



EMPLOYMENT AGREEMENT (Full Template – 10 Pages)

Company Name: NovaEdge Technologies Pvt. Ltd.

Employee Name: Aarav Sharma

Position: Lead AI Engineer

Start Date: July 1, 2025

Location: Bangalore, Karnataka, India

1. AGREEMENT OVERVIEW

This Employment Agreement ("Agreement") is entered into as of **June 15, 2025**, by and between:

- **NovaEdge Technologies Pvt. Ltd.**, a private limited company having its registered office at **#501, Indiranagar Main Road, Bangalore, Karnataka, 560038** ("Company");
- and **Mr. Aarav Sharma**, residing at **22, LBS Nagar, Bangalore, Karnataka, 560017** ("Employee").

This Agreement sets forth the terms and conditions of the Employee's employment with the Company, effective as of the Start Date.

2. POSITION & DUTIES

- **2.1 Title:** Lead AI Engineer
- **2.2 Reporting To:** CTO or such other executive as designated.
- **2.3 Responsibilities:** Design, build, and optimize AI/ML pipelines, lead a team of engineers, contribute to architectural decisions, and support R&D innovation.
- **2.4 Full-Time Commitment:** The Employee shall devote full working time and attention to the Company and shall not engage in other employment or consulting during the term of employment without prior written approval.

3. TERM OF EMPLOYMENT

- Employment will commence on **July 1, 2025**, and shall continue unless terminated in accordance with Section 9.
- This is an **at-will employment**, meaning either party may terminate this Agreement at any time, with or without cause, subject to notice provisions.

4. COMPENSATION & BONUS

- **4.1 Annual CTC:** ₹32,00,000 (Thirty-Two Lakhs Only), payable monthly in arrears.
- **4.2 Performance Bonus:** Up to 15% of annual CTC, based on Company performance and individual KPIs.

- **4.3 Stock Options:** Eligible to participate in the NovaEdge ESOP program, subject to Board approval.
 - **4.4 Deductions:** Statutory and other applicable deductions will apply.
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5. BENEFITS & EXPENSES

- Health, dental, and vision insurance for Employee and eligible dependents.
 - Provident Fund, Gratuity, and Professional Tax as per Indian law.
 - Reimbursement for work-related travel and certifications upon submission of valid receipts.
 - Annual leave of **24 working days**, 10 public holidays, and 10 sick leaves.
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6. CONFIDENTIALITY & NON-DISCLOSURE

- Employee shall not disclose or use any Company Confidential Information for any purpose outside the scope of employment.
 - Obligation survives the termination of this Agreement.
 - Confidential Information includes but is not limited to algorithms, code, customer lists, strategy documents, pricing, and internal emails.
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7. INTELLECTUAL PROPERTY (IP)

- All inventions, discoveries, processes, and work products created during the term of employment shall be the exclusive property of the Company.
 - The Employee agrees to assign and transfer all rights, title, and interest in such IP to the Company.
 - Employee shall cooperate with Company in filing patent/trademark applications, if required.
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8. NON-COMPETE & NON-SOLICITATION

- **8.1 Non-Compete:** For a period of 12 months post-termination, the Employee shall not engage in or work for any direct competitor of NovaEdge Technologies in India.
 - **8.2 Non-Solicitation:** For a period of 18 months, the Employee shall not solicit any client, customer, or employee of the Company for personal gain or business interests.
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9. TERMINATION & NOTICE

- **9.1 Voluntary Termination:** Employee must provide 60 days' written notice.

- **9.2 Termination for Cause:** The Company may terminate employment immediately for misconduct, breach of confidentiality, fraud, or violation of law.
- **9.3 Severance:** If terminated without cause, the Company shall provide a severance equal to 2 months' salary.
- **9.4 Return of Property:** Upon termination, the Employee shall return all Company assets, including devices, documents, and access credentials.

10. ARBITRATION & GOVERNING LAW

- **10.1 Dispute Resolution:** All disputes arising out of or relating to this Agreement shall be resolved through confidential arbitration in **Bangalore**, in accordance with the Arbitration and Conciliation Act, 1996.
- **10.2 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of **India**.
- **10.3 Jurisdiction:** Courts located in Bangalore shall have exclusive jurisdiction.

11. GENERAL PROVISIONS

- **11.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties.
- **11.2 Severability:** If any part of this Agreement is held to be invalid, the remaining provisions shall remain in full force.
- **11.3 Amendments:** No modification shall be valid unless in writing and signed by both parties.
- **11.4 Assignment:** This Agreement may not be assigned by the Employee without the Company's consent.

12. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For NovaEdge Technologies Pvt. Ltd.

Raghav Iyer
Chief Technology Officer
Date: _____

Employee

Aarav Sharma

Date: _____