**EMPLOYMENT CONTRACT**

This Employment Contract (hereinafter referred to as the "Agreement") is made on this 26th day of September, 2024

BETWEEN

Company XYZ, a company incorporated under the Companies Act, 2013, having its registered office at 123 Tech Park, Cyber City, Gurugram, Haryana 122002 (hereinafter referred to as the "Company")

AND

Mr. Ram Kumar, son of Mr. Suresh Kumar, residing at 456 Green Avenue, Sector 18, Noida, Uttar Pradesh 201301 (hereinafter referred to as the "Employee")

WHEREAS the Company is desirous of appointing the Employee as Software Engineer and the Employee has agreed to accept the employment on the terms and conditions set forth in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. APPOINTMENT AND TERM 1.1 The Company hereby appoints the Employee as Software Engineer, and the Employee accepts this appointment. 1.2 The employment shall commence on October 1, 2024, and shall be subject to a probationary period of six months. The Company may, at its sole discretion, extend the probationary period. 1.3 Upon successful completion of the probationary period, as determined by the Company, the employment shall continue unless terminated in accordance with the provisions of this Agreement.
2. DUTIES AND RESPONSIBILITIES 2.1 The Employee shall perform such duties as are assigned by the Company from time to time, which may be modified at the Company's discretion. 2.2 The Employee shall devote his full time, attention, and abilities exclusively to the Company's business during the term of employment. 2.3 The Employee agrees to work overtime hours as required by the Company, without additional compensation.
3. REMUNERATION 3.1 The Employee shall be paid a gross salary of INR 12,00,000 (Twelve Lakhs Rupees) per annum, payable in 12 equal monthly installments. 3.2 The salary shall be subject to statutory deductions as per Indian law. 3.3 The Company reserves the right to modify the Employee's compensation structure at any time, with or without notice.
4. WORKING HOURS AND LEAVE 4.1 The standard working hours shall be from 9:00 AM to 6:00 PM, Monday to Saturday. However, the Employee agrees to work flexible hours as per the Company's requirements. 4.2 The Employee shall be entitled to 12 days of paid leave per annum, in addition to public holidays as declared by the Company. 4.3 Unused leave shall lapse at the end of each calendar year and shall not be carried forward or encashed.
5. CONFIDENTIALITY AND NON-DISCLOSURE 5.1 The Employee shall not, during the term of employment and for a period of five years thereafter, disclose any confidential information relating to the business of the Company to any person or entity. 5.2 The Employee agrees that all information, including but not limited to client lists, business strategies, and technological innovations, shall be considered confidential information.
6. INTELLECTUAL PROPERTY 6.1 All intellectual property created by the Employee during the course of employment, whether during or outside working hours, shall belong exclusively to the Company. 6.2 The Employee agrees to promptly disclose and assign all such intellectual property to the Company.
7. NON-COMPETE AND NON-SOLICITATION 7.1 During the term of employment and for a period of two years thereafter, the Employee shall not engage in any business that competes with the Company. 7.2 The Employee shall not, for a period of two years after termination of employment, directly or indirectly solicit any employees, clients, or customers of the Company.
8. TERMINATION 8.1 During the probationary period, either party may terminate this Agreement by giving one week's notice. 8.2 After the probationary period, the Company may terminate this Agreement by giving one month's notice or salary in lieu thereof. 8.3 The Employee must provide three months' notice to terminate this Agreement after the probationary period. 8.4 The Company may terminate this Agreement immediately without notice for cause, including but not limited to breach of contract, misconduct, or unsatisfactory performance.
9. GOVERNING LAW AND JURISDICTION 9.1 This Agreement shall be governed by and construed in accordance with the laws of India. 9.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Gurugram, Haryana.
10. AMENDMENTS 10.1 The Company reserves the right to amend the terms of this Agreement at any time, and such amendments shall be binding on the Employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For Company XYZ Employee

Authorized Signatory Ram Kumar Name: Vikram Malhotra Designation: CEO

Witness 1: Witness 2:

Name: Anjali Singh Name: Rahul Sharma Address: 789 Oak Lane, Mumbai Address: 101 Pine Street, Bangalore