



CONTRACT OF EMPLOYMENT

This CONTRACT OF EMPLOYMENT (the “Agreement”) is made and executed on this the June 07, 2024 (“Effective Date”)

BY AND BETWEEN

Arthashastra Intelligence Databases Private Limited a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at (Address) (hereinafter referred to as “the **Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **First Part**;

AND

Doragacharla Lizy, presently residing at **4-63/A, Chinaparimi, Chinaparimi, Chinaparimi, Chinaparimi, Guntur, Andhra Pradesh - 522313**, And, (hereinafter referred to as the “**Employee**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the **Other Part**.

The Company and the Employee shall be collectively referred to as “**Parties**” and individually be referred to as “**Party**”, as the context may require.

WHEREAS:

Pursuant to the discussions between the Parties and the representations made by the Employee, orally and/or in writing, the Company has agreed to employ the Employee, and the Employee accepts the employment with the Company, on the following terms and conditions.

1. APPOINTMENT & REPORTING LINE

- 1.1. You have been appointed as “**Junior Software Engineer - Frontend**” on the terms and conditions provided in this Agreement. The Company may at its sole discretion and at any time during the period of your employment, vary/change your aforesaid designation, the nature of your duties to may assign you for any other client, depending on your qualifications/experience or business requirements or as deemed necessary and fit by the Company.
- 1.2. You will report to the Team Lead, or such other personnel as may be directed by the Company from time to time.





5.3. **Medical Insurance:** You will be enrolled under the Company's group medical insurance scheme. Insurance cover will begin after the insurance company accepts and processes all information provided by you after joining. To facilitate prompt enrollment, you are required to provide all information necessary for the insurance policy immediately on your DOJ.

5.4. If any benefit provider (including but not limited to the insurance company) refuses for any reason (whether based on its own interpretation of the terms of the insurance policy or otherwise) to provide any benefits to you, the Company shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

6. TAXES

6.1. You shall be solely responsible for filing your personal tax returns and paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from the remuneration paid by the Company. The Company shall be entitled to deduct from your remuneration, income-tax and such other taxes and levies which are liable to be deducted at source under law for the time being in force.

7. WORKING LOCATION OR ASSIGNMENT

7.1. You will be based from your head office in India. However, the Company may, in its business interests, relocate you to any of its other offices in India or overseas, on such terms and conditions as are applicable on the date of relocation.

7.2. You may also be deputed to any of our associate, sister concerns, subsidiaries, group companies or any other affiliated companies/concerns/organizations/firms with whom the Company may make an arrangement or agreement from time to time, on such terms and conditions that are not less favorable than as contained in this Agreement.

8. WORKING HOURS

8.1. Normal work hours are generally from 9:00 am to 6:00 pm including breaks. The weekly working time is 48 hours; working days are Monday to Saturday, with alternative Saturdays off (2nd and 4th). Due to the nature of the position, you may be expected to work additional hours as required by the nature of the work assignment and job duties.

8.2. The Company may at its sole discretion alter your working hours, and the same will be intimated to you in due course.

9. LEAVE

9.1. **Casual Leave:** You will be entitled to 12 days of Casual leave in each calendar year calculated on a pro-rata basis. You agree that any unauthorized absence from work or any leave without pay shall not be considered for the purpose of computation of casual leave entitlement.





- 11.4. You will take good care of the Company's and/or its Client's money, information, property or equipment that may be entrusted to you and shall be responsible for any damage to and/or shortage or loss of such money, information, property or equipment.
- 11.5. You will be responsible for the safe keeping, in good condition and order, of the Company's and/or Client's property, files, papers, electronics, documents etc. which may be in your custody, care or charge during the term of your employment.
- 11.6. You shall notify the Company of your residential address, any additional social security details, and emergency contact details after joining and you shall also notify the Company as to any subsequent change to it, if any. If you fail to inform the Company, any communication sent to your last notified address shall be deemed to have been duly served.
- 11.7. You shall also perform (i) such other duties as are customarily performed by an Employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to you at any time by the Company and/or its Clients. The Company and/or its Client is entitled to confer unilaterally further and/or other duties and/or responsibilities on you.
- 11.8. You shall be ready to travel to any location as required by the Company and/or Client depending upon the exigencies of work.
- 11.9. You agree that you shall not work with any other company at any time during your employment with this Company, without the prior written consent of the Company and/or Client, be engaged, employed, concerned or interested, directly or indirectly, you should not be in any other employment, business or occupation that may or may not conflict with your duties to the Company and/or Client.
- 11.10. You shall not have the right to make any contracts or commitments for or on behalf of Company and/or its Client without first obtaining the express written consent of Company and/or its Client.
- 11.11. In addition to the terms and conditions herein, you shall also abide by and observe the Company's and Client's general terms and conditions of service, regulations, policies and codes of conduct (as may at any time be introduced and/or amended).
- 11.12. You have represented that you are not bound by any competitive clauses by your previous employer that would impact your availability and your ability to fully perform your obligations under this letter with the Company or its Client from the Date of Joining.

12. POLICIES & PROCEDURES

- 12.1. You must comply with any policies and procedures (as amended from time to time) of the Company and/or its Client, as may be applicable to you. Your employment is subject to the policies and rules of the Company and its Client as may be amended from time to time.

13. CONFIDENTIALITY





- 14.1.2. all intellectual property rights in any Employee Works shall vest absolutely in the Company which shall be entitled, so far as the law permits, to the exclusive use thereof; and
- 14.1.3. Notwithstanding the above, (at the expense of the Company to the extent expenditure is necessary to assign the relevant rights to the Company and such assignment does not happen automatically pursuant to the terms of this Agreement), the Employee hereby assigns to the Company all right, title and interest, present and future, anywhere in the world, in copyright and in any other intellectual property rights in respect of all Employee Works written, originated, conceived or made by the Employee during the continuance of his/her employment with the Company.
- 14.2. **Intellectual Property Rights:** Employee must do all things reasonably requested by the Company and/or Client to enable the Company and/or Client to register, exploit and assure further the rights assigned under this clause including executing all documents, forms and authorizations required to:
- 14.2.1. Vest the intellectual property rights in relation to Employee Works in Company and/or Client;
- 14.2.2. Perfect the assignment of the aforesaid intellectual property rights to Company and/or Client; and
- 14.2.3. Give full effect to this Agreement.
- 14.3. Employee will do all acts and things required by the Company and/or Client to assist the Company and/or Client to enforce the intellectual property rights assigned under this clause in any claims or proceedings which either may bring in relation to the infringement of those intellectual property rights by any third parties.

15. PERSONAL DATA

- 15.1. Employees hereby give consent to the Company to hold, process, transfer and/or use information, which the Company currently has or which it may obtain in the future and which concerns Employee's employment with the Company.
- 15.2. The information, which the Company may hold, process, transfer and/or use shall include data related to Employee's employment, the performance of Employee's employment, personal data, credit history, medical data and criminal record which the Company may obtain from third parties or Employee. Such information shall hereinafter be referred to be as "Personal Data".
- 15.3. The holding, processing, transfer and/or use of such Personal Data shall be for purposes which are directly or indirectly related to Employee's employment with the Company or to an assignment or employment with a company affiliated with the Company or the Client of the Company
- 15.4. This consent also applies to sister concerns of the Company, which are represented in India or





with whom you have had significant contact in the course of your employment.

- 17.3. During the course of your employment and for a period of 6 month(s) after the Termination Date, you shall not either for your own account or as representative or agent for any third party, persuade, induce, encourage or procure any employee employed by the Company and/or the Client to become employed by or otherwise engaged, directly or indirectly, in any manner in any business which is in competition with the business carried on by the Company and/or the Client or terminate his employment with the Company and/or the Client.

18. RETURN OF COMPANY MATERIALS

- 18.1. The Employee shall, at the time of termination of the Employment of the Employee from the Company for any reason, return to the Company materials, documents and property, in the possession or control of the Employee relating to work done for the Company or relating to the processes and materials of the Company/the Client. The Employee shall also return to the Company/the Client all Confidential Information, including materials concerning past, present and future or potential clients, customers, products and/or services.
- 18.2. The Employee shall return to the Company/the Client all materials provided by customers of the Company/the Client and all teaching materials provided by the Company/the Client. Such materials include, but are not limited to, customer and/or vendor lists, customer and/or vendor prospect material, price lists, rate structures, and software owned or developed by the Company/the Client for any purpose in any form. The Employee also agrees to attend an exit interview if so requested by the Company/the Client.

19. TERMINATION

- 19.1. Employment may be terminated by either Party at any time by giving 15 days written notice during the probation period, and 1 month written notice after confirmation of service, to the other Party. However, the Company may at its sole discretion choose to pay you salary in lieu of your notice period, including any part thereof.
- 19.2. Your employment may, however, be terminated immediately and without notice at any time by the Company if you engage in serious misconduct including but not limited to:
- 19.2.1. Absence from your duty without notice in writing or without any sufficient reasons for eight days or more;
- 19.2.2. Misappropriation of the funds of the Company or its Clients;
- 19.2.3. Dereliction of duty, or insubordination;
- 19.2.4. Causing damage to the property of the Company or its Client;
- 19.2.5. Going on or abetting a strike in contravention of any law for the time being in force;





- 21.1. **Severability:** If any provision of these terms, or the application thereof to any person or circumstance is or is held to be invalid or unenforceable to any extent, the remainder of these terms and the application of such provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of these terms shall be valid and enforceable to the fullest extent permitted by law
- 21.1.1. Any invalid or unenforceable provision of these terms shall be replaced with a provision, which is valid and enforceable, and most nearly reflecting the original intent of the unenforceable provision. Provided however that in any such case, the Company shall always be entitled at its discretion, to cause the Employee to execute a fresh agreement (which the Employee shall not refuse to do) or to terminate the contract of employment by giving 1 month's advance notice to the Employee or 1 month's salary in lieu of such notice.
- 21.1.2. **Amendment to contract:** This Agreement may only be amended or modified by a written agreement executed by the Parties hereto.
- 21.2. **Waiver:** The failure of the Company at any time to require strict compliance or performance by the Employee of any provision hereunder or the failure to assert any right the Company may have hereunder shall in no way affect the right of the Company thereafter to enforce the same nor be deemed to be a waiver of that provision, or to enforce any of the other provisions in this Agreement; nor shall the waiver by the Company of the breach of any provisions hereof be taken or held to be a waiver of any subsequent breach of such provisions or as a waiver of the provision itself.
- 21.3. **Assignment:** This Agreement is a personal contract and the Employee's right and obligations hereunder cannot be transferred or assigned by the Employee. The rights and obligations of the Company hereunder shall be binding upon and run in favor of the successors and assigns of the Company.
- 21.4. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21.5. **Entire Agreement:** This Agreement, along with the Consent to Process Personal Data, constitutes the entire agreement between the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.
- 21.6. **Voluntary Nature of Agreement:** The Employee acknowledges and agrees that he/she is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. The Employee further acknowledges and agrees that he/she has carefully read this Agreement and has asked any questions needed to understand the terms and consequences and binding effect of this Agreement and fully understand it. Finally, the Employee agrees that he/she has been provided an opportunity to seek advice of an attorney of his/her choice before signing this Agreement.





ARTHASHASTRA
INTELLIGENCE

For and on behalf of
Arthashastra Intelligence Databases Private Limited

Signed: _____

[Handwritten signature]
07/06



Dated: _____

ACCEPTANCE

I have read, understood and accepted the terms and conditions of the above Agreement including the compensation package relating to my services and employment with Arthashastra Intelligence Databases Private Limited.

Signed: _____

[Handwritten signature]

Employee Name: *D. Lizy*

Dated: 07/06/2024



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