

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the 04 day of July 2022.

BETWEEN

Odoo IN Pvt. Ltd. Company incorporated under the laws of the Government and having its Registered Office at **GANDHINAGAR** (hereinafter referred to as the Company)

And

Ms/Mr. Minaxi Vanani (miva), D/o or S/o of Hemnatbhai Vanani resident of Fulgram (hereinafter referred to as the Employee). Together referred to as the Parties.

It is agreed that the Company will employ Ms/Mr Minaxi Vanani (miva) as (Employee) of the Company on the terms and conditions as laid down in the Annexure to this Agreement appended hereto, and on terms and conditions as enumerated hereinafter in this Agreement:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

1.1 “Associate Company” means a subsidiary and any other Company which is for the time being a holding Company of the Company.

1.2 “Calendar Year” means the Calendar year which shall run from the 1st day of January to the 31st day of December every year.

1.3 “Probation Period” means the initial period of three months extensible by a further period of three months on the commencement of the Employment of the Employee.

1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1.5 Any reference to a Statutory provision shall be deemed to include a reference to any Statutory Amendment, modification or re-enactment of it.

1.6 Any reference to the Company shall if appropriate include his authorized representatives Agreement

1.7 References in this Agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, sub-clause, schedule or paragraph of this Agreement.

2. TERMS OF EMPLOYMENT

2.1 The Employment of the Employee shall be deemed to have commenced on the date of actual reporting in the premises of the Company pursuant to the execution of this Agreement.

2.2 The Employee shall be under the period of probation on commencement of his employment. Period of probation shall be for one year. The Company shall have the option to extend the period of probation by a further period of one year, without assigning any reason to the Employee.

3. DUTIES

The Employee shall during his employment with the Company under this Agreement:

3.1 Perform the duties and exercise the powers which the Company may from time to time properly assign to him in his capacity as (Job title) or in connection with the business of any of its Associated Company.

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3.2 The Company shall be at liberty to appoint any other person to be (job title) of the Company jointly with the Employee and to assign to him duties and responsibilities identical or similar to those assigned to the Employee under this Agreement.

4. HOURS OF EMPLOYMENT

4.1 The Employee shall carry out his duties between 10.00 A.M to 7.00 P.M and during such hours as the Company may from time to time reasonably require him to work. Employee shall be required to work for a minimum of 40 hours per week, Monday to Friday.

5. PLACE OF EMPLOYMENT

5.1 The Employee's place of Employment shall be [Odoo IN Pvt. Ltd; 401 & 402, 4th Floor, IT Tower 3, InfoCity, Gandhinagar – 382007], but the Company shall be entitled to require the Employee to work at any other place of business of the Company, whether on a temporary or permanent basis as the Company shall from time to time direct.

5.2 The Company shall be entitled to change the place of employment of the Employee or place him with any of the Associate Company whether on a temporary or permanent basis. Irrespective of his place of employment, the Employee shall be governed by the terms and conditions as enumerated under this Agreement.

5.3 The Employee shall, in the performance of his duties, be required to travel from his place of employment within the country or abroad.

6. REMUNERATION

6.1 The Employee shall be entitled to be paid by the Company monthly salary as arrears from 1st to 14th Of next month, by direct credit to his bank account.

6.2 The Company shall review the Employee's salary on or around the anniversary of this employment and the salary rate may be increased, based on his performance and/or any other yardstick which the Company use as a matter of its policy, with effect from any such review date.

7. LEAVES

7.1 For the purpose of leaves the year shall run from 1st January to 31st December.

7.2 Every Employee will be getting 12 leaves in a Year as C.L. and National holidays [decided by company]. No Casual Leaves will be provided for 1st Six Month's of Probation.

7.3 Who has completed 5 years in company will be getting 09 Sick Leaves, 06 Sick Leaves for those who has completed 2 years in company, 03 Sick Leaves for those who has completed their Probation period of 1 year, No Sick Leaves for those who are under their Probation Period., but only on submission of medical certificate. Leaves of half day, One day can't qualify as Medical Leaves.

7.4 An employee has to report about his/her planned leave to the Supervisors, HR department atleast a week before and update the same on server. All the employee's have to inform their supervisor and HR Department through mail/telephone/SMS, for any unplanned leave. The employee has to update this leave on the server immediately after resuming the duty. If at the end of month, it is found that leaves have not been updated on server appropriately, then it will draw disciplinary actions.

8. ABSENCE DUE TO SICKNESS OR INJURY

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8.1 If the Employee is unable to attend work, the Employee must advise the Director or Manager & HR of the Company of the reason by 10.00 A.M on the first day of his absence. Employee must continue to keep the Director or Manager & HR informed on a regular basis.

8.2 It is a condition of employment that the Company may require the Employee to be medically examined by one of the Company Medical Advisers at any time in connection with the sickness causing the Employee's absence.

9. DISCRETIONARY LEAVE

9.1 The Company shall on its own discretion grant leaves on prior notice by the Employee. In an emergency where prior approval cannot be sought the Employee must contact the Director or Manager & HR at the earliest possible opportunity.

9.2 Absence from work of the Company for reasons other than personal sickness or injury needs the agreement of the Director or Manager & HR of the Company.

9.3 Company shall automatically suspend payment of salary and related allowances of the Employee after his absence for two working days without reasonable explanation. [The Employee needs to present a Medical bill signed and attested by the doctor]. If the Employee's absence continues beyond 10 working days it will be assumed that the Employee have terminated the Contract Of Employment without giving the required period of notice.

10. TERMINATION OF CONTRACT

10.1 The Company shall be entitled to terminate the services of the Employee after serving a Notice of 1 week during the period of probation or salary in lieu of the Notice.

10.2 The Company shall be further entitled to terminate the services of the Employee after his confirmation. However, the notice period of termination in such a case shall be 1.5 months or salary in lieu of the Notice.

10.3 The Employee shall be entitled to terminate his services with the Company during the period of probation after serving on the Company a Notice of two weeks and after his/her confirmation a notice of one month. The company does not pay any experience certificate to probationary employees, who resign during their probation period.

10.4 The Company is not liable to pay any documents if notice period is not served by the employee. Either, the employee has to refund a month's salary to Tiny ERP Pvt. Ltd., in lieu of notice period, or serve the notice period. During the notice period, an employee is not entitled for Paid leaves.

11. CHANGE OF JOB

11.1 The Employee shall be required to accept variation in the content of their job or transfer to a similar job subject to:

11.1.1 Any such variation of change in job content or transfer being consistent with the type of work normally undertaken by the Employee.

11.1.2 On terms no less favorable than currently apply to the Employee.

11.1.3 If an employee failed to submit Relieving documents from previous employer then any

11.1 In case an employee is failed to submit their relieving or experience letter from previous company will be responsible for any sought of jurisdiction or objection undertaken by the previous employer, in that case Tiny ERP Pvt, Ltd. (A division of odoo S.A) will not be responsible for it.

11.2 Legal issues related to previous employer will be solely handled by the employee itself and Odoo IN Pvt. Ltd. (A Division of Odoo S.A) will not be responsible for such type of jurisdictions cases.

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12. SUPPLEMENTARY EARNED INCOME

12.1 The Employee shall not during the Employment by the Company undertake any other work with or without payment in cash or in kind, either as an employee or as a self-employed person.

["Specially Business around openerp, open object, or any other related/similar products or any other product connected for it."]

13. CONFIDENTIALITY

13.1 The Employee shall during the course of his employment under this Agreement keep all the information in respect of the business and financing of the Company and its dealing transactions and affairs and like wise in relation to its Associated Companies all of which information is or may be confidential.

13.2 The Employee shall not during or after the period of his Employment under this Agreement divulge to any person whatever or otherwise make use of any trade secret or any confidential information concerning the business or finances of the Company or any such information concerning its Associated Companies.

13.3 All notes and memorandum of any trade secrets or confidential information concerning the business of the Company and Associated Companies or any of its suppliers, agents, distributors or customers which shall be acquired, received or made by the Employee during the course of his employment shall be the property of the Company and shall be surrendered by the Employee to the Company on the termination of his employment or at any time when required by the Company during the course of his employment.

14. INVENTIONS

14.1 The Parties agree that in case of any discovery or creation of Intellectual Property by the Employee during the course of his employment under this Agreement then in that case the Employee has a special obligation to further the interests of the Company.

14.2 The Employee if at any time during his employment under this Agreement makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company or any of its Associated Companies full details of the Intellectual Property shall immediately be communicated to the Company by the Employee and shall be the absolute property of the Company.

14.3 The Employee shall, at the expense of the Company, supply all such information, data, drawings, programs, and any other novel software as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent, copy right or any other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

14.4 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made during the employment of the Employee under this Agreement and shall be binding upon his representatives.

15. NON-SOLICITATION

15.1 The Employee covenants with the Company that:

He will not, after ceasing to be employed under this Agreement, without the written permission of the Company in connection with, or for carrying on of any business similar to or in competition with the business of the Company period on his own behalf or on behalf of any person firm or company directly or indirectly. During your employment

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with Tiny ERP Pvt. Ltd., Odoo if found associated with freelancing or dual employment then it can lead to legal affairs.

[“Specially Business around openerp, open object, or any other related/similar product or any other product connected for it.”]

15.2 Seek to procure orders from or do business with any person, firm or company who has at any time during the two years immediately preceding such cessation, done business with the Company, or Associated Companies.

16. ARBITRATION

16.1 Where any controversy, dispute or disagreement arises between the Employee and the Company as to interpretation or application of any of the terms, conditions, requirements or obligation under the Agreement or the performance hereof which the Parties are unable to resolve by Agreement, the Parties hereby agree to refer the controversy, dispute or disagreement to arbitration of the person mutually agreed by the Parties.

16.2 All Arbitration proceedings shall be conducted in english and the venue for conducting such proceedings shall be at Gandhinagar.

16.3 The Parties hereby agree that a matter may be referred to arbitration as provided herein, the Parties shall nevertheless, pending the resolution of the controversy, dispute or disagreement, continue to fulfill their obligations under this Agreement, so far as they are reasonably able to do so.

17. JURISDICTION

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

For and on behalf of

Tiny ERP Pvt. Ltd. (A Division of Odoo S.A)

Praagya Joshi

Department: Human Resources

Place: Gandhinagar

BY THE EMPLOYEE: I hereby acknowledge receipt of the statement of the Main terms and Conditions of Employment, and having read and understood them, agree that they apply to my employment with the Company above named and are a complete replacement of any terms and conditions applying before the set out below.

Sign: *Minaxi Vanani (miva)*

Date: 10/31/2022