

ARTICLES OF AGREEMENT made at Mumbai this 3rd day of September '2021 between NeoSOFT Technologies International (hereinafter referred as "The Company") having its office at _____ of the First Part and Pravin Madhav Satpute an Indian residing at and having permanent address at Mu/Post - Sukewadi Ta-Sangamaner, Gavathan, Sukewadi, Sangamner, Ahmadnagar, Maharashtra - 422605 (hereinafter referred to as "The Trainee") of the Second Part AND _____ (hereinafter referred to as the "The Surety/Sureties") which expression shall be deemed to include his /their executors, heirs and administrators of the Third Part.

WHEREAS the Company is involved in the business of Software Development, Information Technology, Problem Solving or Consultancy and as of present and the foreseeable future specifically in the business of Computer and Management Consultancy - offering services and products both in India and abroad.

WHEREAS the possession of the above problem solving techniques and effective use of high technology and equipments can be acquired mainly through Training.

WHEREAS the training is of a duration of Six (6 Months) months and is liable to be extended by a further duration based on the performance of the Trainee during the Training Programme, of which the Company shall be the sole judge.

WHEREAS the above mentioned training involves considerable expenditure - both direct and indirect, financial and un-liquidated-related to faculty and guidance from the senior and experienced staff, Hardware Cost, Internet connectivity cost, computer time, support facilities, and stipend to the Trainee while under training.

WHEREAS this training substantially improves the Trainee's professional standing and it has been imparted by the Company at considerable expenditure as aforesaid, the Company will charge a subsidized fees of Rs. 1,00,000/- which will become payable on his joining the Company. The fees will, however, be refunded on satisfactory completion of the commitment (elaborated below) from the employee. The commitment by the employee is meant to recover the partly expenditure made by the Company.

WHEREAS the expenditure involved in training the employee is several times in excess of the fees amount demanded from him/her.

IT IS NOW HEREBY AGREED AS UNDER:

1. The Trainee undertakes to serve the Company or any of its associated or affiliated companies to which he/she may be transferred for a minimum period of 27 Months months from the date of joining the Company and he/she agrees not to take employment with any other person, firm or company during such period. The Trainee is giving this undertaking in lieu of the considerable expenditure incurred by the Company on him/her and the stipend paid to him.
2. Since the liability to pay the fees of Rs. 1,00,000/- to the Company arises from the day of his/her joining the Company because of allocation of hardware/software and computer facilities and internet connection, the trainee agrees to give the Company post-dated cheque /cheques amounting to Rs. 1,00,000/- against the fees payable. If she/he faithfully serves the Company in accordance with the terms of this agreement the Company shall return back the cheque/ s at the end of the stipulated commitment period as the fees in that case is not payable.. In the event of breach of any of the terms and conditions of this agreement of which the Company shall be the sole judge, the said cheque /cheques will be used to recover the liability of the trainee for the aforesaid fees.

Name	Address	Occupation
Pravin Madhav Satpute	Mu/Post - Sukewadi Ta-Sangamaner, Gavathan, Sukewadi, Sangamner, Ahmadnagar, Maharashtra - 422605	Service

3. In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or any claim of liability of any part including the Surety/Sureties the same shall be referred to a person to be nominated by the Company whose decision shall be final and binding upon the parties hereto. Such references shall be deemed to a submission to arbitration under the Indian Arbitration Act 1940 or of any modification or re-enactment thereof. The venue of arbitration shall be Mumbai. Subject hereto the Court in Mumbai shall have exclusive jurisdiction to the exclusion of all other Courts.
4. During the period of training if a trainee leaves/resigns will have to forfeit/pay the service agreement amounting to the liquidated damages amount of Rs. 1,00,000/- and three calendar month's notice or salary in lieu thereof. On being absorbed in the services of the Company after completion of the training period the services would be liable to be terminated by the Company with 1 calendar month's notice during the tenure of the service agreement. However, in case of resignation/leaving of services of the division the employees will have to pay the fees amounting to Rs. 1,00,000/- plus three months notice or salary in lieu thereof.

ADDRESS FOR THE PURPOSE OF SERVICE

5. All communications between the employee or Company and surety shall be deemed to have effectively served if addressed to the following address:

Company _____ at **124 Prabhadevi Unique Industrial Estate, V.S.Marg, Prabhadevi, Mumbai 400025**

Employee: (Mr./ Ms.) Pravin Madhav Satpute
Address:Mu/Post - Sukewadi Ta-Sangamaner, Gavathan, Sukewadi, Sangamner, Ahmadnagar, Maharashtra - 422605

Any change in the above addresses of any of the concerned parties i.e. Company, Employee shall be intimated to the other parties by the party whose address has changed within a period of seven days of such change. If no such change has been intimated or received the address mentioned above shall be deemed to be the addresses of the concerned parties.

1:

Dated this:

Signed and delivered by:

Accepted for and behalf of _____ by their Constituted Attorney:

CONFIDENTIALITY AGREEMENT

This Agreement is made at Mumbai on this 3rd day of September '2021 between NeoSOFT Technologies International (hereinafter referred to as "the Company") having its office at _____, of the one part and Mr./Ms. Pravin Madhav Satpute Pan Number - KMBPS6294F) an Indian Inhabitant residing at Mu/Post - Sukewadi Ta-Sangamaner, Gavathan, Sukewadi, Sangamner, Ahmadnagar, Maharashtra - 422605 having permanent address at _____ (hereinafter referred to as "The Employee") of the other part:

WHEREAS the Company has invested considerable amounts in the development of computer Techniques, Methodologies, processes, ideas ,Formulas, Programs, Systems an Hardware (hereinafter called the "Inventions and Know-how") in order to provide quality service and program product to its client:

AND WHEREAS the Company from time to time enters into agreements with clients and the Company assigns certain tasks to the Employee to perform wherein he/she gets access to the Confidential Information of the Company and its clients, while performing the services pursuance to such agreements. Such Confidential Information are very vital to the business of the Company and its clients and the Company is obliged to its clients to ensure secrecy and confidentiality of the clients' intellectual property/Confidential Information; thus required to be kept strictly confidential by the Employee during and after the employment.

IT IS NOW HEREBY AGREED TO BETWEEN THE COMPANY AND THE EMPLOYEE AS FOLLOWS:

1. Following shall be termed as Intellectual Property/ Confidential Information which term shall be inclusive:
 - a. Any and all information of the Company, relating to the processing, programs or any parts thereof, addition/modifications thereto and materials related thereto . Program shall mean source code/or machine instructions wherever resident and whatever media and all related documentation and software;
 - b. All information and material of the Company relating to design, method of construction, manufacture operation specifications, use and service of the Company's equipment and components including but not limited to engineering and laboratory notebook, reports, process data test data, performance data, inventions, trade secrets, systems, software, object codes, copyrighted matters, methods, drawings, computation, calculation, computer programs narrations, flow charts, business information and all documentation therefor and all copies thereof;
 - c. Corporate strategies and other confidential and proprietary material and information which could hurt/affect adversely the competitive strength of the Company, if disclosed;
 - d. List/data of the Company's existing and prospective clients; ande. All other information, Confidential Information of confidential nature and material which may be accessed, gathered, collected or obtained by the Employee, in the course of any of the operations and entrusted by the Company and/or its clients.
2. Employee undertakes to safeguard/keep the Intellectual Property and trade secrets of the Company and its clients, strictly confidential . The Employee agrees not to use, or cause to be used or disclosed directly or indirectly the Company's/client's Intellectual Property except as authorized, on the condition of confidential or to any person/entity having valid contract with the Company under which its nature as trade secret is respected and the recipient promises to retain it in confidentiality. Upon termination of employment, the Employee agrees to surrender to the Company all tangible forms of the Company's Intellectual Property which he/ she may then possess or have under his/ her control.
3. The Employee acknowledges that prior to his/ her employment with the Company, he/ she had no knowledge of the Company's/client's Intellectual Property and that such Intellectual Property is of a confidential and secret character and is vital to the Company's/Client's business. The Employee further acknowledges that he/ she is employed by the Company in this capacity he/she will get access/acquaintance with all or part of such Intellectual Property. In order to safeguard the vital interests of the Company and its clients in such Intellectual Property, it is necessary for the Company to protect such Intellectual Property by ensuring its secrecy and confidentiality.
4. The Employee shall promptly disclose to the duly authorized executive/officer of the Company all invention, discoveries improvements and enhancements devised by him/ her while in the Employment of the Company which inventions, discoveries , Improvement and enhancements relate to product, system, program or other developed,, manufactured, created or developed or conveyed by the Company or the manufacturer, sale of which at the time of said invention, discovery, improvement or enhancement was contemplated by the Company.
5. On request of the Company, the Employee shall execute from time to time, during or after the termination of his/ her employment, such further instruments, including without limitations, application for letter of patent. Trademarks, trade names and copyright or assignments thereof, as may be deemed necessary or desirable by the Company to effectuate the provisions of this agreement. All expenses of filling or prosecuting any application for patents trademarks. Trade names, or copyrights shall be borne solely by the Company. The Employee shall however, assist and co-ordinate in filling and /or prosecuting any such applications.
6. The Employee agrees that he/ she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his/ her won or any other purpose any of the Intellectual Property or other Confidential Information that is or may be revealed to him/her by the Company or its clients unless specifically authorized to do so in writing by the Company.
7. The Company and the Employee agree that no license under any patent or copyright now existing hereafter obtained by the Company, is granted or agreed to be granted or implied by the terms of this agreement or by the disclosure to the Employee of the Company's Employer Intellectual Property and /or other Confidential Information
8. The Employee acknowledges that any Intellectual Property or other Confidential Information of the Company and/or its clients which comes into the possession and /or knowledge of the Employee is of Unique highly confidential and proprietary nature. It is further acknowledged by the Employee that the disclosure distribution, dissemination and /or release by the Employee of the Company's/Clients' Intellectual Property or other Confidential Information without the prior written consent of the Company/its clients shall cause the Company/Clients to suffer severe immediate and irreparable damage. The Employee

further acknowledges and agrees that in the event that the Employee does disclose, disseminate, distribute and /or release the Company's/Client's Intellectual Property or other Confidential Information without the prior, written consent of the Company/Clients, then the Company shall be entitled to seek immediate injunctive relief in order to enforce provision of this agreement.

9. The provision of this agreement shall be interpreted, determined and enforced in accordance with the laws of India.
10. In the event of any dispute or disagreement over the interpretation of any of the term herein contained or any claim or liability of any party including that the same shall be referred to a person to be nominated by the Company whose decision shall be final and binding upon the parties hereto. Such reference shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 including any modifications or reenactment thereof. The venue of arbitration shall be in Mumbai. The Courts of Mumbai shall have exclusive jurisdiction.
11. To protect against disclosure of Confidential Information and Intellectual Property, Employee agrees and undertakes not to take up employment or in any way engage or associate directly/indirectly with the Clients (on whose project(s) he/she was assigned by the Company during the tenure of his/her employment with the Company) for a period of 3 years thereafter.
12. If any provision of this Agreement found by any judiciary or Competent Authority to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the agreement.
13. This agreement constitutes the entire understanding between the parties hereto and supersedes all prior agreement and understanding pertaining to the subject matter thereof. No delay or omission by the Company in exercising or enforcing any of its rights or remedies hereunder shall constitute a waiver thereof.
14. This agreement may not be amended, except in writing.
15. Employee's liability under this Agreement, will be to the maximum extent permitted by applicable law towards damages/ injury that may be suffered by the Company under this Agreement, and minimum Rs. 25, 00,000 for violation of any of the terms of this agreement.
16. Employee agrees and undertakes not to disclose/use Confidential Information for a period of five (5) years after initial disclosure, the Company's/Clients' Intellectual Property which includes confidential information, without written consent of the Company except in furtherance of the Company's business (or as expressly permitted by this section). Confidential Information. The Employee shall take reasonable precautions to safeguard Company's/clients' Confidential Information, as if they are owned by him/her personally Confidential Information and in no event less than a reasonable degree of care. An Employee is permitted to disclose the Company's Intellectual Property/ confidential information to other employees provided that such disclosures are only on a need-to-know basis and are subject to the confidentiality obligations imposed herein.
17. This Agreement may be executed in one or more counterparts, via digital/electronic signature or original signature (as the case may be), due to the extreme circumstances of pandemic, each of which shall be deemed to be original and all of which together shall constitute one and the same instrument
18. The employee or any other person shall not have the right to disclose the terms of this Agreement on any digital platform and/or share the contents of this Agreement with any third party. In the event of employee doing so, it shall be considered as a material breach of this Agreement and the Company may take the necessary legal action against the Employee for such breach of Confidentiality.

IN WITNESS WHEREOF the parties hereto have here up to act their respective hands on _____ day and year first herein above written.

SIGNED, SEALED & DELIVERED
BY _____

(Signature)

SIGNED AND DELIVERD by:

Mr./ Ms. **Pravin Madhav Satpute**
(Employee)

(Signature)

Residential address:

Mu/Post - Sukewadi Ta-Sangamaner, Gavathan, Sukewadi, Sangamner, Ahmadnagar, Maharashtra - 422605
Mobile No :7028123225