EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (Hereinafter, the ***“Agreement”***) is entered into on this \_\_ day of **\_\_\_\_\_\_, 2019** (herein after referred to as ***"Effective Date***"),

**BY AND BETWEEN**

**\_\_\_\_\_\_\_,** a company, incorporated under the \_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_ (hereinafter referred to as the ***“Company”*** or “Employer”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns),

**AND**

Mr. **\_\_\_\_\_** son of \_\_\_\_\_\_ aged **\_\_** years and residing at **\_\_\_\_\_\_\_** (Hereinafter referred to as the ***"Employee"***, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns).

**WHEREAS,** the Company is engaged in the business of \_\_\_\_\_\_\_\_.

**WHEREAS,** the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by the Company;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Employee as follows:

1. **EMPLOYMENT**
2. This Agreement sets out the terms of employment of the Employee and the duration of this agreement shall be for a period of **\_\_\_** from the Effective date of the Agreement. The Employee has been appointed as the **\_\_\_\_\_** of the Company.
3. The Employee will be required to carry out all duties which are normally associated with employment in this position along with those duties which may be prescribed by the Employer.
4. **TERM AND PROBATION PERIOD**
5. The Employee agrees that the first \_\_\_\_ of his employment shall be constituted as probationary period (**“Probationary Period”**), a period during which, the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.
6. After the end of the Probationary Period, this Agreement may be terminated in accordance with Clause 10 of this Agreement.
7. **PERFORMANCE OF DUTIES**
8. The Employee agrees that during the Employment Period, he/she shall devote his/her full business time to the business affairs of the Company and shall perform the duties assigned to him/her faithfully and efficiently, and shall endeavor, to the best of his/her abilities to achieve the goals and adhere to the parameters set by the Company from time to time.
9. The Employee’s prime responsibility shall be to \_\_\_\_\_\_\_
10. **COMPENSATION**
11. The Employee shall be entitled to receive an annual CTC of **\_\_\_\_\_** towards the services he has provided under this Agreement and shall be subject to increment or decrement by the Employer in accordance with the performance, determination of which shall at the discretion of the Employer.
12. All compensation entitled to the Employee shall be subject to statutory deductions by the Employer.
13. **OBLIGATIONS OF THE EMPLOYEE**
14. Upon execution of this Agreement, the Employee shall not engage in any sort of theft, fraud, misrepresentation or any other illegal act neither in the employment space nor outside the premise of employment. If he shall do so, the Company shall not be liable for such an act done at his own risk.
15. The Employee shall always ensure that his conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time.
16. Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with Company ends and continues for so long as such Confidential Information remains a trade secret.
17. **LEAVE POLICY**
18. The Employee is entitled to \_\_ days of paid casual leaves in a year and \_\_\_ days of sick leave. In addition, the Employee will be entitled to 10 public holidays mentioned under the Leave Policy of the Employer.
19. Holiday Encash clause as per discretion.
20. If the Employee is absent from work due to sickness or injury for more than \_\_\_ consecutive days he must submit to the Employer a self-certification form. If such absence lasts for more than \_\_\_ consecutive days the Employee must obtain a medical certificate from his doctor and submit it to the employer.
21. **NON-COMPETE AND NON-SOLICIT**

The Employee hereby agrees that, during the duration of his Employment under this Agreement, the Employee will not, whether in India or elsewhere in the world, compete, directly or indirectly with, or own, manage, operate, control or participate in or be connected with the ownership, management, operation or control of any business that is similar to or in competition with the Business or any business of the affiliates of the Employer, or canvass, solicit or entice away from the Employer or endeavor to solicit or entice away from the Employer.

1. **NON-DISCLOSURE**

The Employee hereby agrees that, during the duration of his/her Employment and after the termination of this Employment Agreement, the Employee will adhere to not disclose any facts, terms, scope of services provided by the Employer or Employee or any other confidential information of the Employer to any third party or entity, other than his legal representative, or any governmental representative. Such disclosure of information shall be to the extent required by law or applicable regulation, Employee may also disclose the provisions of this Agreement to the appropriate taxing authorities.

1. **CONFIDENTIAL INFORMATION**

The Employee acknowledge that the existence and the terms of this Employment Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information.

Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:

* 1. is or will be in the public domain (other than through the receiving Party’s unauthorized disclosure);
  2. is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or
  3. is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.

1. Disclosure of any confidential information by the Employee shall be deemed disclosure of such confidential information by the Employee, who shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.
2. **TERMINATION**

The Employer and the Employee may terminate this Agreement and the employment of the Employee by giving the other Party **\_\_\_** notice in writing.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India.

1. **NOTICES**
   * 1. Any notice or other communication required or which may be given hereunder shall be in writing.
     2. Dispute Resolution and Jurisdiction: The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this Agreement shall be resolved by reference to the court of competent jurisdiction over the subject matter of the dispute. The Parties hereby agree to submit themselves to the exclusive jurisdiction of the courts in \_\_\_\_\_\_\_\_, India.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the date first set out above:

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| --- | --- |
| For **\_\_\_\_\_\_**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:**  **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For **the Employee**  **Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |