**Date: / /2020**

**Employee Training/ Probation Agreement**

This Agreement is deemed to have been executed by and

BETWEEN

**The All Hive Solution**, having its regular place of business at **Sector 44 Road, Sector 44, Gurugram, Haryana, India, 122004** (hereinafter referred to as “Proprietorship”);

AND

Mr./Miss./Mrs.……………………………………………….., [Employee Name] Designation **Full Stack Architecture Design** (hereinafter referred to as “**Employee**”) an Indian inhabitant residing at …………………………………………........., …………………………………………………………………………………………………......, …………………………………………………………………………………………………….., S/O [**Father Name**]…………………………..……………………………………, [current full address with pin code …………………………………………………………………………, ……………………………………………………………………………………………………, ……………………………………………………………………………………………………..,and having permanent address at [Permanent full] address with Pin code ………………, ……………………………………………………………………………………………………, …………………………………………………………………………………………………….., …………………………………………………………………………………………………., selected for Employee Training/ Probation

ON

The “Effective Date” ……………………….viz. the date on which the **Employee** commenced Employee Training/ Probation period with the ALL HIVE SOLUTION.

WHEREAS

You will initially involve in extensive on job training for Employee Training/ Probation in probation period for imparting the required level of skills, for effectively carrying out the responsibilities assigned to the on job Employee Training/ Probation. Selection of **Employee** with 0-2 years experience will be going through the 180 days Internship program and selection of  **Employee**  with 2+ years of experience will be under Probation for period of 6 Months or more ( depending on various aspects/ situations/factors/circumstances/performance/capabilities, etc., of trainee/ Employee or marketplace, etc. in probation period)

1. **Employee Training/ Probation period:-**
   1. The  **Employee**  undertakes to undergo the on Employee Training/ Probation, procedures, practices, methodologies, etc. as may be required and understand the job responsibilities, so that the same are carried out in an effective manner.
   2. The  **Employee** , as part of the consideration for the Employee Training/ Probation efforts and costs involved, agreed to sign an agreement for not leaving the services of the ALL HIVE SOLUTION for a minimum period of between **31 days to 180 days** from the date of his/her joining the services with the ALL HIVE SOLUTION. The  **Employee**  agrees to work with the ALL HIVE SOLUTION not less than 3 Years / 36 months, after completion of training probation period (this point is to be avoid “All HIVE SOLUTION” to become a training school).
   3. The  **Employee** Performance will be measured and analyzed upon the quality of work delivered and will be rewarded accordingly. Depending on the performance, your expected CTC of **INR 1,00,000/-**(for example), (Rupees In Words One Lakh only) per annum will be decided after negotiation between Employee and employer. The final CTC will be decided between 21st to 31stdays of joining. The final decision will be of ALL HIVE SOLUTION Management team with sole and absolute discretion on CTC salary package and other Benefits etc.
   4. If the  **Employee** performance/work/projects/assignments delivered is below industry standard levels he/she will not be entitled/rewarded/paid for any kind of payment of the 31to 180 days work done in probation period subject to decision of the ALL HIVE SOLUTION Management team with sole and absolute discretion. In this situation /circumstances probationer/ Employee further agrees/accepts/ gives full consent that he/she have no any right or equality to claim his employment, neither stipend/salary or any other benefits nor can file a FIR/any type of legal case under any jurisdiction of India or globally.
   5. On the **31st day** detailed salary structure will be decided after salary negotiation between each other. Once done salary will be cleared accordingly in a salary structure sheet.
   6. During the 31 to 180 days performance evaluation/analysis/scrutinizing training period,  **Employee** shall not be able to/ not at all, claim any rights for projects / assignments / tasks / documents / contents / resources/work etc., done since all the rights for Project/Work etc., remains under the sole discretion of the company . The Employee also will be abiding by the Non Disclosure and Confidentiality and Proprietary Information Agreements irrespective of accepting the salary package, other benefits Offer / offer Letter or not, after performance evaluation and salary negotiation. In this situation /circumstances if not accepting the offer letter or salary package and other Benefits, probationer/ Employee further agrees/accepts/gives full consent that he/she have no any right or equality to claim his employment neither stipend/salary or any other benefits nor can file a FIR/ any type of legal case in all respect/aspects from any part of India or globally .
   7. Employee Training/ Probation After giving full consent for/ accepting all the terms & conditions, policies& procedures, rules& regulations, Employee code of conduct of the Company means the ALL HIVE SOLUTION the Probation period will continue further from the **32ndto 180th**day, if the Employee Training/ Probation agrees to sign the further agreements/contracts (if given to you according to the requirements of your designation and job responsibilities as per the decision and requirement of the company means the ALL HIVE SOLUTION Management Team).
2. You will be entitled for the other benefits given by ALL HIVE SOLUTION & all from **91st day** onwards. If any breach of trust is reported the ALL HIVE SOLUTION can hold/withdraw/terminate your probation training with immediate effect without any notice of termination, the Employee Training/ Probation have no any right or equality for any kind of claim from the employer at any cost during the probation training period and no compensation will be given of any type or for any purpose, subject to decision of the ALL HIVE SOLUTION Management team with sole and absolute discretion.
3. If found suitable for the company means the ALL HIVE SOLUTION your job will be converted into permanent from 181st day only after the written approval letter from the ALL HIVE SOLUTION Management Team.
4. During the Employee trainee/probation Training Period, if found / observed that the  **Employee**  does not show / prove the expected performance or remains absent without prior information/permission or any misbehavior, advertently or inadvertently with superior or subordinates in regard to the Company means the ALL HIVE SOLUTION original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conduct etc., (Refer Employee Job ongoing Training and other policies), his service can be terminated with immediate effect and no supporting documents (e.g. Experience/Training Certificate etc.) shall be issued/provided of the given service period.
5. Employee Training/ Probation:- During the current on going scenario or any unpredictable circumstances or situations in near future (like Natural Calamities, New Pandemic, War etc.) will be provided during work from home.

i. To assess your suitability within the ALL HIVE SOLUTION and socio-demographic conditions, etc., your Employee Training/ Probation Training period would be extended due to any unpredictable circumstances or situations in near future (like Natural Calamities, New Pandemic, War's, etc.,. subject to decision of the ALL HIVE SOLUTION Management team with sole and absolute discretion).

ii. Considering any unpredictable circumstances or situations in near future (like Natural Calamities, any New Pandemic, War's, etc.,.) until the situation is normalize, the  **Employee** shall continue working from his/her home, once the office resumes you will be given a call or inform by the office.

**During which:**

1. If your Employee Training/ Probation period is within 2 months you will be serving the remaining Employee Training/ Probation period from office location.

2. If Employee Training/ Probation period is more than 2 months the Employee Training/ Probation period will be for 4 months or more from the day of reporting in office location, The ALL HIVE SOLUTION Management team have the sole and absolute discretion to further observe the performance and ensure that the said  **Employee**  has reported/respondent according to the company requirement.

iii. Upon successful completion of the Employee Training/ Probation Period you will be transited into a **permanent Employee**  position only after the written approval letter from the company means the ALL HIVE SOLUTION Management Team.

iv.  **Employee** will be responsible for his/her office requirements (like Laptop, Mobile, Internet connectivity, any types of software's or for there licenses, etc.,.)while working from home during any unpredictable circumstances or situations in near future (like Natural Calamities, any New Pandemic, War, etc.,.). Expenses for mobile usage and internet connectivity will be covered from 91stday (Expenses are paid as per your job designation, responsibilities and subject to your performance and many other factors which is the sole and absolute discretion and decision of the company means the All Hive Solution Management Team).

v. During the Employee Training/ Probation period, if **Employee**  remains absent without prior permission for more than 10 days from his/her services can be terminated with immediate effect without any intimation and all other original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conducts, etc., stays void including your salary expectation or any commitments done before. In case he/she return back after 10 days and the company will/does not agree to continue his/her employment, this situation / circumstances probationer / Employee agrees/accepts/give full consent that he/she have no any right or equality to claim his employment, neither salary or benefits nor can file a FIR/ any type of legal case in all respect/aspects from any part of India or globally.

vi. It is the responsibility of  **Employee**  to timely update and inform the superiors or there manager and concerned department of the ALL HIVE SOLUTION about his/her absence from duty or email at [**hr@allhivesolution.com**](mailto:hr@allhivesolution.com).

**B. Engagement of the Employee :**

* 1. Your responsibilities will be as per the Job description key responsibilities area (KRA), as mentioned during hiring process and your designation is merely indicative of the responsibilities and you may be required to carry out functions/responsibilities/perform/performance etc., which are not directly part of your job description designation.
  2. If your duties or salary package or other Benefits compensation gets changed during the course of your employment/probation with the ALL HIVE SOLUTION, the validity of our ALL types of contracts/agreements, original rules and regulations, terms and conditions, clauses, policies guidelines, code of conducts etc., will not be affected. In addition, if one or more of the provisions in our agreement are deemed void or changed by company, original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conduct etc., of the All Hive Solution or Government law, then the new or remaining provisions will continue in full force and effect.
  3. As per the requirements of your position, you may be expected to travel and the travelling expenses shall be reimbursed as per the ALL HIVE SOLUTION original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conduct etc., subject to designation and eligibility criteria defined by the company means the ALL HIVE SOLUTION..
  4. Within the Employee training/probation period, the ALL HIVE SOLUTION has full right to transfer, suspend or terminate the training of the  **Employee** in case if he/she breaches any of the above provisions and found dishonest, incapable, etc., to the ALL HIVE SOLUTION Management Team at any moment of his/her probation training, also the ALL HIVE SOLUTION can withheld or reject or decline the permanent appointment document of the said  **Employee** until the final clearance of the matter whatsoever arises. In this situation /circumstances probationer/ Employee further agrees/accepts/ gives full consent that he/she have no any right or equality to claim his employment, neither stipend/salary or any other benefits nor can file a FIR/ any type of legal case in all respect/aspects from any part of India or globally.
  5. The  **Employee** shall be responsible for the quality and quantity of Work and shall ensure that all work is performed with reasonable care and without limitation, is wholly responsible for ensuring to perform all or any part of the Work shall also do so competently and with reasonable care.
  6. At all material times / in all aspects / situations / circumstances / respect, types, terms & moral responsibility of the  **Employee** is engaged in the business of providing copywriting services for the business of the ALL HIVE SOLUTION.
  7. The  **Employee**  hereby agrees to provide his/her services to the ALL HIVE SOLUTION subject to the original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conducts, etc., of this Agreement with the Company means the ALL HIVE SOLUTION.

**C. Non-Compete / Non Solicitation:**

* 1. You hereby represent and warrant to the ALL HIVE SOLUTION that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality Information and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining the ALL HIVE SOLUTION, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party for 30 years from the date of this agreement.
  2. Your job responsibilities include as discussed while employed by the ALL HIVE SOLUTION, you are agree to work as  **Employee**  basis exclusively for the ALL HIVE SOLUTION and agree that you shall not indulge, while you are employed by the ALL HIVE SOLUTION, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the ALL HIVE SOLUTION or interferes or could reasonably interfere with your duties to the ALL HIVE SOLUTION without our prior written permission.
  3. You hereby agree that, while you are employed by ALL HIVE SOLUTION and for 30 years following the termination of your employment with the ALL HIVE SOLUTION, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any ALL HIVE SOLUTION Employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any client, vendor, business partner, business channel partner, associate, customer or supplier and Employee of the ALL HIVE SOLUTION in a manner that conflicts with or interferes in the business of the ALL HIVE SOLUTION as conducted with such client, vendor, business partner, business channel partner, associate, customer or supplier and Employee .
  4. **Employee**  will not engage directly or indirectly in any professional or personal activity which might be considered prejudicial and detrimental to the lawful interest of the ALL HIVE SOLUTION. Failure to do so the ALL HIVE SOLUTION shall be at liberty to proceed against such Employee by initiating and prosecuting such civil and criminal action as may be deemed fit and proper according to the Indian Laws and Act, including seeking indemnity and damages.
  5. The  **Employee**  should not work/join directly or indirectly in the organization who are the All Hive Solution client, vendor, business partner, business channel partner, associate, customer or supplier and Employee .

**D. Compensation &Benefits:**

* 1. Your salary will be paid to you on a monthly basis, less required deductions, as per Indian / Abroad deduction Act (through direct deposit) OR (by cheque).
  2. Any multiple types of Targets or tasks or projects or any responsibilities given on the basis of every month or due to marketplace business situations related to revenues or turnovers of business, during your employment tenure with The ALL HIVE SOLUTION, would impact/change/increase/decrease, etc., :- any time on your Employee Training / Probation period/ agreements/contracts, employment/job, job designation, job responsibilities, stipend /salary package, bonus, incentives and other benefits which also includes your quality of performance, quality of work/ projects/assignments delivered, quality of response etc. Within the probation period, he/she has to complete the same within the prescribed time period. These multiple assignments, tasks, projects and additional responsibilities like team management, team coordination etc., shall be evaluated, analyses& considered to his/her as a permanent/full-time Employee .
  3. Any finance or budget related issues has to be noticed for the All Hive Management Team for departments such as sales ,collection, etc…and deposited duly/immediately when received/timely to company’s account failing which Employee will he held sole responsible and necessary action will be taken which may lead to termination. If this occurs, we would have no further obligation to you and your connections related to you like website associate members for any subscription packages, vendors, suppliers, business associates etc., financially or otherwise.
  4. The stipend/salary during the probation training/employment depends on the equality of output given by the  **Employee** . The Employer has the sole and absolute discretion right not to pay or how much to pay any stipend/salary during or after the completion of many multiple assignments. If the work does not meet the quality levels as decided by the organization. Further if the work is up to mark the Stipend/salary shall be paid according to the quality of work delivered to us and quality of response etc.
  5. The stipend/ salary will be credited between 1st to 5thof the month during the normal situation(after ending of any unpredictable situation)
  6. The stipend/ salary will be credited between 16th and 31st of the every month during any unpredictable circumstances or situations in near future (like Natural Calamities, New Pandemic, War’s etc.).
  7. During Employee Training/Probation salary will be paid as agreed and once confirmed a variable pay will be rewarded depending on his/her consistent& continuous performance to compensate the benefits.
  8. You shall be entitled to participate in all benefit plans of the ALL HIVE SOLUTION as may be made available to Employee s of the ALL HIVE SOLUTION from time to time for which you are if eligible, will receive benefits document with complete details of all benefits plans as part of your new Employee orientation and enrolment will take place (immediately) OR (once you meet the eligibility criteria of the company benefits).
  9. Medical : Any Medical and pre-existing issues should be informed prior to joining for participating in Medical benefits and if you hide your pre existing medical issues before joining then sole and final decision of continuing the job or not and providing medical benefits will be of the ALL HIVE SOLUTION Management Team according to the terms & condition, policies& guidelines, rules, regulation & procedure, clauses & Employee code of conduct**.**

**E. Working Hours / Overtime:**

1. Flexible working hours based on the work assigned as working from home currently because of present unpredictable circumstances or situations in near future (like Natural Calamities, any New Pandemic, War's etc.).
2. Payment of overtime for eligible positions will be paid for all hours worked in excess of 10-14 hours a day during work from home condition and9 -12 hours during normal situation when work from office.

**F. Termination:**

The ALL HIVE SOLUTION Management Team have sole and absolute discretion, may terminate your employment without giving any reason/cause at any point of time by providing you with the minimum notice, or pay in lieu of such notice and any severance pay required as per the Labor Law provision. If this occurs, we would have no further obligation to you, financially or otherwise, in the event a temporary layoff is ever required, it may be implemented in accordance with the requirements of the Labor Law. In this situation /circumstances, probationer/ Employee further agrees/accepts/ gives full consent that he/she have no any right or equality to claim his employment, neither stipend/salary or any other benefits nor can file a FIR/ any type of legal case in all respect/aspects from any part of India or globally .

**G. Resignation:**

Should you wish to resign your employment after permanent employment with the ALL HIVE SOLUTION, you will be required to provide **2 Months (60 days)** notice or till the completion of the given multiple task assignment, with proper complete handover of these with NOC or current projects to enable us transition of your work. While on probation the notice period need to be served till the completion of the given multiple task / assignment or current projects for the  **Employee**  and none needed from the employer.

**H. Policies and Standards:**

1. No leave is granted during the Employee Training/Probation period(subject to companies’ discretion).
2. You will be entitled to 12 days of vacation annually (No Vacation in Employee Training/Probation Period, The ALL HIVE SOLUTION Management Team have sole and absolute discretion)You will accrue vacation at a rate of 1 day per month. Any further increase/decrease is subject to original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conduct etc. The Vacation is to be taken at such time as is determined by or acceptable to the ALL HIVE SOLUTION.
3. The ALL HIVE SOLUTION has established a variety of policies and standards that ensure a safe and healthy working environment. During the period of your employment with us, you agree to be bound/abide by these policies and standards, rules and regulations, terms and conditions and any future policies and standards, rules and regulations, etc., that are reasonably introduced by the ALL HIVE SOLUTION. It is agreed with full consent by you as Employee that the introduction and administration of these policies, rules and regulations, etc., is within the sole and absolute discretion of the ALL HIVE SOLUTION Management team. It is agreed with full consent by you as Employee Training/Probationer, that if The ALL HIVE SOLUTION introduces, amends or deletes employment-related policies as rules and regulations, terms and conditions, Employee code of conducts, etc.,. warrant that such introduction, addition, deletion or amendment does not constitute a breach of this Agreement/ other agreements/ other contracts etc. In this situation /circumstances probationer/ Employee further agrees/accepts/ gives full consent that he/she have no any right or equality to claim or protest for changes done in any policies etc., or for his employment, neither stipend/salary or any other benefits nor can file a FIR/ any type of legal case etc., in all respect/aspects from any part of India or globally.
4. In case of any dispute ALL HIVE SOLUTION MANAGEMENT AND IT'S TEAM, has the right to produce the personal documents of the Employee to any authorized personnel for which the Employee cannot hold the ALL HIVE SOLUTION MANAGEMENT AND IT'S TEAM liable.
5. You cannot deny upon not to fill and sign the below mentioned documents in near future since you have given your consent and acknowledged the acceptance of below mentioned documents.
6. Instruction Manual and Declaration
7. Job Description
8. Employment Agreement
9. Employee Training/Probation Agreement
10. Non Disclosure Agreement
11. Employee Consent Declaration Form
12. Confidentiality and Proprietary Information Agreement
13. Any additional agreement or contract in future if required

In future Denial of filling of any needful information’s and signing of in any updated joining or related to your employment documents in future (in original rules and regulations, terms and conditions, clauses, policies guidelines, code of conducts of the All Hive solution etc.) will terminate the benefits and salary package agreed and the conditions related to them will become null and void. However you will still be abided by the complete hand over policies, terms and conditions, rules and regulations etc.,. of the All Hive Solution.

1. For any new updation in employment documents during the employment of  **Employee .** You are required to sign and fill all the required information’s and other details in those documents, hence, you, further confirm that you are giving us your full consent, approval and will be abide by all the original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conducts etc. of the All Hive solution : Non Disclosure Agreement, Employee Training/Probation period Agreement, Confidentiality and Proprietary Information Agreement, New Employee joining form and personal information declaration, thereby shall come into force, inaction and implementation from the date mentioned below subject to review and approval by the All Hive Solution Management Team.
2. You will be expected to bring/ produce the following documents to enable us to verify the information that you furnished in your resume. You will also be required to consent for background verification. In case of any discrepancy / information found untrue/false, then the All Hive Solution has the right to withdraw the Offer / terminate the services during your employment without notice. All the salary package and benefits commitments will be null and void.
3. **Employee**  cannot hold the ALL HIVE SOLUTION liable for any legal action in any part of India or abroad for submitting his/her documents, since they are produced at his/her own will.
4. **Employee**  documents are kept confidential in all respect.
5. **Employee**  should be providing the correct personal information declaration details.
6. **Employee**  will be required to sign on any change/up gradation of the documents/agreements/contracts etc., if needed in future to continue their employment.
7. **Employee**  will be entitled to abide by all original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conduct etc. of The All Hive solution and government laws and will not be holding the company liable.

**I. Confidentiality and Intellectual Property Rights:** Our offer of employment is conditional upon you agree to abide by the “Confidentiality and Proprietary Information Agreement.”\*Attached Schedule\*

**J. Non-Disclosure Agreement:** Our offer of employment is conditional upon you agree to abide by the Non-Disclosure agreement etc.

**K. About Organization:** Our current website is under construction and we are about to enter all the digital media platforms including LinkedIn, Facebook, Instagram and many other online digital media platforms or websites etc. As the website is under construction we don’t take any responsibility for the authentication of the information provided. We are still in the process of content management, creation and updation. Details about us can be checked and verified on all government portals to maintain the authenticity of our reputed organization.

**L. Notices:**

1. All notices under this Agreement shall be in writing and be deemed duly given if signed by or on behalf of a duly authorized officer of the Party giving the notice.
2. Notices shall be deemed to have been duly served.
3. When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
4. When sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
5. On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
6. On the tenth business day following mailing, if mailed by airmail, postage prepaid.
7. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**M. Legal Advice:** We never compel or motivate any one to join as our official team member or Employee in our organization; you always join official team member or Employee in our organization at your own will**.** If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice from your own source prior to signing (at your own cost).

**N. Equal Opportunity: The** All Hive is proud to be an equal opportunity employer workplace and is an affirmative action employer. We are committed to equal employment opportunity regardless of race, color, ancestry, religion, sex, national origin, sexual orientation, age, citizenship, marital status, disability, gender identity or Veteran status. We consider qualified applicants regardless of cast and creed. The participant agrees to enter the agreement without facing any unequal or biased representation. Employee / probationer further agrees that he/ she will be abided by equal opportunities clause, he/she further agrees that he/she follow/practice and make other follow/practice this clause by guiding/supporting them.

**O. Confidential Documents**: The Employee shall not use any confidential documents without prior approval of the Management Team of the ALL HIVE SOLUTION. Any misuse of confidential documents will lead to the termination of the employment without any notice and company would not have any further obligation financially or otherwise. Any kind of loss to the company due to this breach will lead to be recovered payment of monetary damages by the Employee . (Refer to Employee Code of Conduct Policies).

**P.** We are entering into an agreement where mutual trust is the most important factor. This document is created with proper legal advice. Any editing which may include but not limited to; adding or deleting any clause, changing the format, changing the language is strictly prohibited. If done so whatever original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conducts etc., of the Company means the All Hive Solution will still be applied by default. If the company finds out at any point of time during your association and after your association with the company, that the Employee have breached the policies and altered or try to alter the any types of the Company means the ALL HIVE SOLUTION’S documents or has done any sort of editing in the points /clauses / paragraphs, the company reserves the right to take the necessary disciplinary or non disciplinary action against them according to the company

standard policies and Indian laws/Act;

➢ To terminate your services and withdraw all the commitments and authorization

with immediate effect.

➢ To not make any kind of payments to you in terms of salary and all or any other

benefits.

➢ To not release any relieving or experience certificates/documents..

1. To give negative reference to Employee future employer & list out your name on the company notice board in the column of breach/misconducts.
2. To take the legal action against Employee also.
3. If the Employee is found to edit any information and hence proved he/she in the near future during his/her employment will be liable to abide by default as agreed for all the updated company documents as on date and will have to return/compensate any complete salary and all or any other benefits. received from the company means the ALL HIVE SOLUTION till date.
4. Any kind of loss due to Employee breach of trust, misconducts, violation of Employee code of conducts etc., has to be borne/paid by the Employee in all aspect.

**\*Note 1 : Confidential document not to be misused**

**\*Note 2:** If you are unable to sign this form manually or digitally due to the present situation we have given you an option to Declare your consent on the DECLARATION OF CONSENT FORM and Vice-Versa.

Employee Employer

(Signature of the Employee )

For All Hive Solution

Name:

Designation:

Supervisor/Training Manager/Sr. HR Manager

Place:

Date:

HR & Operations Head Signature

Signature of the Authorized person

(Due to the present unpredictable situation and non availability of facility and staff, Authorized signatory's name is mentioned above instead of signature same can be applicable for Employee)

**Employee Covenants**

**Confidentiality and Proprietary Information Agreement**

In consideration of employment as an Employee or engagement as an independent contractor with the ALL HIVE SOLUTION (the “ALL HIVE SOLUTION”), the undersigned (the “Participant”) agrees and covenants as follows:

1. Employment with the ALL HIVE SOLUTION as an Employee or engagement with the ALL HIVE SOLUTION as an independent contractor, as the case may be (the “Engagement”), will give the Participant access to proprietary and confidential information belonging to the ALL HIVE SOLUTION, its client, vendor, business partner, business channel partner, associates, customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “Confidential Information”). Confidential Information includes but is not limited to talent acquisition, planning, procedure, strategies, resource, methodology and practice method, customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains intact the confidential and proprietary information of the ALL HIVE SOLUTION.

2. As referred to herein, the “Business of the ALL HIVE SOLUTION” shall relate to the business of the ALL HIVE SOLUTION as the same is determined by the Board of Directors of the ALL HIVE SOLUTION from time to time.

3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the ALL HIVE SOLUTION, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “Proprietary Property”). The ALL HIVE SOLUTION shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the ALL HIVE SOLUTION any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the ALL HIVE SOLUTION’s premises or through the use of the ALL HIVE SOLUTION’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the ALL HIVE SOLUTION. The Participant shall keep full and accurate records accessible at all times to the ALL HIVE SOLUTION relating to all Proprietary Property and shall promptly disclose and deliver to the ALL HIVE SOLUTION all Proprietary Property in a disciplined manner.

4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the ALL HIVE SOLUTION. The Participant may, however, use or disclose Confidential Information which:

(i) is or becomes public other than through a breach of this Agreement;

(ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or

(iii) is required to be disclosed by laws, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the ALL HIVE SOLUTION of such requirement in sufficient time to allow the ALL HIVE SOLUTION to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the ALL HIVE SOLUTION, Confidential Information and Proprietary Property to the ALL HIVE SOLUTION upon the written directions given by the ALL HIVE SOLUTION Management Team at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable according to the written directions of the ALL HIVE SOLUTION Management Team.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the ALL HIVE SOLUTION’s premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant according to the Company Standard Policies and Indian breaches Laws/Act.

6. At the reasonable request and at the sole expense of the ALL HIVE SOLUTION, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the ALL HIVE SOLUTION’s ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the ALL HIVE SOLUTION written assignments of all rights to the ALL HIVE SOLUTION and any other documents required to enable the ALL HIVE SOLUTION to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the ALL HIVE SOLUTION considers advisable anywhere in the world.

7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.

8. The Participant agrees that the Participant will, if requested from time to time by the ALL HIVE SOLUTION, execute such further reasonable agreements as to confidentiality and proprietary rights as the ALL HIVE SOLUTION’s client, business partner/supplier, business channel partner, associates, vendors, customers and Employee s personal information reasonably required to protect Confidential Information or Proprietary Property.

9. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the original rules and regulations, terms and conditions, clauses, policies guidelines, Employee code of conduct etc. of this Agreement and any other(s) executed pursuant to the preceding paragraph.

10. The Participant agrees that the Participant’s sole and exclusive remedy for any breach of this Agreement or any other agreement by the ALL HIVE SOLUTION will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.

11. The Participant acknowledges that the services provided by the Participant to the ALL HIVE SOLUTION are unique. The Participant further agrees that irreparable harm will be suffered by the ALL HIVE SOLUTION in the event of the Participant’s breach or threatened breach of any of his or her obligations under this Agreement and that the ALL HIVE SOLUTION will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the ALL HIVE SOLUTION shall not constitute a defense in any injunction action, application or motion brought against the Participant by the ALL HIVE SOLUTION.

12. ALL HIVE SOLUTION has complete responsibility to modify or introduce guidelines as per the changes depending on the growth/situations of the ALL HIVE SOLUTION which all the Employee s have to accept.

13. The participant agree to hold in strictest confidence and not to disclose, make any use of, except for the benefit of the ALL HIVE SOLUTION, lecture upon or publish, at any time either during the term of or subsequent to his employment, any of the ALL HIVE SOLUTION's Proprietary Information (as defined below) which he/she may produce, obtain or otherwise acquire during the course of employment, except as the ALL HIVE SOLUTION may otherwise consent to in writing in its sole and absolute discretion. It is further agreed not to deliver, reproduce or in any way allow such Proprietary Information, or any documentation relating to such information, to be delivered or used by any third parties without the specific written direction or consent of a duly authorized representative of the ALL HIVE SOLUTION Management Team.

The term "Proprietary Information" shall mean any and all trade secrets, confidential knowledge, data or any other proprietary information pertaining to any business of the ALL HIVE SOLUTION or any of its clients, business partner, business channel partner, associates, vendor, supplier, customers or consultants, licensees or affiliates. By way of illustration but not limitation, "Proprietary Information" includes Ideas, improvements, discoveries, trade secrets, processes, data, programs, source code, web site designs, web site processes, knowledge, know-how, designs, techniques, formulas, test data, computer code, complaints, complaint processes and analysis, security procedures and processes, passwords, user ids, customer information, affiliate information, customer lists, affiliate lists, software, software license, algorithms, architectural designs, software coding, ERP, CRM, other works of authorship and designs whether or not patentable, copyrightable, or otherwise protected by law and whether or not conceived of or prepared by the ALL HIVE SOLUTION, either alone or jointly with others (hereinafter collectively referred to as "Inventions"); (b) information regarding research, development, new products and services, marketing plans and strategies, merchandising and selling, business plans, strategies, forecasts, projections, profits, investments, operations, financings, records, budgets and financial statements, licenses, prices and costs, suppliers and customers; and (c) identity, requirements, preferences, practices and methods of doing business of specific parties with whom the ALL HIVE SOLUTION transacts business and information regarding the skills and compensation of other Employee s of the ALL HIVE SOLUTION and independent contractors performing services for the ALL HIVE SOLUTION.

14. The participant I hereby irrevocably and unconditionally transfer and assign to the ALL HIVE SOLUTION, without any further consideration, any and all Moral Rights (as defined below) he may have in or with respect to any and all Works of Authorship. To the extent that he cannot assign such rights, he/she hereby waive and agree never to assign such rights against the ALL HIVE SOLUTION, the ALL HIVE SOLUTION's successors-in-interest, or any of their licensees. "Moral Rights" shall mean any right to (i) divulge such Inventions to the public; (ii) retract such Invention from the public; (iii) claim authorship of such program; (iv) object to any distortion, mutilation, or other modification of such program; and (v) any and all similar rights, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a "moral right."

15. The participant agrees that If he/she has any right or rights to the programs developed that cannot be assigned to the ALL HIVE SOLUTION or waived by his/her, he/she unconditionally grant to the ALL HIVE SOLUTION during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicenses, to use, reproduce, publish, create derivative works of, market, advertise, distribute, sell, publicly perform and publicly display and otherwise exploit by all means now known or later developed, such programs.

16. In the event the ALL HIVE SOLUTION is unable, after reasonable efforts, to secure signature of the participant on any document or documents needed to apply for or prosecute any patent, copyright or other right of protection relating to a program, whether because of physical or mental incapacity or for any other reason whatsoever, The participant hereby irrevocably designate and appoint the ALL HIVE SOLUTION and its duly authorized officers and agents as his agent and attorney-in-fact, to act for and on behalf of the participant and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or similar protections thereon with the same legal force and effect as if executed by participant; it is being expressly understood and intended by his/her that the grant of the foregoing irrevocable power of attorney is coupled with an interest.

17. This Agreement is governed by the laws of India and the Participant agrees to the non-exclusive jurisdiction of the courts of India subject to Delhi in relation to this Agreement.

18. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the new, other provisions shall remain in effect according to the constitutional law of India.

\*Note: If you are unable to sign this form manually or digitally due to the present situation we have given you an option to Declare your consent on the DECLARATION OF CONSENT FORM and Vice-Versa.

Employee Employer

(Signature of the Employee )

For All Hive Solution

Name:

Designation:

Place: Supervisor/Training Manager/Sr. HR Manager

Date:

HR & Operations Head Signature

Signature of the Authorized person

(Due to the present unpredictable situation and non availability of facility and staff, Authorized signatory's name is mentioned above instead of signature same can be applicable for Employee)

Due to current on going or any unpredictable circumstances or situations in near future   
(like Natural Calamities, New Pandemic, War etc.) you will need to provide the below mentioned details as part of personal information   
documents for working from home for the purpose of Employee Training/Probation Period Agreement:

Please affix recent photograph

(Not More than 15 days old)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr.No.** | **Particulars of Information** | | **:** | | **Information to be filled in by Employee** | |
| 1 | Position Applied For | | : | |  | |
| 2 | Full Name(As per Aadhar / X Class Certificate) | | : | |  | |
| 3 | Father’s / Husband’s Name (As per Aadhar) | | : | |  | |
| 4 | Date of Birth & Age as on date | | : | |  | |
| 5 | Category (Gen/SC/ST/OBC/PH) | | : | |  | |
| 6 | Employee ’s Aadhar No. | | : | |  | |
| 7 | Employee ’s PAN No | | : | |  | |
| 8 | Employee ’s Voter ID No | | : | |  | |
| 9 | Employee ’s Passport No | | : | |  | |
| 10 | Employee ’s Driving License No | | : | |  | |
| 11 | Employee ’s Mobile No (Regular) | | : | |  | |
| 12 | Employee ’s Mobile No (Alternate) | | : | |  | |
| 13 | Employee ’s Email ID (Regular) | | : | |  | |
| 14 | Employee ’s Email ID (Alternate) | | : | |  | |
| 15 | Address for Communication (Temporary/Postal) | | : | |  | |
| : | |  | |
| : | |  | |
| City / Village/PIN CODE | | : | |  | |
| State | | : | |  | |
| 16 | Permanente Address | | : | |  | |
| : | |  | |
| : | |  | |
| City / Village and PIN Code | | : | |  | |
| State | | : | |  | |
| **Sr.No.** | **Particulars of Information** | **:** | | **Information Filled by the Employee** | |
| 17 | Details of Qualifications   1. Academic | : | |  | |
| 1. Professional | : | |  | |
| 1. Technical | : | |  | |
| 18 | Details of Experience & Designation   1. Past Employment with Length of Services | : | |  | |
| 1. Present employment with Length of Services | : | |  | |
| 1. Present Pay Scale | : | |  | |
| 1. Present Basic Pay | : | |  | |
| 19 | **Emergency Contact Details-1**   1. Spouse Name | : | |  | |
| 1. Spouse Mobile No | : | |  | |
| 1. Spouse Email ID | : | |  | |
|  | : | |  | |
| **Emergency Contact Details-2**   1. Mother’s/Father’s Name | : | |  | |
| 1. Mother’s/Father’s Mobile No | : | |  | |
| 1. Mother’s/Father’s Email ID | : | |  | |
|  | : | |  | |
| **Emergency Contact Details-3**   1. Brother’s Name | : | |  | |
| 1. Brother’s Mobile No | : | |  | |
| 1. Brother’s Email ID | : | |  | |
|  | : | |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| 20 | **Emergency Contact Details-1**   1. Relative’s Name | : |  |
| 1. Relative’s Mobile No | : |  |
| 1. Relative’s Email ID | : |  |
|  | : |  |
| **Emergency Contact Details-2**   1. Relative’s Name | : |  |
| 1. Relative’s Mobile No | : |  |
| 1. Relative’s Email ID | : |  |
|  | : |  |
| 21 | **Reference with Address, Mail ID & Contact Details-1** | : |  |
| **Reference with Address, Mail ID & Contact Details-2** | : |  |
| **Reference with Address, Mail ID & Contact Details-3** | : |  |

**Details of Qualification**

**Professional Qualification:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualification** | **College/University** | **Year of Passing** | **Percentage/Grade** |
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**Academic Qualification:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualification** | **College/University** | **Year of Passing** | **Percentage/Grade** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( Employee Name)do hereby declare that the information furnished the above is true, complete and correct to the best of my knowledge and belief. I understand that in the event of my information being found false or incorrect at any stage, in that situation also whatever original rules and regulation, terms and conditions, clauses, policies guidelines, code of conducts etc., of All Hive solution will still be applied, remain into implementation, into action, by default on me. If the company finds out at any point of time this misconducts during your association with the company, my candidature / appointment shall be liable to cancellation / termination without notice or any compensation in lieu thereof.

(Signature of the Employee )

Place:

Date :

\*Note: If you are unable to sign this form manually or digitally due to the present situation we have given you an option to Declare your full consent, approval on the DECLARATION OF CONSENTFORM & Vice-Versa.

Employee Employer

(Signature of the Employee )

For All Hive Solution

Name:

Designation:

Place: Supervisor/Training Manager/Sr. HR Manager

Date:

HR & Operations Head Signature

Signature of the Authorized person

(Due to the present unpredictable situation and non availability of facility and staff, Authorized signatory's name is mentioned above instead of signature same can be applicable for Employee)

**Note: This document consists of 21 Pages**