

EMPLOYMENT AGREEMENT

THIS AGREEMENT of Employment is made aton

BETWEEN

Rc Probusiness Buddies Pvt Ltd, a Company incorporated under the Companies Act,2013 having its registered office at Wazidpur Noida Gautam Buddha Nagar -201301, Uttar Pradesh-India (hereinafter referred to as "the Company") of the ONE PART;

AND

Mr./Ms S/o D/o of R/o..... (hereinafter referred to as "Mr/Mrsyou/ your/the Employee") of the OTHER PART.

Rc Probusiness Buddies Pvt Ltd and theare collectively referred to as "Parties" and individually as "Party".

WHEREAS, With reference to your application and subsequent interview dated the Company have pleasure in offering an appointment in our organization, which will take effect from the date for joining duty. The mutual terms and conditions as applicable to your appointment are as stated here under:-

1. APPOINTMENT:

That the employee will be appointed as the Company is requested to report for duty at the earliest, but in no event later than Please return the duplicate copy of this letter of appointment duly signed in token of acceptance of the terms & conditions by of your appointment as mentioned herein.

2. PROBATION:

That the Employee will be on probation for a period of Three months from the date of joining the Company, which may be curtailed or extended at the discretion of the Management of the Company keeping in mind Employee's performance. The Employee's services will be confirmed, in writing, upon satisfactory completion of the probation period. In case the Employee's performance during the probation period is found unsatisfactory, then your probation period may be further extended for an appropriate period, or your services may be terminated either during or at the end of the original probation period or extended period as the case may be. Termination of service by the Company during the probation period would not be subject to 15 days Notice. But in case you will leave the organization, then you have to give Notice for 15 days. Subject to satisfactory performance, your services will be confirmed, in writing, by issuing a confirmation letter. Unless confirmed, the Employee shall be deemed to be a probationer and shall be subject to the terms of probation.

3. POSTING AND TRANSFER:

The Employee's present posting will be at Sector-63,b87, Noida, UP 201301. However, the Company reserves the right to transfer the Employee to any City/Section/Department/Project Site/Division/Branch office either in existence of which may come into existence here after and upon such transfor the rules and regulations of service as any other applicable to such post or place of transher will apply to the Employee. The nature of duty and designation may be different from the one being offered to the Employer in terms here of provided however, that salary of the Employee will not be affected. The refusal by the Employee for such transfer will be considered as unwillingness to perform the assigned duties, not with standing anything contained here in, the management may in its discretion terminate the Employer by giving you one month's notice or one month's basic salary in lieu of notice.

4. EMOULMENTS:

The Employee will be paid a Consolidated/Basic Salary of Rs...../ (Rupees Only). Salary of the Employee shall be subject to statutory deductions
in addition to the above you shall be entitled to the following allowances:-

- A)
 - B)
 - C)
5. DUTIES & RESPONSIBILITIES:

The Employee shall work with high standards of initiative, efficency and economy during the tenure of employment. During the tenure of service, the Employee shall serve the Company to the utmost of his ability and use his best endeavours to promote and protect the interests of the Company. The Employee is required to obey the orders of his superiors and discharge the assigned duties entrusted loyally, honestly and diligently. The Employee would neither resort to any action that would hamper the operations/ functioning of the Company nor would the Employee involve in any activity which is according to the management detrimental to the interest of the Company.

During the course of Employment with the Company, the Employee will sincerely devote his full time and energy to the work of the Company and will not engage in any other business or employment, part time or full time, with or without remuneration. It is hereby agreed that during the tenure of employment if the Employee undertook any educational course of whatsoever nature, then it would be the duty of the Employee to keep the Company fully informed in order for the Company to decide if the same inhibits, restricts or presents you from discharging your functions diligently, sincerely and efficiently.

In the event of the breach of this Clause, the Employee would be liable to compensate the employer with one month's salary.

6. CONFIDENTIALITY:

- A. The employee must keep confidential all trade secrets and information which comes to his attention in circumstances where he know or ought to know that the information is to be treated as confidential.
- B. Confidential information means and includes
- i) Technical information, plans and product specifications
 - ii) Employee records;
 - iii) Business plans and forecasts;
 - iv) Financial records, reports, accounts and proposals;
 - v) Client's intellectual property;
 - vi) Quotations and tenders submitted or prepared for submission to clients and potential clients;
 - vii) Clients lists, names of Client contacts and tones of trade with Client;
 - Viii) Information on client's suppliers of the client's other Clients would render commercially valuable and/or secret;
 - ix) Telephone lists, policy documents, training documents, quality documents and any other internally used information regarding the operations of the client. Contract employee's salary and salary detail. The contract employee must not remove information or copies of information from the Client's premises except where the employee's employment requires it and where the client has given consent. The obligation of confidentiality exists both during the employment and after the employment ceases. Any breach of confidentiality shall be regarded as a serious misconduct, for which the employee may be dismissed or terminated forthwith without any notice or payment in lieu of notice. On the termination of the agreement, all papers, records and documents in the employee's possession shall be returned to the EMPLOYER; and
 - X) Any other information, documentation, record, photographs, designs, processes, systems maps and installations which are deemed confidential by virtue of operations/ exclusive usage by EMPLOYER and leakage of the same to any unauthorized person, company, firm, organization etc is detrimental to the interest of EMPLOYER.

The Employee shall be duty bound to return all the property, data, information, record of the EMPLOYER, while leaving services and non-return of the same will amount of breach of confidentiality and render the Employer liable for an appropriate legal action

7. NON SOLICITATION AND NON-COMPETITION:

- A. In consideration of rights provided to the under this Agreement, the Employee shall not, during the course of employment under this agreement and for a period of two (2) years after the date of termination of employment, whether directly or indirectly and whether on account of the Company or otherwise: canvass, solicit or entice away the Company's business from any of the customers of the Company; or (i) induce or seek to induce any employee of the Company to leave his employment with the Company, or (ii) offer employment or an engagement to any employee of the Company (or any Group Company).
- B. The Company shall not, during the course of your employment and for a period of two years after the termination of employment, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation, or business which is the same or similar to, or which, in the opinion competition with or is likely to be in competition with the Company in any geographic area in which the Company actively engaged in or intends to engage in

8. CONFLICT OF INTEREST:

- A. The employee shall not, during the validity of this agreement, except with the knowledge and consent of the client, engage themselves whether for reward or not, in any activity which may constitute a conflict of interest with the business of the client.
- B. The employee shall not solicit or explore employment with the client and/or any of the competitors during the contract period (including extended period, if any) and if found doing so, the same would constitute conflict of interest and render the employee liable for legal action which may be termination and includes recovery for the loss and damages caused to the Company
- C. In case the employee is found indulged in any conduct, behaviour and activity either in a group or individually which is deemed to be against the interests of the Company or which violates the terms of this contract agreement, then the same would constitute Conflict of interest and render the employee liable for legal action including termination of services without notice or without payment in lieu of notice and EMPLOYER or the client is also entitled to recover the loss or damages caused to the Company by the employee.

9. TERMINATION OF SERVICE:

- A. After the confirmation, and subject to any other service conditions or service bond(s) executed by the Employee, either side can terminate this contract of employment by giving a mandatory one month's notice. The Company may however waive the mandatory one month notice period, or such other period, as it may deem appropriate in its sole discretion after considering the reasons and circumstances of separation and future prospects. However, during the probationary period, the Employee have to serve fifteen days notice on resignation from the service of the company. Any kind of leave/absence shall not be counted or considered during the notice period. No leave can be adjusted against the notice period
- B. The company may terminate your services forthwith and without notice in the event, if the Employee:

- i. conduct himself in any manner that brings, or tends to bring, the Company into disrepute; or commit an act of felony or any crime involving moral turpitude, fraud or dishonesty, whether relating to the Company, its employees or otherwise, or
- ii. are in serious or persistent breach of any of the employee's obligation, or are guilty of any gross negligence or wilful misconduct in the performance of obligation, or refuse to comply with any lawful and reasonable instructions of the superiors, or
- iii. commit any criminal offence punishable by imprisonment under Indian law, or
- iv. Absence for a continuous period of 3 days, including absence when leave though applied for but not sanctioned/granted, and regulations in this regard.

Company in the exercise of its reasonable judgement shall determine the existence of any of the foregoing events or conditions. The aforesaid reasons are not all inclusive and reference may be extended to the employee's rules and regulations in this regard.

C. On termination of employment of the Employer, the Employee will be responsible for the safekeeping of all property belonging to the Company and immediately following termination (for whatever reason), you shall delivery up any and all property belonging to the Company then In your possession and/or control. It is an absolute mandatory requirement of the employment, which is acknowledged by both parties as reasonable in its nature, that unless a full and proper charge has been handed over as stated above or as per the rules and regulations of the Company, in force, you shall not be relieved from the services of the Company and shall continue to remain an employee of the Company until such time the change has been duty and satisfactorily handed over to the designated superior. Only upon delivery of full and proper charge that you shall be deemed to have been relieved from the services of the Company and may only thereafter join employment of another employer or himself engage in For being relieved from the services, the standard procedure of the Company as laid down shall have to be strictly and mandatorily followed.

10. SEVERABILITY:

In case some of the provisions of the agreement become unenforceable, the remaining provisions of this agreement shall continue to apply and the provisions which became unenforceable may be amended or modified to make them enforceable

11. MISCELLANEOUS

A. You will in all respect be governed by the rules and regulations of the Company applicable from time to time to other employees of the Company. Appointment of the Employee and its continuance are subject to your being and remaining medically (physically and mentally) fit.

B. This appointment letter is being given to you with the understanding that all the information furnished by you, both in your application and at the time of interview, is complete and correct. If, however, the management comes to know after your joining with in that you have intentionally withheld certain information, or the information provided by you is not correct or incomplete the Company reserves the right to discharge you from the services forthwith without payment in lieu of notice.

C. In case of any communication by the Company to the Employee, the Employee shall respond to the said communication. In case the Employee, does not respond, then the Company would not be responsible for any consequences, if any.

13. JURISDICTION OF COURTS:

In case of any dispute, it would be subjected to appropriate legal forums located at GAUTAM BUDDHA NAGAR DISTRICT only.

15. ACCEPTANCE OF THE ABOVE TERMS:

The above terms and conditions are accepted by the parties entering into this agreement and shall be binding on them unless modified or altered in writing or by operation of any law and not otherwise.

IN WITNESS WHEREOF, the have put their hands on the day, month and year mentioned above in presence of the following witness:

FOR EMPLOYER

FOR EMPLOYEE