

AGREEMENT WITH CDN SOFTWARE SOLUTIONS PVT. LTD

FOR FAITHFUL SERVICES, NON-DISCLOSURE AND NON-USE ASSURANCE/CONTINUED

SERVICE

This **Agreement of Job/Service** is made on **Monday, 21st June 2021**, is entered into by and between **Mr. Ashutosh Singh S/o Mr. Birendra Singh**, residing at **21, Village Talimapur, Distt. Siwan (Bihar)**. herein referred as the “**EMPLOYEE**”, and **CDN Software Solutions Pvt. Ltd.**, with a registered address at **304 – Princes Business Skypark, Vijay Nagar, A.B. Road, Indore-452001, India**, hereinafter referred as “**EMPLOYER**”

WHEREAS the Employer has selected the Employee to undergo a Job/Service in, Information and Software Technology including its Business Applications and Methodologies, for which the Employer will incur considerable direct costs, opportunity costs and expenses.

WHEREAS the Employer contemplates imparting on the job for a period of **Twelve Months (12 Months)** from the date of joining, to enable the Employee to gain technical knowledge, work-experience and professional expertise while working with the Employer on the Employer's assignments at the locations – including the client's premises in India or abroad as a contractor – chosen by the Employer. The Employer is willing to invest the valuable time of its senior employees, make available computer system/s and software tool/s and also incur other opportunity costs and expenditures for this purpose. The Employee is willing to be part of such Job should be familiar on terms and conditions herein after contained, including the condition that

- (a) Under no circumstances the Employee can resign from or leave the services of the company while in his Service Contract Period **(12 months)** ; and
- (b) Employee shall serve the Employer for a minimum period of **Twelve (12) Months** from the date of joining.
- (c) Employee shall not be missing / absent from the office for more than seven days without any written approval for the same.

WHEREAS the Employee acknowledges that the Employer shall incur considerable expenses , including opportunity costs , in providing job and familiarisation to the Employee to gain sufficient expertise , technical skills and professional competence; and

WHEREAS the Employee acknowledges that the Employer could have chosen any other person for this Job and the Employee has willingly consented to this Job , and is hereby stopped from questioning the terms of this Agreement for Job/Service or the consequences of its breach ;

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. TERMS OF JOB / SERVICE

1. The Employee shall, while on Job/Service, work with all due care, industry and diligence and to the best of his/her ability and abide by and conform to all the rules and regulations and conditions in regard to hours of work, holidays, discipline and other conditions obtaining at the work place and the institutions, to insure harmony and team effort obtaining at such work site.

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2. The Employee during the period of his/her Job/service and familiarisation:
 - Shall follow the instructions of the senior employees, officers of the Employer and other designated authorities – including clients' officers – Under whom he/she may from time to time be assigned.
 - shall at all times obey the rules and regulations to promote harmony and work as a member of the team
 - shall attend any technical or part-time course/s conducted internally or by technical or educational institute approved by the Employer if such attendance is required in the discharge of his/her duties.
 - shall not engage himself / herself in way work/assignment other than that arranged by the Employer even while off duty and shall devote himself / herself solely to the objectives of the Job / Service.
 - shall not resign from or leave the services of the company while on Service contract period of **Twelve (12) Months**.
3. The Employee agrees to serve the Employer, for a minimum period of **Twelve (12) Months** and work on software development, maintenance and support assignments at Employer's discretion in India and /or Overseas.

4. The Employee agrees to serve the Employer, for a minimum period of **52 working days Notice Period** and work on software development, maintenance and support assignments at Employer's discretion after the date of acceptance of his/her resignation.

5. **NDA with EMPLOYER (Annexure 1.)**

2. **TERMINATION**

1. The Employer shall have the right to terminate the employment of the Employee during the period of his/her Job/service in which he/she is required to serve the employer as mentioned in paragraphs 1 to 4 above, without notice, if his/her services are found unsatisfactory or he/she is found guilty of any misconduct; without prejudice to the other remedies that the employer or the employer's client/s may seek for such misconduct.
2. The employer reserves to itself the right to terminate, with one month's notice, the period of training and subsequent employment for any business necessity and/or due to change in the employer's objectives or strategies.
3. Even in the event of termination the employer shall have the rights to invoke the bond. In case if the termination precedes the mandatory bond period

3. **DAMAGES**

1. In the event of breach of this agreement by the employee, more particularly if the employee:
 - a) abandons or deserts the employment with the employer during the contract period;
 - b) fails to serve the employer for the service contract period ;

the Employer can take legal actions against the Employee as Employee agree to pay to the employer a sum of Rs. 1,00,000/- (Rupees One Lakh Only),as liquidated damages within the period of One (1) month from the breach of this agreement, failing which the Employee agree to pay to the employer for such delayed period an interest at the rate of Twelve(12) percent per annum on the principal amount of liquidated damages, till the date of actual

Payment of the said amount to the Employer. The previous bond would stand void on signing of this bond.

and in any other case the aforesaid **EMPLOYER IS ENTITLED** to forfeit the unpaid salary and wages as well as other perks payable to the employee and they are also authorised to recover the remaining portion of their loss and damages from the employee and `surety by filing suitable case in the appropriate court of law in summary proceedings for which we both the employee and surety shall be bound.

3. **ARBITRATION IN INDIA**

1. In the event of any dispute of any agreement between the parties hereto, as to any clause or provisions of this Agreement or as to the interpretation thereof or as to the rights, liabilities, acts or omission of any party thereto arising under or by virtue of this Agreement or otherwise in any way relating to this Agreement, excluding those governed by judicial remedies in the country of deputation, or any claim or liability of any party including the surety, payable in India in Indian Rupees, shall be referred to an impartial, independent Arbitrator chosen by the Employer, whose decision shall be final and binding upon all the parties hereto. Such reference shall be deemed to be a submission to

arbitration under the provisions of the Arbitration and conciliation Act 1996, or any statutory re-enactment or any modification thereof for the time being in force. The venue of the Arbitration shall be **Indore, India** and shall be subject to the jurisdiction of the court in **Indore city** (Madhya Pradesh), which alone shall have exclusive jurisdiction in any proceedings to enforce the Arbitration Agreement.

2. ASSIGNMENT

This Agreement shall insure to the benefit of and be binding upon the Employer, its successors, and assigns, and shall insure to the benefit of and be binding upon the Employee, his/her executors, administrators, and heirs. Neither this Agreement nor any rights hereunder may be assigned by the Employee.

3. SEVERABILITY

In the event that any provision of this agreement shall prove to be invalid, illegal or unenforceable, in whole or in part, for any reason, such provision or part thereof shall be severable from the remaining provisions, which remaining provisions and parts shall continue in full force and effect shall be enforceable notwithstanding such invalidity, illegality, or unenforceability.

4. MODIFICATION

This Agreement shall not be amended or modified orally. All amendments or modifications shall be made only in writing, signed by the party against whom enforcement of the amendment or modification is sought.

The Employer shall not be responsible for any personal indebtedness or liability incurred by the Employee during his/her training assignment or subsequent employment and the Employee shall have no authority, express or implied, to pledge the credit of Employer. The Employee and the surety of shall indemnify the Employer from any damage, loss, claim or action arising directly or indirectly through any act of the Employee.

If there is any conflict or differences between any other agreement/s, letter/s of Appointment confirmation, etc. between the Employer and the Employee and this Agreement will supersede and will be binding.

5. GOVERNING LAW

This Agreement is entered into in India by an Indian Employer and its Employee who is citizen of India and its domicile. Interpretation of this Agreement and resolution of any disputes arising under the terms of this Agreement shall be done by applying the governing law chosen by the parties, which is the law of India, to the exclusion of other laws.

6. ADDRESS FOR THE PURPOSE OF SERVICE

All communications between Employer and Employee shall be deemed to have been effectively served, if mailed by registered mail to the address recorded above on the first page of this agreement. Any change in the above addresses of any of the concerned parties i.e. Employer, Employee shall be provided to the other parties by registered mail within a period seven (7) days of change. If no such change has been provided or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties and delivery of such notice at the above addresses will constitute sufficient notice to the parties for all remedial proceedings judicial or the other, to be initiated, as necessary.

7. VALIDITY

This agreement is valid for a period of **Twelve (12) Months** from the date of joining.

Annexure 1

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT (NDA)

1. **EMPLOYEE** agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agree that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever. "Confidential Information" shall mean any nonpublic information that is specifically marked and designated, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, source code or object code, sales and customer information, parties' business policies or practices, information received from others that **EMPLOYEE** and **EMPLOYER** is obligated to treat as confidential and other materials and information of a confidential nature.\
2. No copies may be made or retained by **EMPLOYEE** of any written or digital information supplied.
3. At the conclusion of our discussions, or upon demand by **EMPLOYER**, all information, including proposals, technical specs, written notes, source code, COM objects, databases or memoranda shall be promptly returned to **EMPLOYER**. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.
4. It is understood that both parties shall have no obligation with respect to any information known by **EMPLOYEE** or as may be generally known within the industry prior to date of this agreement, or that shall become common knowledge within the industry thereafter.
5. **EMPLOYEE** acknowledges the information that, hereafter, in the event of any breach; **EMPLOYER** shall be entitled to injunctive relief as a cumulative and not necessarily successive or exclusive remedy to a claim for monetary damages.
6. **EMPLOYEE** will not copy, confiscate or reuse proprietary programming code or database code without the express written consent of the other party.
7. **EMPLOYEE** shall never disclose any Confidential Information to third parties from the date of this Agreement. However, **EMPLOYEE** may disclose Confidential Information in accordance with judicial or other governmental order, provided **EMPLOYEE** shall give **EMPLOYER** reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
8. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
9. **EMPLOYEE** shall never use NDA bound projects in his/her 'resume' or 'Career Profile', however the **EMPLOYER** will provide the description of such projects with the experience letter.
10. All legal proceedings of this agreement shall be legally handled in accordance with the laws of INDORE Jurisdiction, (Madhya Pradesh) INDIA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

EMPLOYEE:

Signature _____

Name: **Ashutosh Singh**

Address: **21, Village talimapur, SIWAN(Bihar)**

Title: **Software Engineer**

Date: **21st June 2021**

WITNESS 1:

Signature _____

Name:

Date:

For: EMPLOYER:

Signature _____

Name: **Divyesh Shrivastava**

Address: **304, Princes Business Skypark,**

Vijay Nagar, A.B. Road,

INDORE, M.P.

Title: **Vice President**

Date: **21st June 2021**

WITNESS 2:

Signature _____

Name:

Address:

Date: