

# **Gems Essence Infotech Pvt. Ltd.**

## **AGREEMENT**

I deponent here by taking oath and state as under:-

**Employee Name** :  
**Father's Name** :  
**Age** :  
**Occupation** :  
**Address** :

1. I'm an educated & fresher. I am applying to the Gems Essence Infotech Pvt. Ltd., R/O First Floor, 2570, Near Raja Harish Chandra Marg, Sector E, Sudama Nagar, Indore, Madhya Pradesh 452012 which deals in Software Development.
2. I agree to join Gems Essence on joining date as mentioned in my offer letter. If I'll not join the company then me or my guardian will be responsible to pay the amount as per the company's loss.
3. I completely agree with the contract of 2.5 years with Gems Essence Infotech Pvt. Ltd from the date of joining.
4. After reading the contents under table to abide by the terms & conditions laid down by the Company with regard to the importing of education and training.
5. In connection with your employment and during the term of your employment, all software developed or conceived by you solely or jointly with others shall be an exclusive property of the company (Gems Essence). You are not allowed to use it for any personal benefit.
6. I'll not use the company's properties or any other confidential information that is shared with me or got from somewhere for my personal use or benefits and not transfer the same to any other person without information or without permission from the company.
7. I'll not do work directly or indirectly with any Client / former Client of the Gems Essence while working with gems essence & also the next 2.5 years whenever I leave the company. Also I will not be in direct contact with the client. If the client approaches me then I'll not accept his offer until the company allows me.

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8. I'll not use the company's project-code after leaving the company. If the company finds that I'm using the company's project-code after leaving the company then the company has the right to take the amount of the project which is charged by the client. & I'll be liable to pay that.
9. Whenever I leave the company I'll inform them beforehand and will complete my 60 working days notice period. If I failed to inform or not serve my notice period then me or my guardian will be responsible to pay the amount which is mentioned in the offer letter.
10. I agree to serve my notice period and agreement period separately. It will not start in my agreement period.
11. If in case I break my 2.5 years agreement then me and my guardian will be responsible to pay the Rs. 2,00,000/- to the company which is mentioned in my offer letter.
12. In case I breach the terms and conditions which are mentioned in my offer letter and company policies then I or my guardian will be responsible to pay the amount as per the company's loss.
13. I agree to return all the assets of the company which are assigned to me. If I fail to return I'll pay double of the cost of the assets.
14. I gave my consent to the terms and conditions of the company and I signed the offer letter and this agreement is being submitted in this regard.

Deponent

## **VERIFICATION**

I deponent solemnly declare that the contents of the agreement in points 1 to 14 are true, nothing is wrong.

Date.....

Deponent