**EMPLOYEMENT CONTRACT**

**EMPLOYEMENT CONTRACT** (hereinafter referred to as the “Agreement”) is effectively entered into on this day \_\_\_\_ of \_\_\_\_, 2024,

**BETWEEN: [EMPLOYER]** (hereinafter referred to as the “Employer”), a duly incorporated Company under the Companies Act, 2013, with its corporate office located at **[EMPLOYER ADDRESS].**

**or**

**[EMPLOYER]** (hereinafter referred to as the “Employer”), an individual with his/her main address located at **[EMPLOYER ADDRESS].**

**AND [EMPLOYEE** with his/her main address located at **[EMPLOYEE ADDRESS].**

**BACKGROUND:**

**WHEREAS**, **[EMPLOYER NAME] (“We”, “Us”, “Our”**) is in the business of **[BUSINESS DESCRIPTION]**.

**WHEREAS**,the Company is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Company in its business.

**WHEREAS**,the Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and insufficiency of which consideration is hereby acknowledged, the Employer and the Employee (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**GENERAL:**

1. The Parties to this Agreement agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
3. The headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement or any of the provisions herein.
4. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assignees.
5. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
6. The Agreement does not permit the Employee to assign or otherwise transfer their rights and obligation under this Agreement voluntarily, or by operation of law.
7. The rights of each Party under this Agreement shall not be to the exclusion of the rights granted under applicable law but shall be in addition to such rights.
8. Time is of the essence in this Agreement. No extension or variation of this Agreement shall operate as a waiver of this provision.
9. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Company and the Employee. Any duties, obligations and liabilities still effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.
10. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

**JOB TITLE AND DESCRIPTION:**

1. The Employee shall commence employment with the Employer on the \_\_\_\_ day of \_\_\_\_, 2024 (hereinafter referred to as the “Commencement Date”).
2. The term of this Agreement shall continue until terminated by either party in accordance with the provisions of this Agreement.
3. The initial job title of the Employee will be **[JOB TITLE]**. The initial job duties the Employee will be expected to perform will be the following:
   1. **[WORK DESCRIPTION]**
   2. The Employee shall perform any other duties or tasks as may be assigned by the Company from time to time. These additional duties shall be related to the Employee’s role as a Relationship Manager and shall support the overall objectives and operations of the Company;
   3. The Employee shall be flexible and adaptable, willing to take on new responsibilities as the Company’s needs evolve.

**EMPLOYEMENT:**

1. The Company has employed the Employee to render services as described herein from the Commencement Date and the Parties hereby set forth the terms of the Employee’s employment.
2. The Employee represents and warrants to the Company that, as on the Effective Date:
   1. he is free to enter into employment with the Company without violation of any third party rights and that the employment with the Company shall not result in a violation of any agreement or restrictive condition that he may have with any third party including former Employers;
   2. he is not a party to any arrangement or agreement which will compromise his ability to carry out the duties for the Company;
   3. all information provided by the Employee in this Agreement is truthful and accurate;
   4. he is competent to enter into this Agreement and capable of performing the obligations hereunder.
3. The Employee agrees to diligently, honestly, and to the best of their abilities, perform all duties assigned to them.
4. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Company.
5. The Employee will perform any and all duties as required by the Company that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Company.
6. The Company may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Company. The Employee’s job title or duties may be changed by agreement and with approval of both the Employee and the Company or after a notice period required under law.
7. The Employee agrees to abide by the Employer’s rules, regulations, guidelines, policies and practices, including those concerning work schedules, annual leave and sick leave, as they may from time to time be adopted to modified.

**TIME AND PLACE OF WORK:**

1. The standard working hours for the Employee shall be from **[Start Time]** to **[End Time]**, **[Days of the Week]**. The Employee is expected to work a minimum of **[Number]** hours per week.
2. Due to the nature of the role, the Employee may be required to work beyond standard working hours, including evenings, weekends, and public holidays. The Employee agrees to such flexibility as necessary to fulfill their duties.
3. The principal place of work from where the Employee shall perform services for the Company will be the Company's offices located in **[PLACE OF WORK]**.
4. The Employee may also be required to travel to various locations. Such locations shall be communicated to the Employee in advance, and reasonable travel expenses incurred in the course of such duties shall be reimbursed by the Company in accordance with its expense reimbursement policy.
5. The Employee may occasionally be required to work from other locations, including but not limited to client sites, meeting venues, or other places as required by the Company to effectively perform their duties.
6. The Employee is expected to maintain regular attendance and punctuality. Any planned absences or late arrivals must be communicated to the Employee’s supervisor as soon as possible. In case of unforeseen circumstances leading to absence or tardiness, the Employee must inform the Company at the earliest opportunity and follow the Company’s procedures for reporting absences.
7. The Company reserves the right to change the Employee’s working hours or place of work, either temporarily or permanently, based on business needs and with reasonable notice provided to the Employee. Any permanent change to the Employee’s working hours or place of work shall be documented in writing and agreed upon by both the Company and the Employee.

**DUTIES AND OBLIGATIONS:**

1. The Employee agrees to devote his full time and attention to provide services and perform such other duties as required by the Company.
2. The Employee, shall at all times, be subject to and bound by the policies, rules and regulations of the Company as may be in force from time to time or as may be brought to his notice by the Company.
3. The Employee shall not commit any act or misconduct, or commit any acts subversive to the discipline of the Company, or otherwise misbehave in a manner that would be construed as being in violation of the rules of the Company for the time being in force.
4. The Employee agrees that during the term of his employment, he shall work exclusively for the Company and will not perform or undertake to perform any work for any other Person without the specific prior written permission of the Company for each such instance of work.
5. The Employee shall have the power to sign contracts, deeds and documents proposed to be executed by the Company, to represent the Company in dealings with the Government and other authorities and to sign pleadings and applications required to be filed in any legal proceedings by or against the Company, subject, however, to such action having first been approved by the Board or in pursuance of a power of attorney granted in favour of the Employee by the Company. In the event the Company is held liable for any damage, loss, claim or action arising directly or indirectly from his action in violation of this Clause, the Employee shall indemnify the Company, its shareholders, officers, directors, employees, and professional representatives to the maximum extent permissible under Applicable law for the time being in force in India.

**REMUNERATION AND BENEFITS:**

1. The Employee shall receive a monthly salary of **[Salary Amount]** Indian Rupees (INR), payable in accordance with the Company’s standard payroll practices. This salary shall be subject to all applicable taxes and deductions as required by law.
2. The Employee may be eligible for performance-based bonuses, subject to the Company’s discretion and based on the Employee’s performance and contribution to the Company’s objectives. The criteria for such bonuses shall be determined by the Company and communicated to the Employee.
3. The Employee shall be entitled to participate in any health insurance plans, retirement plans, and other benefits that the Company offers to its employees, subject to the terms and conditions of such plans.
4. The Company shall reimburse all expenses actually and properly incurred by the Employee in the course of business of the Company during the term of employment of the Employee with the Company and in accordance with relevant Company policy (as amended from time to time by the Company in its sole and absolute discretion), upon presentation of appropriate documentation of such expenses at such time and in such form and manner as the Company may prescribe.
5. The Employee shall be entitled to **[Number]** days of paid annual leave per year, accruing at the rate of **[Number]** days per month of completed service. Leave shall be taken at times agreed upon with the Company and subject to the Company’s leave policies.
6. In addition to annual leave, the Employee shall be entitled to statutory holidays and other leave as required by law.
7. The Company shall deduct from all compensation or benefits payable pursuant to this Agreement such withholding and other taxes as are required by Applicable Law, any debts owed by the Employee to the Company and any deduction from remuneration to which the Employee has previously signified his consent in writing.
8. The Employee shall not be entitled to any benefits over and above what he is entitled to under this Agreement and any statutory benefits accruing to him under Applicable Law. The holidays and the leave entitlement of the Employee shall be governed by the Company’s policies as amended from time to time by the Company in its sole and absolute discretion.
9. The Employee’s salary and benefits shall be subject to periodic review by the Company, and adjustments may be made based on the Employee’s performance, changes in market conditions, and the Company’s financial position.

**CONFIDENTIALITY:**

1. Confidential Information (hereinafter referred to as the “Confidential Information”) refers to any data or information relating to the business of the Company which would reasonably be considered to be proprietary to the Company including, but not limited to, accounting records, business processes, and User records and that is not generally known in the industry of the Company and where the release of that Confidential Information could be reasonably be expected to cause harm to the Company.
2. The Employee agrees that they shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which they may have obtained, except as required by the Company or law. The obligations of confidentiality shall apply during the term of this Agreement and shall survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Company to the Employee under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Employee.
4. The Employee is hereby obliged to maintain strict confidentiality regarding all information shared by Users during sessions, whether online or offline, and shall not disclose this information to any third-party without the explicit consent of the User, except as required by law.

**NON-COMPETE AND NON-SOLICIT**

1. The Employee covenants and agrees that during the course of his employment starting from the Effective Date the Employee shall not:
   1. carry on or participate (whether as a partner, shareholder, principal, agent, director, employee or consultant) in any business and/ or activity which is the same as or substantially similar to the Business, including in the business of any Competitor, other than through the Company;
   2. render any services to a Competitor or enter into employment with any of the Competitors;
   3. solicit or influence or attempt to influence any client, customer or other Person to direct its purchase of the products and/or services of the Company to itself or any Competitor; and/or
   4. solicit or attempt to influence any Person, employed or engaged by the Company (whether as an employee consultant, advisor or distributor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any other Person which is a Competitor of the Company.
2. The Employee covenants and agrees that during the course of his employment starting from the Effective Date the Employee shall not, directly or indirectly:
   1. attempt in any manner to contact any client/customer or solicit from any client/customer, except on behalf of the Company, business of the type carried on by the Company or to persuade any Person, which is a client/customer of the Company to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company or damage in any way the business relationship that the Company has with any customer/client, whether or not the relationship between the Company and such client/customer was originally established in whole or in part through his efforts; or
   2. employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding twelve (12) months.
3. The Employee undertakes to ensure that all business opportunities known to him or made known to him at any time, with respect to and/or connected with the Business are referred to the Company.

**INTELLECTUAL PROPERTY:**

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (hereinafter referred to as the “Intellectual Property”) that is developed or produced under this Agreement, will be the sole property of the Company. The use of Intellectual Property by the Company will not be restricted in any manner.
2. It is hereby clarified that all rights, titles, and interests of the Company, including all associated intellectual property rights, are owned or licensed to the Company. Subject to the provisions of this Agreement, the Employee is granted a non-transferable, limited right to use the Company’s name during the term of this Agreement.
3. The Employee hereby understands and agrees that the of the Employer, including but not limited to videos, audios, blogs, photographs, merchandise, or any other material that may be contained in the advertisements, email advertisements, or email newsletters, is protected by the applicable intellectual property laws. These include, but are not limited to, trademarks, copyrights, service marks, device marks, patents, and designs.
4. The Employee shall not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Company. The Employee shall be responsible for any and all damages resulting from unauthorized use of the Intellectual Property.
5. The Employee understands and agrees that they are prohibited from engaging in activities such as, including but not limited to, copying, reproducing, distributing, translating, adapting, performing, creating derivative works, publishing, renting, or commercially selling any content available on the Platform without express authorisation from the Company.
6. Upon the expiry or termination of this Agreement, the Employee shall return to the Company, any property, documentation, records, or confidential information which is the property of the Company.
7. Except as explicitly outlined in these Terms, nothing within this Agreement should be interpreted as granting any rights or licenses to our or any third party's intellectual property rights.

**INDEMNIFICATION:**

1. Except to the extent paid in settlement and to the extent permitted under any applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assignees against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying Party, its respective affiliates, officers, agents, employees, and permitted successors and assignees that occurs in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

**TERMINATION:**

1. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Company will discontinue operating its business at the location where the Employee is employed, then, at the Company’s sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Company ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date of this Agreement.
2. The Company reserves the right to terminate the Employee’s employment at any time, with or without cause, by providing **[Number]** days’ written notice to the Employee. In cases of gross misconduct or severe breaches of company policies, termination may be immediate and without notice. Examples of grounds for immediate termination include, but are not limited to:
   1. Gross misconduct;
   2. Theft or fraud;
   3. Violation of company policies or procedures;
   4. Unsatisfactory performance;
   5. Unauthorized disclosure of confidential information;
   6. Misrepresentation or falsification of records
3. The Employee and the Company agree that reasonable and sufficient notice of termination of employment by the Company is the greater of one (1) month or any minimum notice required by law.
4. The Employee may terminate their employment at any time by providing three (3) months written notice to the Company. The Employee is expected to continue performing their duties during this notice period unless otherwise agreed upon by the Company.
5. If the Employee’s performance is deemed unsatisfactory, the Company shall provide the Employee with a performance improvement plan outlining specific areas of concern and the expected improvements. If the Employee fails to meet the required performance standards within the designated improvement period, the Company reserves the right to terminate the employment.
6. During the notice period, whether initiated by the Company or the Employee, the Employee is expected to continue performing their duties and assist in the transition of their responsibilities. The Company may, at its discretion, relieve the Employee of some or all of their duties during the notice period.
7. Upon termination of employment, the Employee shall be entitled to receive:
   1. Payment for all work performed up to the date of termination;
   2. Reimbursement for any approved expenses incurred up to the date of termination;
   3. Any accrued but unused leave, in accordance with the Company’s leave policy.
8. The Employee shall return all Company property, including but not limited to, keys, access cards, electronic devices, documents, and any other materials belonging to the Company, no later than the final working day.
9. The final settlement of all dues shall be made within fifteen (15) days of the termination date. This settlement shall include all outstanding payments owed to the Employee, subject to any deductions authorized by law or Company policy.
10. Any disputes arising out of or relating to the termination of employment shall be resolved through mutual consultation and negotiation. If such efforts fail, the disputes shall be settled in accordance with the Company’s dispute resolution policy or as agreed upon by both parties.

**REMEDIES:**

1. Notwithstanding anything contained herein, the Employee acknowledges that a breach of any of the covenants contained in this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain remedies available under Applicable Law including but not limited to injunctive relief through any court of competent jurisdiction. The injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

**NOTICES:**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties’ following addresses:
   1. **[EMPLOYER NAME]**

**[EMPLOYER EMAIL]**

**[EMPLOYER ADDRESS]**

1. **[EMPLOYEE NAME]**

**[EMPLOYEE EMAIL]**

**[EMPLOYEE ADDRESS]**

**JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION:**

1. This Agreement shall be governed by and construed in accordance with the laws of [STATE OR COUNTRY].
2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [City], [COUNTRY]. Each party hereby submits to the jurisdiction of such courts and waives any objection to venue laid therein.

**SEVERABILITY:**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER:**

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.
2. No failure or delay by either party to this Agreement In exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right , power, privilege provided in this Agreement.

**MODIFICATION/ALTERATION:**

1. Any amendment or modification to the terms of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall only be binding if evidenced in writing and signed by the Parties or their authorized legal representatives.

**IN WITNESS WHEREOF THE PARTIES HAVE DULY AFFIXED THEIR SIGNATURES UNDER HAND AND SEAL ON THIS DAY \_\_\_\_ OF \_\_\_\_, 20\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[EMPLOYER NAME] [EMPLOYEE NAME]**