**EMPLOYMENT AGREEMENT**

This Employment Agreement (hereinafter referred to as the “Agreement”) is executed on this day of \_\_\_\_\_\_\_\_\_, 20\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Firm”) having its registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which expression shall unless repugnant to the context or meaning thereof, mean and include its administrators, successors in interest, assignees, affiliates, of the FIRST PARFT

AND

Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o / D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Associate”), which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assignees, of the SECOND PART.

The ‘Firm’ and the ‘Associate’ shall individually be referred to as the “Party” and collectively as the “Parties”.

**WHEREAS,** theFirm is engaged in the business of Legal Services and the Associate is being appointed on full-time basis for the position of \_\_\_\_\_\_\_\_\_.In consideration of the covenants and mutual promises, the Parties agree as follows to the terms and conditions provided hereunder:

1. **EMPLOYMENT**
   1. The appointment of the Associate in as \_\_\_\_\_\_\_\_\_\_\_ shall be effective from \_\_\_ day of \_\_\_\_\_\_, 20\_\_ (hereinafter referred to as the “Effective Date”), until terminated by either Party as per the terms of this Agreement.
   2. The Associate hereby agrees to carry out his/her duties and responsibilities as per the job description provided to the Associate, which may be amended at the discretion of the management during the term of the Agreement, as per the work quality and efficiency of the Associate.
   3. The Associate shall be based at premises of the Firm located at \_\_\_\_\_\_\_\_\_\_\_\_\_. The Firm, however, may change the place of work of the Associate to the other premises of the Firm as required by the management of the Firm provided that such direction does not impose unnecessary inconvenience or unreasonable hardship to the Associate.
2. **COMPENSATION AND REWARDS**
   1. The Associate shall receive a compensation of Rs. \_\_\_\_\_\_\_ /- (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Rupees only) per month in lieu of the services, subject to the deductions as per the applicable laws. The foregoing Compensation shall be subject to revision, adjustment and increment as may be determined by the Firm at its sole discretion depending upon the efficiency, punctuality, and conduct of the Associate.
   2. The Associate shall be solely responsible for paying the applicable taxes. The Associate shall indemnify the Firm in the event of any costs, expenses, losses, damages, liabilities, judgments etc. incurred by the Firm as a result of the Associate’s failure to fulfil the statutory payment obligations stipulated herein. In addition to the foregoing, the Firm shall be entitled to deduct or withhold, set off, or reimburse itself for the aforesaid amounts from the amount payable to the Associate by the Firm in accordance with this Agreement without any liability for the same.
   3. Any additional expenses that may be incurred by the Associate in furtherance of his employment shall be reimbursed by the Firm provided that all such expenses have been authorized in writing prior to having been incurred and the Associate provides to the Firm a proof of the same.
3. **WORK HOURS AND LEAVES**
   1. The regular working hours for the Associate shall be from \_\_\_\_ AM to \_\_\_\_ PM from \_\_\_ to \_\_\_\_\_\_ every week. Notwithstanding the foregoing, the Associate may be required to work for such additional hours beyond the regular hours stipulated herein as may be necessary from time to time in the discharge of his duties and obligations set forth herein.
   2. The terms and conditions pertaining to leaves including the number, categories, procedures etc are subject to the **Leave Policy** of the Firm and the Associate shall be under the obligation to abide by the same.
4. **REPRESENTATIONS**

The Associate acknowledges and agrees that he/she is competent to understand and execute this Agreement. The Associate further agrees that he/she is physically and mentally fit to carry out the designated role and perform the duties and responsibilities pursuant to the employment. The Associate further agrees to notify the Firm immediately of any circumstance that may prejudice his/her ability to perform the assigned duties and responsibilities. The Associate agrees that he/she is qualified to perform the services for the Firm and all the information and particulars furnished by the Associate in his/her resume and testimonials for the purpose of this employment are true and correct nothing contained therein is misleading.

1. **OBLIGATIONS OF THE ASSOCIATE**
   1. The Associate shall be under the obligation to adhere to the rules, regulations, policies, guidelines, manuals, practices and procedures of the Firm, including without limitation policies pertaining to code of conduct, benefits etc. and all amendments and modifications thereof.
   2. The Associate shall be responsible for the Firm’s property, including but not limited to all the equipment, devices, gadgets, and other resources provided by the Firm, entrusted in his care and charge during the term of his Employment. The Associate undertakes to use and maintain the Firm’s Property with due care and shall be liable for any damage or loss of the Firm’s property from his care due to negligence or lack of care. The Firm reserves the right to recover the loss or damage of such property from the Associate.
   3. The Associate shall not do or cause to be done any act that may disparage the goodwill or reputation of the Firm and shall at all times promote the best interests of the Firm.
   4. The Associate undertakes to fulfill the obligations in good faith and shall at all times maintain a conduct and demeanor that is ethical, professional and of such standard, as may be reasonably expected of an individual in his position.
   5. The Associate, at all times during the term of his employment, shall comply with all lawful and reasonable directions and do all such incidental things consistent with or reasonably necessary for the proper performance of his duties and responsibilities.
2. **CONFIDENTIALITY**
   1. For the purpose of this Agreement, Confidential Information shall mean any information disclosed to or obtained by the Associate, in tangible or intangible form, in connection with or related to Firm, its Client or its business activities, including, without limitation, information pertaining to the Firm’s Intellectual Property, Work Product, documents, records, information and data (written, verbal or electronic), policies, communications, specifications, notes, business plan, intentions, any information not in the public domain, financial information, trade secrets, know-how, any and all information derived from the foregoing information, information received from any third – party under confidentiality obligations, information related to this Agreement including the compensation, information that may have commercial value for the business of the Firm or its clients as stipulated herein, whether received orally, in writing or in electronic form, from or on behalf of the Firm, the disclosure of which shall be detrimental to the interests of the Firm or its clients, as the case may be. The Associate acknowledges that the information stipulated above is not exhaustive and that the Confidential Information shall include any and all information whether such information has been expressly designated as such or implied by virtue of its nature.
   2. The Associate agrees and acknowledges that he/she shall not directly or indirectly, use, divulge, publish, distribute, communicate or make available the Confidential Information, or allow or cause such Confidential Information to be used, divulged, published, distributed, communicated, or made available, in whole or in part, to any person or entity except with the prior written consent of the Firm.
   3. The Associate shall use the Confidential Information only for the execution of duties and responsibilities as an Associate of the Firm. The Associate shall not copy, reproduce, replicate, reduce to writing, or otherwise record any of the Confidential Information without the prior consent of the Firm for the purposes contemplated in this Agreement. All such copies, writings or records shall solely and exclusively be the property of the Firm and the Associate shall not make any claim to the same.
   4. The Confidentiality obligation shall remain effective, notwithstanding the return or destruction of the information as stipulated under this Agreement, whether or not the Parties proceed with the contemplated transaction. The Associate shall return forthwith any and all the Confidential Information that may have been entrusted to it or maybe in its possession including all the copies and reproductions of the same, in physical or electronic form, to the Firm at the time of termination of the employment.
3. **INTELLECTUAL PROPERTY RIGHTS AND WORK PRODUCT**
   1. For the purposes of this Agreement, Intellectual Property shall mean any and all the Intellectual Property owned, controlled or developed by the Firm and all the materials or mediums wherein such Intellectual Property may have been incorporated including without limitation marks, trademarks, logos, artwork, letters, designs, copyrights, trade secrets, know-how, patents etc. and shall include all the Work Product developed by the Associate in pursuance of and during the course of the employment. The Intellectual Property stipulated herein shall include all improvements, modifications, enhancements etc. to such Intellectual Property.
   2. All the rights, title, benefits and interest in respect of ownership, assignment and transfer of any and all the intellectual property developed by the Associate, as work product or otherwise, during the course of employment shall be exclusively retained by the Firm. The Associate shall not use, assign or transfer any of the intellectual property of the Firm in any unauthorized manner. Any unauthorized use, assignment or transfer of any of the intellectual property of the Firm shall attract prosecution and liability under the applicable laws.
   3. The Associate shall not copy or reproduce in any manner whatsoever, the Intellectual Property and Work Product stipulated herein or commits any acts, directly or indirectly contesting, disputing or otherwise impairing the right title and interest of the Firm in the same. The usage of the Intellectual Property and Work Product of the Firm shall inure solely and exclusively to the benefit of the Firm.
4. **RESTRICTIVE COVENANTS**
   1. **Non-Compete**

The Associate agrees and acknowledges that the Associate shall not, during the term of this Agreement, in any manner whatsoever, directly or indirectly engage himself/herself in any business or activity similar to and competing with the business and activities of the Firm as stipulated herein, or in any manner or capacity including without limitation as an Associate, consultant, director, partner, agent, independent contractor engage with any individual or entity competing with and involved in the same or similar business and activities as of the Firm to carry out duties, responsibilities, and functions similar to the ones stipulated herein or otherwise for such individual or entity.

* 1. **Non-Solicitation**

The Associate agrees and acknowledges that the Associate shall not during the term of this Agreement and \_\_\_ months thereafter, directly or indirectly, solicit, induce or endeavor to solicit or induce any individual in the employment of the Firm, its affiliates, clients, etc. with the intention of damaging or severing their business relationship.

1. **TERMINATION**

Either party may terminate this Agreement by providing \_\_\_ months’ prior notice or \_\_\_ months’ salary in lieu of notice. Notwithstanding anything in this Agreement, the Firm reserves the right to terminate the services of the Associate with immediate effect if the Associate is found in breach of this Agreement or the Policies of the Firm.

1. **ARBITRATION**

The Parties shall endeavour to arrive at an amicable settlement in mutual understanding in the event any dispute, pertaining to this Agreement, arises between them. However, on failure to do so, all the disputes or differences shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 by a sole Arbitrator appointed mutually by the Parties. The seat and venue of arbitration shall be at \_\_\_\_\_. The costs pertaining to the arbitration shall be borne by the Parties in accordance with the award passed by the arbitrator.

1. **FORCE MAJURE**

Neither party will be liable to the other for any failure to perform the party’s obligations under this Agreement by reason of circumstances beyond either party’s reasonable control, including acts of God, war, natural disaster, health epidemic or pandemic or governmental actions.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes any and every prior promise, agreements, representations, undertakings or implications whether made orally or in writing between the parties relating to the subject matter of this agreement

1. **SEVERABILITY**

In the event that any provision in this Agreement is found to be invalid or unenforceable, the offending provision shall be severed from the rest of this Agreement and the Agreement shall continue to be enforceable and operate as originally written.

1. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India and the Firm and Associates herein submit to the exclusive jurisdiction of the courts situated at \_\_\_\_\_\_\_\_\_.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above set forth.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Associate Firm