

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made on this 8<sup>th</sup> day of March, 2022 (“*the effective date*”)

### **BETWEEN:**

**NEW VISION SOFTCOM & CONSULTANCY PVT. LTD**, a company duly registered under the provisions of the Companies Act, 1956, having its registered office at IT Plaza, E-8, Gulmohar, Bhopal, Madhya Pradesh, India (hereinafter referred to as “**NEW VISION**”), through its authorised signatory, **Mrs. Christine Lawrence** which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of **ONE PART**.

### **AND**

**Ms. Rupali Balasaheb Shinde** Indian Inhabitant, residing at "Shobha Villa", Main Road Shirur Kasar, Shivajinagar, Tal.- Shirur Kasar, Dist.-Beed-413249, Maharashtra (Herein after referred to as "**the Employee**" which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the **OTHER PART**;

### **WHEREAS:**

NEW VISION is in the business of information technology consulting, software development and other related businesses,

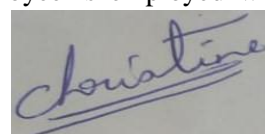
The Employee is working with NEW VISION since **8-Mar-22** and is desirous of continuing the employment being at the position/designation of **Software Engineer** with NEW VISION and NEW VISION has agreed to extend the employment terms of the Employee as a **Software Engineer** on the terms and conditions as set out herein below:

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **1. SERVICES & TERMS OF EMPLOYMENT**

- 1.1 Employee agrees to perform services and assignments for NEW VISION for its various clients, its affiliates, subsidiaries, associates and other group companies ["CLIENT"] as assigned by NEW VISION from time to time, diligently and efficiently, during the course of his/her employment with NEW VISION.
- 1.2 The Employee agrees to employ his/her best efforts to meet NEW VISION's deadlines and standards as applicable from time to time, and agrees that the NEW VISION may review the skill levels and performance of the Employee periodically.
- 1.3 The Employee agrees that during the validity period of this Agreement, the Employee shall provide full time services to the extent required by NEW VISION and shall not perform services for others directly or indirectly during such employment as Employee is performing for NEW VISION. Further, Employee shall not perform services for any other employer directly or indirectly while in the service of the Company.
- 1.4 The Employee shall not engage himself in any other employment or business, part time or full time, directly or indirectly simultaneously as long as the Employee is employed with NEW

Employee Initials RS Shinde



VISION or Engage himself directly or indirectly in any other business connected with dealings or activities of NEW VISION in any way. Any action to the contrary would render the services of the Employee liable for termination, notwithstanding anything contained in this Agreement.

## 2. REMUNERATION

- 2.1 The Cost to Company of the Employee is more particularly mentioned in Annexure 1.
- 2.2 Leave: - Employee is entitled for the leaves as per the Leave Policy of NEW VISION.
- 2.3 The Employee shall be solely liable for the payment of all taxes, duties, levies, etc., whatever name called, as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and in force from time to time in relation to the employment rendered pursuant to this Agreement.

## 3. PERQUISITES AND HOLIDAYS

- 3.1 The Employee shall be entitled to other benefits and leave as per the policy of NEW VISION, from time to time.

## 4. REPRESENTATIONS AND WARRANTIES

- 4.1 The Employee warrants that all information provided by the Employee (including, but not limited to resume, education, interview, and references) in consideration for employment by NEW VISION or during the course of assignment to a CLIENT is true to the best of Employee's knowledge. The Employee understands that any misstatements or lack of candor by Employee concerning Employee's qualifications or availability to any CLIENT may result in his/her immediate discharge by NEW VISION and may subject Employee to damages for any harm caused to NEW VISION including loss of the cost incurred by NEW VISION as stated in this agreement. The Employee by virtue of this Agreement authorizes NEW VISION to verify all such information provided by Employee to NEW VISION.

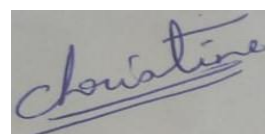
## 5. COSTS & EXPENSES

- 5.1 Employee recognizes and accepts that NEW VISION would be expending substantial sums of money and incurring substantial costs, expenses, man hours in the process of selection, appointment and in imparting formal training to the Employee. The Employee has been explained about the costs incurred and/or likely to be incurred upon the Employee by NEW VISION and the Employee acknowledges the same.
- 5.2 Employee recognizes and accepts that NEW VISION would be put to substantial financial loss, inconvenience, loss of resources, man hours, etc., in event of Employee leaving NEW VISION prior to serving and completing at least three (03) months advance written notice to NEW VISION and consequently, the Employee can terminate this agreement only after serving and completing three (03) months advance written notice to NEW VISION..

## 6. PROPRIETARY RIGHTS

- 6.1 The Employee acknowledges that confidential; financial/proprietary and trade secret information and materials regarding NEW VISION and its Clients may be disclosed to Employee solely for

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the purpose of assisting Employee in performing Employee's duties under this Agreement. Such information and materials are and remain the property of NEW VISION and its Clients. The Employee agrees not to use for Employee's own benefit or directly or indirectly for the benefit of any other person except as specifically authorized in writing as is required under provision of any law.

## 7. **NON-SOLICITATION**

- 7.1 The Employee agrees that, for the term of Employee's employment and for a period of twenty four (24) months following the termination/cessation of Employee's employment for any reason, the Employee shall not, directly or indirectly, as an employee, consultant, contractor, principal, agent, or owner, corporate officer, director, shareholder, member, investor on Employee's own behalf or on the behalf of another person or entity: (i) induce or attempt to induce any person employed by NEW VISION to leave their employment with NEW VISION ; (ii) hire or employ, or attempt to hire or employ, any person employed by NEW VISION ; or (iii) assist any other person or entity in the hiring or attempt to hiring any person employed by NEW VISION. Whether any violations of these conditions are committed by the Employee or not, will be decided by NEW VISION and shall be acceptable to the Employee.

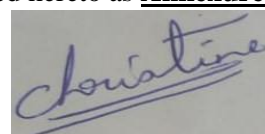
## 8. **NON-COMPETITION**

- 8.1 The Employee agrees that, for the term of Employee's employment and for a period of twenty-four (24) months following the termination/cessation of Employee's employment for any reason the Employee shall not, directly or indirectly, work as an independent consultant, employee, partner, director and/or on any other basis for any of the CLIENT (including its affiliates, subsidiaries, associates and other group companies).
- 8.2 The Employee acknowledges and agrees after full discussion that the above restriction is reasonable as to duration and territory, that it is fully enforceable, and waives any objection thereto and covenants to institute no suit or proceeding or otherwise advance any position or contention to the contrary.

## 9. **CONFIDENTIALITY AND DATA PROTECTION**

- 9.1 The Employee acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed, including all documents, data, papers, statements, any business/customer or CLIENT's information, trade secrets and processes of NEW VISION relating to its business practices, in connection with the performance of Services under this Agreement or otherwise, is deemed by NEW VISION and shall be considered at all times to be confidential and proprietary information ("*Confidential Information*").
- 9.2 Employee represents and warrants that his/her collection, access, use, storage, disposal and disclosure of NEW VISION's or CLIENT's Data does and will continue to comply with all applicable privacy and data protection laws, NEW VISION's privacy and data protection and security policies and procedures, NEW VISION's specific instructions, as well as all other applicable regulations and directives. The Employee acknowledges that he/she has understood and is aware of these policies, regulations and directives and agrees to comply with such policies, regulations and directives, as amended or modified from time to time. The existing privacy policy and data protection and control policies are annexed hereto as **Annexure 2**.

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- 9.3 The Employee shall ensure that Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by NEW VISION. The Confidential Information will be safeguarded by the Employee and the Employee will take all necessary action to protect Confidential Information against misuse, loss, destruction, alterations or deletions thereof. The Employee acknowledges and understands that NEW VISION is entitled to take all appropriate steps including filing of suit for damages for a sum equal to the loss suffered by NEW VISION as a consequence of the breach, including loss of business opportunity, costs of business interruption, charges, expenses, damages or loss which may be incurred or suffered by NEW VISION (including reasonable attorneys' costs) from the Employee.
- 9.4 Employee acknowledges and undertakes that security breach committed by him/her could irreparably damage to NEW VISION in such a way that NEW VISION could not be adequately compensated in damages in an action at law, and that the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of the provisions of this Agreement by the Employee, may be more appropriate remedies.
- 9.5 **"Security Breach"** means (i) any accidental, unauthorized or unlawful destruction, loss, alteration or disclosure of, or access to Data; (ii) any act or omission that compromises either the security, confidentiality or integrity of personal information or the physical, technical, administrative or organizational safeguards put in place by NEW VISION or by its CLIENTS, that relate to the protection of the security, confidentiality or integrity of Data; or (iii) receipt of a complaint in relation to the privacy practices or a breach or alleged breach of this Agreement relating to such privacy practices.

## 10. INDEMNITY

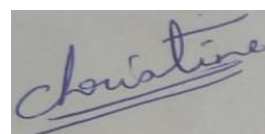
- 10.1 The Employee does hereby indemnify and agree to keep indemnified NEW VISION from time to time and at all times hereafter against all claims, costs, losses and expenses that may be incurred by NEW VISION by reasons of any gross negligence, willful breach of the terms and conditions of the Agreement or fraud on the part of Employee in respect of the services and/or the said securities and/or any of the terms herein.

## 11. TERMINATION

- 11.1 The employee agrees that he/she shall not be entitled to terminate this agreement prior to serving and completing at least three (03) months prior written notice to NEW VISION. Likewise, New Vision shall give three (03) months' notices, if in the reasonable opinion of NEW VISION, performance of any of Services, duties and responsibilities by Employee is not satisfactory. However, the Employee agrees and acknowledges that NEW VISION may by giving notice of seven (07) days in writing to the Employee, terminate this agreement, in case he Employee has committed wilful breach, omission, gross negligence or fraud.

- 11.2 In the event, this Agreement is terminated for any reasons, the Employee shall forthwith hand-over to NEW VISION confidential information, correspondence, memoranda, notes, records,

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drawings, sketches, plans, customer or client's lists, product compositions, and other documents and all copies thereof, made, composed or received by the Employee, solely or jointly with others, that are in the Employee's possession, custody, or control at termination and that are related in any manner to the past, present, or anticipated business or any member of NEW VISION . In this regard, the Employee hereby grants and conveys to NEW VISION all intellectual and proprietary right, title and interest, including without limitation, the right to possess, print, copy, and sell or otherwise dispose of, in and to any processes, inventions, development, reports, records, papers, summaries, photographs, drawings or other documents, and writings, and copies, abstracts or summaries thereof, that may be prepared by the Employee or under her direction control or possession during the course of her employment.

## 12 ARBITRATION

12.2 Any disputes, question, controversy or claim arising out of or in relation to this agreement shall be settled by Arbitration by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The sole arbitrator shall be appointed/nominated by NEW VISION and in the event of death, refusal, neglect, inability or incapability of the person so appointed, NEW VISION may appoint a new Arbitrator and the Employee shall not take any objection in regard to the appointment of the Arbitrator. The Arbitrator's award shall be final and binding. The venue of Arbitration shall be at Bhopal. The arbitration shall be conducted in English.

## 13 NOTICE

13.2 Any notice or other communications required or permitted to be given under this Agreement shall be sufficient if it is sent by registered post and/or by email to the Employee or to NEW VISION at their addresses below or their last known address.

If to the Employee:

**Ms. Rupali Balasaheb Shinde**

Address: ["Shobha Villa", Main Road Shirur Kasar, Shivajinagar, Tal.-Shirur Kasar, Dist.-Beed-413249, Maharashtra]

Contact details: [8329741330]

Email id: [rupali.shinde@newvisionsoftware.io]

If to NEW VISION:

**NEW VISION SOFTCOM & CONSULTANCY PVT. LTD.**

IT Plaza, E-8, Gulmohar, BHOPAL

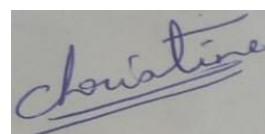
Email id: [hr@newvisionsoftware.in]

## 14 WAIVER /FORBEARANCE

14.2 No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist on strict' performance of any conditions, promise, agreement or understanding contained in this Agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement or understanding at any future time

## 15 SEVERABILITY

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15.2 Each provision of this Agreement and other agreement, if any, shall be considered severable such that if any provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, the same shall not affect any other provision of this Agreement or any other Agreement. If any provision of this Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or enforceability shall not affect the remaining provisions hereof or other agreements, which shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.

## **16 SURVIVAL OF PROVISIONS**

16.2 The terms and provisions of this Agreement that by their nature and content are intended to survive termination and consequently the clauses shall survive the completion and/or termination of this Agreement.

## **17 RIGHTS AND REMEDIES**

17.2 All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently. In the event the Employee breaches any of the covenants contained herein, or attempts to breach such covenants so as to require legal action by NEW VISION, NEW VISION shall be entitled to its remedies at law and in equity, including but not limited to compensatory and punitive damages, attorney's fees and expenses of litigation incurred by NEW VISION in bringing an action to enforce the terms of this Agreement.

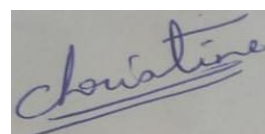
17.3 The Employee further agrees and acknowledges that monetary damages would be an inadequate remedy for certain breaches regarding Exclusivity, Non-Competition, Trade Secret/ Financial and Confidential Information and Data Protection, Inventions and Employment Representations respectively because damages for such breaches are not susceptible to exact measurement in monetary terms and that NEW VISION would be irreparably harmed by such breach and hence NEW VISION shall be entitled to restraining orders, injunctions and permanent injunctions to prohibit such breaches.

17.4 The Employee also agrees to properly account for all earnings, profits and other benefits arising to the Employee from breach of the Agreement and agrees to pay all costs, damages and legal expenses incurred by NEW VISION in enforcing this Agreement, which rights shall be cumulative. Nothing contained in this clause shall limit the remedies NEW VISION has at law or equity for breaches by the Employee of any of the clauses mentioned in this clause or of any other provision of this Agreement. These remedies may at the option of NEW VISION be exercised either separately or along with any other remedies already contained in the Agreement and exclusive of the agreed and accepted quantum of indemnity undertaken by the Employee.

## **18 OVERRIDING EFFECT**

18.2 This Agreement and any other documents attached hereto or referred to herein, are in addition and supplemental to the letter of offer / appointment and shall supersede the documents, writing, etc. entered into by the Employee with NEW VISION in respect of Employment terms and conditions. In the event of any conflict between the terms, conditions and provisions of this Agreement and letter of offer/ appointment and / or any other Agreement(s) or documents, writings, etc. entered into between the parties hereto, then in such event, the terms, conditions and provisions of this Agreement shall prevail.

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19 GOVERNING LAW AND JURISDICTION

19.2 This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Bhopal only.

20 ACCEPTANCE

20.2 Employee represents that Employee has read and understood the terms of this agreement, has had an opportunity to ask questions and to review this agreement with legal counsel of Employee’s choice, and is voluntarily signed this Agreement. For purposes hereof “signed” shall mean and include a physical signature, and Adobe PDF enabled, or DocuSign enabled, electronic signature and/or other forms of electronic signature.


20.3 This Agreement may be signed and executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

21 HEADINGS

21.2 The headings used in this Agreement are only for the sake of the convenience and they shall not be construed to define or express the intention of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument on the day and year first above written.

SIGNED & DELIVERED  
BY EMPLOYEE


  
Ms. Rupali Balasaheb Shinde

SIGNED, SEALED & DELIVERED BY  
NEW VISION SOFTCOM &  
CONSULTANCY PVT.LTD. LTD.

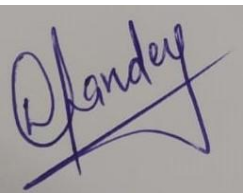
Mrs. Christine Lawrence  
Authorised Signatory




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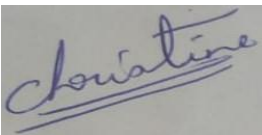
  
Mr. \_\_\_\_\_

IN THE PRESENCE OF:



Ms. Divyashree Pandey

Employee Initials 



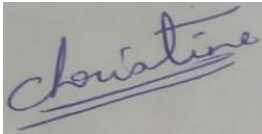
**ANNEXURE-1**

**COST TO COMPANY**

	Yearly	Monthly
<b>Total CTC</b>	<b>700000</b>	<b>58333</b>
<b>Fixed Salary</b>	<b>650000</b>	<b>54167</b>
<b>Variable</b>	<b>25000</b>	<b>2083</b>
<b>Joining Bonus</b>	<b>25000</b>	<b>2083</b>
<b>Total Salary Fixed Amount</b>	650000	54167
<b>Part - A</b>	Annual	Monthly
Basic Salary	260000	21667
HRA	104000	8667
Special Allowance	246450	20538
<b>Total of Part A</b>	<b>610450</b>	<b>50871</b>
<b>Part-B (Other Contributions)</b>		
PF Contribution Employer	21600	1800
Gratuity	12500	1042
<b>Total of Part B</b>	<b>34100</b>	<b>2842</b>
<b>Total Salary (Part A + Part B)</b>	<b>644550</b>	<b>53713</b>
<b>Part-C</b>		
Less : PF Contribution Employee	21600	1800
Less : PF Contribution Employer	21600	1800
Less : Gratuity	12500	1042
<b>Total of Part C</b>	<b>55700</b>	<b>4642</b>
<b>Net Salary Take home Before Tax</b>	<b>588850</b>	<b>49071</b>
<b>Part D ( Other Benefits )</b>		
Employee Family Health Insurance	5000	417
Employee Personal Accident Insurance	450	38
<b>Total of Part D</b>	<b>5450</b>	<b>454</b>
<b>Variable</b>	25000	2083
<b>Joining Bonus</b>	25000	2083
<b>Total CTC</b>	<b>700000</b>	<b>58333</b>

Other terms and conditions:

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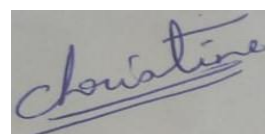


## ANNEXURE 2

### New Vision's policies with respect to privacy practices, data protection and security control

- All access to CLIENT or NEW VISION systems, networks, or data is accomplished via prescribed authentication (username password and RSA Token if applicable).
- UserName and Password is not shared with anyone except the owner of the credentials
- CLIENT or NEWVISION Documents, Code, Data or any IP should not be moved to any network, storage device, email / messaging systems, internet repositories or any form or storage or communication outside of NEWVISION or CLIENT networks.
- If wireless network access is used, it must be protected with WPA2 encryption or higher.
- Access of CLIENT and NEW VISION systems is taken place only from NewVision provided equipment (no BYOD).
- Access to Anthem applications is via remote desktop technology approved by Anthem Information Security
- Physical access to workstations and laptops is restricted only to authorized personnel and be used for authorized purposes only.
- Workstations and laptops are secured by either screen lock or logout prior to stepping away from the workstation or laptop. All applications that are running must be exited and open documents must be closed when not in use.
- Workstations and laptop hard drives must be encrypted using strong encryption methods.
- Laptops and mobile devices containing sensitive information must be secured by using cable locks or by locking them in drawers or cabinets.
- Any physical loss of laptops and mobiles has to be reported immediately to NEW VISION.
- A password-protected screen saver with a 10-minute timeout period must be implemented to ensure that workstations left unsecured will be protected.
- All sensitive information, including PII or PHI or other personally identifiable information, must be stored on network servers and not on workstations or laptops.
- Workstations and laptops must be kept updated with the latest operating system security updates and protected by anti-malware software

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A handwritten signature in blue ink, appearing to read "Christine", written over a horizontal line.