times during the Term, and at all times thereafter, the Employee shall maintain and hold Confidential Information in strictest confidence and not to use except for the benefit of Company, and not to disclose to any third party any Confidential Information except as may be necessary to perform Employee’s responsibilities towards Company.
  2. The Employee shall maintain proper and secure custody of all Confidential Information and take all necessary steps to prevent the use or disclosure, directly or indirectly, of the Confidential Information in any manner, by or to any third Person other than: (a) on a “need to know” basis; and (b) in the proper course of his duties as expressly set out in this Agreement.
  3. Without prejudice to the other rights of the Company under Applicable Laws, in the event of unauthorised disclosure or use of the Confidential Information provided or disclosed, the Employee shall provide the Company with all necessary assistance in recovering and/or preventing the use, dissemination, sale or other disposal of such Confidential Information and liable to pay such amount as quantified by the Company as liquidated damages towards breach of obligation under this Clause 12. The Employee agrees and acknowledges that breach of confidentiality obligation will result in both direct and indirect loss to the Company and therefore, the liquidated damages quantified by the Company shall considered as genuine estimate of loss caused to the Company.

# FORMER EMPLOYER INFORMATION

* 1. Employee will not, during employment with Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

# NON-SOLICITATION

* 1. The Employee covenants and agrees that during the course of his employment starting from the Effective Date, the Employee shall not directly or indirectly:
     1. attempt in any manner to contact any client/customer or solicit from any client/customer, except on behalf of the Company, business of the type carried on by the Company or to persuade any Person, which is a client/customer of the Company to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company or damage in any way the business relationship that the Company has with any customer/client, whether or not the relationship between the Company and such client/customer was originally established in whole or in part through his efforts.
     2. employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company or was in the employment of the Company at any time during the preceding 12 (twelve) months.

# NON-COMPETE

* 1. The Employee covenants and agrees that during the course of his employment starting from the Effective Date the Employee shall not:
     1. carry on or participate (whether as a partner, shareholder, principal, agent, director, employee or consultant) in any business and/ or activity which is the same as or substantially similar to the Business, including in the business of any Competitor, other than through the Company.
     2. render any services to a Competitor or enter into employment with any of the Competitors.
     3. solicit or influence or attempt to influence any client, customer or other Person to direct its purchase of the products and/or services of the Company to itself or any Competitor; and/or
     4. solicit or attempt to influence any Person, employed or engaged by the Company (whether as an employee consultant, advisor or distributor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any other Person which is a Competitor of the Company.

# REMEDIES

Notwithstanding anything contained herein, the Employee acknowledges that a breach of any of the covenants contained in this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain remedies available under Applicable Law including but not limited to injunctive relief through any court of competent jurisdiction. The injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

# RETURNING COMPANY DOCUMENTS

Employee agrees that, at the time of leaving the employment of Company, Employee will immediately deliver to Company (and will not keep, recreate or deliver to anyone else) all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any above items developed during employment with Company or otherwise belonging to Company, its successors or assigns.

# TERMINATION

* 1. This Agreement and the employment of the Employee with the Company may be terminated by the Company, without Cause by giving the Employee \_\_\_\_\_\_\_ months/days’ notice in writing or payment of \_\_\_\_\_\_ months/days salary in lieu of such notice.
  2. The Employment of the Employee with the Company shall immediately stand terminated on occurrence of any Cause.
  3. Upon termination of this Agreement, the Employee shall hand over all documents, materials and data constituting the property of the Company, including any proprietary rights, Intellectual Property Rights and Confidential Information, which may be in the possession of the Employee at the time of termination of this Agreement.
  4. It is clarified that upon termination of this Agreement, the Employee shall cease to be an Employee of the Company. The management of the Company reserves the sole right to extend the termination of this Agreement.
  5. Subject to the other terms of this Agreement upon cessation of this Agreement for any reason (either by of way termination by the Company or resignation by the Employee or retirement of the Employee in accordance with Company policies), the Employee shall cease to be an Employee of the Company.
  6. Termination of this Agreement for any reason shall not entitle the Employee to any compensation for loss of office under the Companies Act and he shall only be entitled to such dues as may be contractually or statutorily payable in terms of this Agreement.

# NOTICES

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be provided by email or courier to the addresses mentioned below:

If to the Company:

Address: [ ]

Kind Attn: [ ]

E-mail: [ ]

If to the Employee:

Address: [ ]

Kind Attn: [ ]

E-mail: [ ]

In the event of any change in the address, the Party whose address is subject to change shall communicate such change to the other Party in writing.

# DISPUTE RESOLUTION

* 1. In case of any dispute arising between the parties, the Parties shall endeavour to settle such dispute amicably for not less than fifteen (15) days.
  2. If amicable settlement fails, dispute shall be referred to Arbitration and Conciliation Act, 1996 as amended from time to time to be resolved as per Fast Track procedure set out under Section 29B of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator who shall be appointed by mutual consent of the Parties from a pool of arbitrators empanelled by the Company.
  3. The seat and venue of such arbitration shall be Bengaluru and the governing law shall be prevalent laws of India. The arbitration proceedings shall be in English Language. The Award shall be final and binding on the Parties. The provisions of this clause shall survive the termination of this Agreement for any reason whatsoever. The courts of Bengaluru shall have exclusive jurisdiction.
  4. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of them shall separately pay their counsel fees and expenses.
  5. This Agreement shall be interpreted in accordance with and governed by the laws of India without regard to any conflict of laws principles. All disputes arising out of or in connection with this Agreement shall be subject to the sole and exclusive jurisdiction of the courts of Bengaluru.

# MISCELLANEOUS

* 1. The rights of each Party under this Agreement shall not be to the exclusion of the rights granted under Applicable Law but shall be in addition to such rights.
  2. The Company reserves its rights to update and amend the existing policies and make new policies.
  3. The obligations of the Company under this Agreement shall stand suspended in case of occurrence of any unenforceable event beyond the control of the Company and the Company shall not be liable for damages to the Employee for any loss resulting from the same.
  4. Each of the provisions of this Agreement is severable. If any provision of this Agreement (or part of a provision) is found by any competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
  5. No amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed both Parties.
  6. This Agreement is personal in nature to the Employee and the Employee cannot assign this Agreement without the prior written consent of the Company.
  7. No provision of this Agreement is intended, or will be interpreted, to provide any right to, or to be enforceable by, any Person who is not a party to this Agreement, and all provisions hereof will be personal and solely among the Parties.
  8. This Agreement constitutes and contains the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written among the Parties in respect of the subject matter hereof.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED.**

Signed and delivered for and on behalf of

[●]

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

By:

Title:

Signed and delivered by \_\_\_

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

# ANNEXURE A

**Remuneration**

# ANNEXURE B

**Reimbursement Policy**

Provided separately as attachment.

# ANNEXURE C

**Work Hour Policy**

Provided separately as attachment.

# ANNEXURE D

**Leave Policy**

Provided separately as attachment.