

SERVICE AGREEMENT BOND

This Service Agreement Bond is made and executed at Kanpur on this _____ day of _____, 2020 (hereinafter referred to as “**Bond**”) between **ZAIRO INTERNATIONAL P. LTD.** (CIN: U93090UP2017PTC089137), a company incorporated under the Companies Act, 1956 and having its registered office at 282, Second Floor, Near Thaggu K Laddu, Express Road, Kanpur-208012, India (hereinafter referred to as the “**Company**”, which expression shall be deemed to include their executors, successors and permitted assigns) of the first part.

AND

Mr. _____, S/o _____, R/o _____, (hereinafter called the “**Employee**” which expression shall be deemed to include their executors, heirs and administrators) of the second part

AND

WHEREAS the Company is in the business of, *inter alia*,.

AND WHEREAS the Employee can boost his performance and productivity by learning new skills and enhancing his current skills which can be acquired mainly through special training and / or on the job training (“**Training**”) during service with the Company including probation period.

AND WHEREAS this Training also substantially improves the professional standing of Employee and it will be borne by Company at considerable expenditure as an investment, and thus Company expects a commitment (elaborated below) from employee and wants to safeguard its rights to recover its expenditure or seek a penalty for non-fulfilment of the same.

IT IS NOW HEREBY AGREED BY AND BETWEEN THE PARTIES AND WITNESS AS FOLLOWS:

A. APPOINTMENT

1. You are being appointed as _____ with effect from _____ and shall be considered an ‘Employee’ of the Company.

B. WORK LOCATION

2. Your initial place of posting will be at _____, India. However, you may be transferred, deputed, assigned or seconded on temporary or permanent basis in India or outside India as and when required to serve any office or location of the Company, its subsidiaries, associates, affiliates or any of the group companies, whether existing or acquired later, at the sole discretion of the Company. The transfer will not deem to constitute a change in conditions of your service and you will, to the extent possible, be treated in the same or equivalent management grade as applicable to that particular organization. In such case, your services will also be governed by the policies of that location. You may be required to travel on Company work and your expenses for same will be reimbursed as per the Company policy for the same prevailing at that time.

3. Please note that your reporting is subject to change at any time at the sole discretion of the company.

C. PERFORMANCE OF DUTIES & RESPONSIBILITIES

4. The company expects you to work with high standard of initiative, efficiency and economy. You shall, at all times, be required to carry out the duties and responsibilities assigned to you by the Company, faithfully and diligently and in compliance with the established policies and procedures, endeavouring to the best of your ability to protect and promote the interest of the Company.
5. You will be assigned with all the duties and responsibilities of the offered position and such other duties, directions, instructions on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
6. You shall strictly follow, comply and be bound by the Company's '**Code of Conduct**', '**HR Manual & Policies**' and all other internal policies, guidelines, rules, regulations, orders and instructions which are in place or may be introduced or amended by the Company from time to time. Acceptance of this letter carries with it your express agreement to abide by all such rules, regulations, orders, etc. Additionally, you will be governed by the rules and regulations of the client site where you may be required to work.
7. You would be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff/employees working under you and/or in the department/office/establishment under your charge.
8. You shall always be under obligation to be in full compliance of all statutory laws & regulations for and on behalf of the company as may be so expected or desired including the Cyber, IPR & other laws so as to not to in any manner prejudice the rights and interests of the Company.
9. As and when directed by the Company, you undertake to sign and execute separate agreement of Indemnity, Non-Disclosure, Non-Solicitation, Non-Compete and other agreements, which the Company may deem fit and proper to safeguard its interests and which shall form part and parcel of terms and conditions of your employment.
10. You shall use the office of the Company only for rendering such services for which you have been appointed.
11. You shall not seek membership of any local or public bodies without obtaining written permission from the Company.
12. Your performance will be evaluated according to your efficiency, punctuality, conduct, maintenance of discipline and in accordance with the policy of the Company. You may also be required to submit periodic reports in formats specified by the Company.

13. Your reporting is subject to change at any time at the sole discretion of the Company.

D. COMPENSATION

14. As compensation for services to be rendered by you to the Company, you shall be paid a remuneration of Rs._____. Any additional bonus payable will be at the discretion of the Company. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration pursuant to your employment hereunder. You are expected to keep your salary related information strictly confidential and not to share with anyone. The Company is entitled to deduct from your remuneration, income tax, other taxes and levies as required under the applicable provisions and/or law for the time being in force or as amended from time to time.

E. HOURS OF WORK

15. You are required to comply with the Company's standard business hours which are at present from 10:00 hrs ISD to 18:30 hrs ISD, but, are subject to change at the sole discretion of the Company. You are expected to follow standard office timing without fail and devote complete office hours productively. Remunerations and payments shall be based on actual work time calculations. If you are found to be turning to office late than office timing, it shall be considered as Half Day and matter shall be escalated to management.

F. LEAVE ENTITLEMENT

16. During your employment, you will be entitled to certain paid leaves as per the company policy from time to time which shall be calculated and available for you on a monthly basis, commencing from 1st January each year. Additionally, there will be certain public holidays per year as determined by the Company and the list of the same will be shared by HR every year.
17. You will abide by the Leave policy of the Company. You shall not absent from the duty without taking prior approval from the competent person. In the event of remaining absent or overstaying your leave without valid reasons and prior sanction from the appropriate authorities for 07 (seven) days continuously and/or habitual absenteeism, your appointment shall be liable to be terminated at the sole discretion of the Company.

G. PROBATION

18. You will be on probation for a period of 06 (six) months from the date of your joining, which may be extended or reduced at the sole discretion of the Management based on your performance. You shall not deem to be confirmed unless you are confirmed in writing by the Management.

H. TRAINING

19. The Company may provide you certain training(s) from time to time in India or abroad at the expense of the Company. You shall report back to the Company at the place of posting where the Company post you after completion of such training and further undertake to serve the Company for minimum period of 02

(two) years after completion of such training. In case you leave the job or are removed from job during the period of these 02 (two) years, you undertake to reimburse to the Company the amount spent by Company on such training. Company may call upon you to sign a separate agreement for indemnifying the Company of the amount spent by Company on such training and/or to provide a surety to the satisfaction of Company to ensure payment of such amount. As and when such agreement is signed by you, the same would become part and parcel of this letter and employment conditions.

I. CONFIDENTIALITY

20. You acknowledge and agree that all Confidential Information is special, valuable, unique asset of the Company and is the exclusive property of the Company and you will take all necessary steps to protect the confidential information. You shall not, during the continuance of your employment or any time thereafter, use, divulge or disclose directly, indirectly or by word of mouth or otherwise, except as required under applicable laws, any information or knowledge obtained by you during your employment, as to the any person, entity, business or affairs of the Company, its method, trade secrets, manufacturing process, technical know-how, financial records, commercial plans, business plans, group companies, associates, partners, vendors and or organizational matters of the Company whether confidential, secrets or otherwise and to keep in strict confidence and trust, all of such Confidential Information. Disclosure of such nature to a third party shall be treated as an act of gross in-discipline and in such a case Management reserves the right to terminate your services without any notice, forfeit your benefits to the extent of loss and / or initiate appropriate legal proceedings against you.
21. You are not allowed to bring any electronic /digital media to the office premises as Pen Drive, Hard Drive, Disc, DVD, CD or any copying material, Camera, Camera Mobiles, Mobile Phone or any other electronic item.
22. In case, the Company has a reason to believe or apprehends that any Confidential Information has been shared by you or intended to be shared in future, or Company apprehends that any sensitive or business information is deleted or may be deleted by you, which may impact the Company adversely, in that case the Company reserves its right to seize your Laptop/Desktop or any other device including your mobile, which you shall not object.
23. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background and professional merit. This information and any changes made therein should be treated as personal and confidential.
24. You agree that you will, at the discretion of the Company, do all such things and sign and execute all such documents and deeds as may be required to perfect, protect or enforce any of the rights of the Company under this clause.
25. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

26. **"Confidential Information"** shall mean and include any and all confidential, proprietary, secret or otherwise non-public information (including information regarding personal salary and compensation matters and any other information conceived or developed by you) that is applicable or in any way related to (i) the past, present or future business of the Company or associated company or customers, (ii) the software products, intellectual property and/or the content, research and development of the Company, or (iii) the business of any client, customer or vendor of the Company. Such Confidential Information includes, by way of example and without limitation, trade secrets, processes, formulas, data, program documentation, algorithms, source codes, object codes, know-how, content, Improvements, inventions, techniques, all plans or strategies for marketing, development and pricing, and all information concerning existing or potential clients or vendors. Confidential Information also includes all similar information disclosed to the Company by any other person or party or entity.

J. INTELLECTUAL PROPERTY RIGHTS

27. Information pertaining to the Company's intellectual property is confidential and you are required to protect the Intellectual property of the Company and not share any information, material or document that belongs to the Company. Any deviation from this would be reported and legal actions may be taken as per policies of the Company.
28. You agree to disclose to Company forthwith any discovery, invention, process or improvement conceived, created, produced, made, developed or discovered by you during your employment with Company, whether or not patentable or copyrightable, either solely or jointly with others, and the same shall be sole and absolute property of the Company.
29. You agree to assist the Company in every proper way to obtain and enforce all such patents, trademarks, copyrights, mask work rights, trade secret rights and other legal protections for the 'Company's Works in any and all countries. You agree to execute all necessary document(s) at the Company's expense and provide all reasonable assistance as may be required by the Company to vest all such rights in the Company and in obtaining, maintaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections in any and all countries so that all benefits thereof shall accrue in Company's favour or in favour of such other person(s), firms or companies, as the Company may direct as the sole beneficiary thereof.
30. You agree to irrevocably and unconditionally transfer/assign to the Company and waive all rights granted by the Copyright Act, 1957 (as may be amended) that vest in you in connection with your authorship of any Works and all worldwide patents, patent applications, copyrights, mask works, trade secrets, other intellectual property rights, including all "Moral Rights" (as defined below) in any Works wherever in the world enforceable, including (without limitation) the right to be identified as the author of any such Works and the right not to have such Works subjected to derogatory treatment.
31. Your obligations under this clause will continue beyond the termination of your

employment with the Company. You hereby appoint anyone of the members of the Board of Directors of the Company as your attorney-in-fact to execute documents on your behalf for this purpose.

32. **"Moral Rights"** mean any rights to claim authorship of the Works to object to or prevent the modification of any Works or to withdraw from circulation or control the publication or distribution of any Works and any similar right existing under judicial or statutory law of any country in the world or under any treaty regardless of whether or not such right is denominated or generally referred to as a "moral right".
33. **"Works"** means all ideas, written or graphic works, copyrights, trademarks, patents, inventions, products, methods, discoveries, developments, designs, processes, formulae, specifications, programmes, improvements and technical or business innovations or other works.

K. SAFE KEEPING OF COMPANY PROPERTY

34. You will be responsible for the proper care of company's properties which are under your possession, use, custody or charge and should return all such properties in good condition upon cessation of your services. The company will have right to assess on its own and recover for any damages / loss for any such properties found under your possession and to take appropriate action as it deems fit in the event of your failure to account for such material or property to company's satisfaction and to further withhold any amount(s) due towards you including but not limited to salary, F&F etc. till the final settlement/recovery of all claims from you.

L. NON-COMPETE AND NON-SOLICITATION

35. Your employment is contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer) and you undertake and indemnify the Company against any harm or losses which the Company may suffer due to any such previous restriction(s), if any.
36. You agree that you will not, without express prior written consent from the Board of Directors of the Company to the contrary, directly or indirectly, during the term of employment with the Company and for a period of 02 (two) years ("Restricted Period") after cessation of your employment:
- carry on, or participate, make substantial investments or be connected in any material manner (whether as a partner, promoter, principal, agent, director, affiliate, manager, controller or consultant) in any business and/or activity which is the same as, or similar to, the business of the Company other than through the Company;
 - solicit, influence or attempt to influence any client, existing or prospective customer(s) or other persons to direct the purchase of products and/or services similar to that of the Company to yourself or any other person in competition with the business of the Company;
 - solicit or attempt to influence any other employee employed or engaged by the Company;
 - engage in any activity that conflicts with your obligations in terms of this

letter.

37. You further agree that in case of any violations of this term, the Company would be authorized to initiate appropriate proceedings against you and to claim damages for the same, as determined by the Company exclusively.

M. DISCIPLINARY AND GRIEVANCE

38. You confirm that all the testimonials made and information provided by you are correct and you are free from any contractual restrictions preventing you from accepting this offer or starting work with the Company immediately on acceptance of offer of employment and there is no impediment upon you from joining the Company as full time employee.
39. You have been engaged on the presumption that the particulars furnished by you in your application are correct and your appointment is contingent upon satisfactory reference and background checks including verification of your application materials, education and employment history. However, if at any time it should emerge that the particulars including personal details furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed, this appointment will be considered ineffective and irregular and would be revoked automatically and your services shall be terminated by the management forthwith without notice, payment in lieu thereof or any claim for compensation or damages. This will be without prejudice to the rights of the Company to take disciplinary and other appropriate action against you for the same.
40. In case you have been investigated or convicted for any criminal or illegal activities in the past, or there are any legal cases outstanding against you, you must make full disclosure of that to the management prior to your appointment. In case, it is found that you suppressed or concealed any criminal proceedings against you, prior to or during your employment, your services are liable to be terminated effective immediately.
41. If you have any grievance relating to your employment you should in the first instance refer the matter to your line supervisor, or any officer holding supervisory authority [or the HR Department].

N. MEDICAL FITNESS

42. Your appointment and continuation of your employment is subject to your being and remaining medically fit. The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue the job, the Company may terminate your employment.

O. ADDRESS

43. The address given by you and as reproduced above is the last known address in Company record. It is your responsibility to intimate any change in your address within 07 (seven) days in case of change of your address and ensure that the record is properly amended; otherwise any correspondence on this address will

be deemed to be served upon you. Incorrect address or employment related information provided by you will be deemed as serious misconduct, which is liable for suitable disciplinary action including the termination of services.

P. OTHER JOB

44. You shall disclose on your own behalf and, if married, on your Spouse's behalf, full details of any external directorships held and any personal business interests including proprietorships, partnerships, shareholdings and trusteeships, and involvement in other positions external to the Company and your employment in the Company is subject to acceptance by the Company of those external interests of you or your spouse.
45. During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business. You must not directly or indirectly engage yourself or undertake any business, occupation, employment, assignment whatsoever, whether for honorary or for any kind of remuneration, whether as a principal, agent or otherwise, whilst in the employment of the Company which could reasonably be considered to conflict with the interest of the Company or of your ability to discharge your duty without first having consulted the Company and obtained prior written permission. Contradiction to this will lead to the discontinuation of your services without any notice or any compensation in lieu of such notice.

Q. COMMERCIAL DISCIPLINE

46. You will not indulge yourself into any verbal commitments or dealings on behalf of the Company, which may cause commercial losses to Company or adverse impact on profitability of the company or for which you have no authority. You shall also not enter into any commitments with respect to alteration of any approved price policy of the Company without obtaining prior sanction from the appropriate superior authority. All the business transactions have to be dealt only in writing as per official approvals received from your superiors. In case of any violation of this clause, all damages due to your act or non-act, will be recovered from you by the Company.
47. You shall immediately make full and true disclosure in writing to the Company of any direct or indirect interest or benefit you have derived or likely to derive through or in connection with any contractual agreements, dealings, transactions or affairs of the Company.

R. INDEMNITY

48. Without prejudice to any other right available to the Company in law or under equity, you shall be liable to compensate and indemnify, defend and hold harmless the Company, its directors, officers and employees, from and against any and all losses, liabilities, damages, deficiencies demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) based upon, arising out of, or in relation to or otherwise in respect of (i) any breach of, any covenant or agreement by you contained herein, or any document or other papers delivered by you in connection with or pursuant to the terms and

conditions mentioned herein, (ii) any inaccuracy in any documents submitted by you to the Company (iii) any breach in respect of any matter arising out of carrying out the duties assigned to you resulting in any successful claim by any third party.

S. SEPARATION

49. **During probation:** You may leave your services by giving **30 (thirty) days' notice** in writing, or payment of equivalent salary in lieu thereof.
50. **After confirmation:** You may leave or the Company may terminate your services by giving **30 (thirty) days' notice** in writing, or payment of equivalent salary in lieu thereof.
51. The Company can also terminate your employment without incurring any liability or without serving any notice to you in the following circumstances:-
 - i. repeated or continuous failure, neglect, or refusal to perform specified duties;
 - ii. engaging yourself in wilful, reckless or grossly negligent conduct which is detrimental to the interest of the company or any of its affiliates, monetarily or otherwise;
 - iii. indulgence in moral turpitude, criminal acts, misconduct, insubordination, non-performance, dishonesty, fraud, misfeasance, breach of trust or wrongful disclosure of any secret or confidential information about the company;
 - iv. soliciting or engaging any contractors, vendors, clients or other persons associated with the company, directly or indirectly, which was performing services for the company;
 - v. misappropriating or causing damage to any property of the Company or customer;
 - vi. tampering with or unauthorized use of Company's computer hardware or software;
 - vii. divulging or disclosing, either directly or indirectly, any of the Confidential Information either by way of transfer, sale, theft, misappropriation, publication, misuse or wrongful or unauthorized use of the Confidential Information or otherwise;
 - viii. violating the Company policies, Code of Conduct or any applicable statutory and regulatory policies, enactment, rules or regulations; and
 - ix. Loss of confidence (Management has a reason to believe that continuation of your employment may hamper the goodwill/reputation of the company or the company may suffer any financial or other losses or company has lost its confidence/trust upon you).
52. If you are traveling on official assignments or outside India on a Company Visa, you shall not be allowed to resign from your services unless you report back to your place of posting. Any such resignation, if given, shall not be treated valid and you shall continue to be in employment with the company on leave without pay. Company shall not be responsible for any legal or other issues arising from any of your acts thereafter.
53. Upon your separation from the company for any reason, you shall immediately return all properties/assets of the Company which were given to you by the

company e.g. Laptop, Desktop, data card, mobile handset, identity card, Access Card, Motor Vehicle, keys, credit card, passes, Letter of authority, email, passwords, software, data, files, books, records, correspondence, notebooks, notes, documents, material or other properties (including any copies thereof or data stored in electronic format), in your possession to the Administration department or any other person nominated by the Company. Further you are also required to return all confidential information including correspondence which you may have conducted in connection with the business of the Company or on its behalf, whether, this information or data is of commercial, technical or other nature regarding Company products and technologies, calculations, methods of operations, computerized systems and software's, R&D programs or any other information of confidential and or proprietary nature.

54. At the time of your leaving, you will also ensure that all your on-going activities **including all tasks are successfully completed, to the satisfaction of your reporting manager.**
55. Your final dues settlement (F&F) with the company will be subject to submission of a 'No-Dues' certificate from all departments concerned, completion of exit formalities of the company and submission of 'satisfactory-completion-and-handing-over-task' certificate from your Reporting Manager. Your F&F will be processed within 45 (forty-five) days of your satisfactory completion of all such requirements.
56. In-case if you are absconding or have resigned without notice & proper handover or without intimation to your immediate supervisor or HR, company holds right to take legal action in terms of lodging police complaint or holding back the dues.

T. GOVERNING LAW & ARBITRATION

57. This Appointment shall be governed by and construed in accordance with the Indian laws without conflict of law provisions and subject to the provisions of arbitration set out herein. You hereby submit to the exclusive jurisdiction of the Courts at Mumbai in relation to any disputes arising out of or in connection with this Appointment.
58. If any dispute arises between the Company and you in connection with your employment, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.
59. That in case you wish to refer any dispute to Arbitration you will intimate Company of your intent and within 15 (fifteen) days of receipt Company will appoint a sole arbitrator whose seat of the arbitration shall be Mumbai, India.
60. The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

U. SURVIVAL

61. Any provision or covenant of this letter, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of your employment, shall survive such expiration or termination.

V. SEVERABILITY

62. If any provision of this letter is found by a competent court or judicial body to be invalid, unenforceable or prohibited by law, the terms of this letter shall be considered divisible as to such provision and the remainder of this letter shall be valid, binding and of like effect as though such provision was not included herein. Any invalid or unenforceable provision of this letter shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

SIGNED

For and on behalf of **ZAIRO INTERNATIONAL P. LTD.** (Company)

Mr. _____ (designation)

SIGNED

By the above named Mr. _____ (Employee)

Witness 1:

Witness 2: