

TEXCUTIVE SERVICE PRIVATE LIMITED

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on the..... Day of.....

between Texcutive Services Private Limited a Company incorporated under the laws of the Government of India and having its Registered Office- 101, first floor, Omgurudev Plaza, Bhamori, Indore, Madhya Pradesh -452011.

AND

Mr./Ms _____, S/o/D/o/W/o _____ resident of _____ (hereinafter referred to as the Employee) together referred to as the Parties.

It is agreed that the Company will employ Mr. /Ms. _____ (employee) as _____ (designation) 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 April to the 31st March every year.
 - 1.3 "Probation Period" means the initial period of three months extendible by a further period of three months on the commencement of the Employment of the Employee.
 - 1.4 "Training Period" means the initial probation period in which company train new employee for their work and in that time employee is not the permanent person of the company.
- 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 fit.
 - 1.6 Any reference to the Company shall if appropriate include his authorized representatives.
- 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 or appointed market of the company pursuant to the execution of this Agreement.
- 2.2 The Employee shall be under the period of probation/training on commencement of his employment.
- 2.3 Period of probation/training shall be for three months.
- 2.4 The Company shall have the option to extend the period of probation/training by a further period of three months
- 2.5 If employees discontinue the service during probation/training, he needs to serve one month's notice or pay one month's salary as compensation for the same. If employee discontinues the service in the first month or after completing first month of probation/training, company reserves the rights to seize his complete salary as training fees in which employee does not have obligation.
- 2.6 If employee discontinues his/her employment during probation/training period then after getting notices from his/her side company settle his/her account in 45 days from the last working day

3. Position and Duties

During the time this Agreement is in effect, the Company will employ the Employee and the Employee will accept such employment, in such capacities and with such powers and duties as may from time to time be determined by the management of the Company. The Employee will devote substantially all of his time and attention to, and will use his best energies and abilities in the performance of, his duties and responsibilities as prescribed, and will not engage as a director, officer, employee, partner, shareholder, or any other capacity, in any business which competes, conflicts or interferes with the performance of his duties hereunder in any way, or solicit, canvass or accept any business or transaction for any other such competing business.

The Employee shall during his employment with the Company under this Agreement, performs the duties and exercise the powers which the Company may from time to time properly assign to him in his capacity or in connection with the business of any of its Associated Company. The company shall be at liberty to appoint any other person to be (Designation) 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. Compensation and Incentives

- 4.1 For all services to be rendered by the Employee pursuant to Point 3 of this Agreement, and in part of the consideration for the other obligations and promises of the Employee as set forth in this Agreement, the Company will compensate the Employee at the annual rate with it being intended that such Base Compensation shall be reviewed annually hereafter, with the changes in Base Compensation to be determined by the Directors in his sole discretion from time to time based on the performance of the Employee and the results of the Company. The Base Compensation shall be paid to the Employee in equal installments and shall be subject to applicable income tax withholding deductions required by law and other deductions authorized by the Employee. The Employee will be entitled to reasonable vacation and sick leave in accordance with Company policy.
- 4.2 In addition to his Base Compensation, the Employee will be entitled to the following performance incentives during the time he is employed by the Company: A sales incentives (specified via the email sent by HR team) of the gross amount of all sales also designate existing customers as accounts of the Employee, for which the Employee will earn Sales Incentives. Incentives will be paid with the upcoming salary of the employee.

5. HOURS OF EMPLOYMENT

The Employee shall carry out his duties at the time allotted by the supervisors but will not exceed more than 9 hrs a day and during such hours as the Company may from time to time reasonably require him to work. Company will pay overtime to the employee for extra productive at work.

6. PLACE OF EMPLOYMENT

The Employee's place of employment shall be _____ (currently) 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. 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. The Employee shall, in the performance of his duties, be required to travel from his place of employment anywhere within the country or abroad.

7. LEAVES

- 7.1 For the purpose of leaves the year shall run from 1st April to 31st March. (If any employee join company before year starting or near to year end then all benefits to him/her will be on company personal decision.)
- 7.2 The Employee shall be entitled to Privilege leaves of three weeks each year and payment during such leaves shall continue at the rate set out above. In addition, the Employee shall be entitled to leaves as may be provided in the Gazette of India. The dates of all leaves are subject to approval by the Company.
- 7.3 Privilege leave if not availed can be accumulated up to three years, i.e., three times the period of leave to which the Employee is entitled after one year.
- 7.4 Company will provide leaves benefits like Casual leaves, Sick leaves, Maternity and paternity leaves, Medical incapability and time off to all confirmed employees. The criteria leave as may be provided in the Gazette of India and also mentioned in the employee handbook.
- 7.5 Leaves are not allowed during probation period except sick leaves with necessary documentations and leaves informed and approved 7 days prior.
- 7.6 Employee shall be entitled to one extra day leave, up to a maximum of six days for continuous service.
- 7.7 The Company may refuse extra days leave in case of exceptional pressure of work, necessarily requiring the Employee's presence. However, the Company shall not deny leave in case of personal injury or sickness as enumerated in Clause 8 of this Agreement.
- 7.8 Employees who join or leave the Company part way through a year will normally be entitled to leave on a pro-rata basis relating to completed months and rounded down to the nearest half day.

8. ABSENCE DUE TO SICKNESS OR INJURY

- 8.1 If the Employee is unable to attend for work, the Employee must advise the Director or Manager 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 informed on a regular basis.
- 8.2 The entitlement of the Employee for the absence due to personal sickness or injury shall be one day after every month of continuous service or total of twelve days leave with pay after one year.
- 8.3 It is a condition of employment that the Company may require the Employee to be medically examined by one of the registered and legitimate Medical Advisers at any time in connection with the sickness causing the Employee's absence.
- 8.4 Salary adjusted by the company will be after getting documents of proof for sickness from Medical Advisor within 30 days. 7.5 If employee fails to present the document of proof then all leave taken by him/her on medical grounds will be treated as personal leave and salary may be affected.

9. DISCRETIONARY LEAVE

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 at the earliest possible opportunity.

Absence from work of the Company for reasons other than personal sickness or injury needs the written approval of the Director or Manager or team leader of the Company. Company shall automatically suspend payment of salary and related allowances of the Employee after his absence for three working days without reasonable explanation. If the Employee's absence continues beyond 10 working days it will be assumed that the Employee has terminated the Contract of Employment without giving the required period of notice and in that case company seize employee complete salary as a compensation.

10. TERMINATION OF CONTRACT

- 10.1 Probation. The Company shall be further entitled to terminate the services of the Employee after confirmation from account and other associated department. However, the period of Notice of termination in such a case shall be one month or salary in lieu of the Notice.
- 10.2 The Employee shall be entitled to terminate his/her services with the Company during the period of probation/training after serving on the Company a notice of one month. The Employee shall entitle to terminate his/her services with the Company during his/her permanent employment serving on the company a Notice of two months.
- 10.3 The company will terminate the employee based on misconduct and misbehavior with anyone related to the company and in the company's premises.
- 10.4 Immediate Termination will be applicable for following instances "termination for cause:
 - 10.4.1 Proven fault of sexual harassment.
 - 10.4.2 Damage of company's property or demeaning the name of the company;
 - 10.4.3 Performance Issues (with proper documentation) of the employee;
 - 10.4.4 Joining work at the state of substance consumption that could lead to loss of senses or unconscious state.
 - 10.4.5 Misusing the position or power for personal interest.
 - 10.4.6 Dealing in cash, kinds or other monetary things on behalf of the company or its partners.
- 10.5 The employee before and after termination will not perform any act which will demolish the reputation of the company and those related to the company. Any such act will directly lead to legal implication and company can reach to any legal bodies for the same.
- 10.6 After separation from the company ex- employees will not be allowed to deal with customers, partners and distributors using company's name or taking reference for personal benefits.
- 10.7 Dealing in cash, payment collection and product placement in the market without written approval from the manager in the market.
- 10.8 Company reserves the right to hold the Full and final settlement of the employee in case of No objection letter missing within 45 days of working in the market and can do the settlement in the respective distribution or individual account to settle things in market.

In case of separation or termination from the organization the employee needs to provide the NOC (No objection certificate) from the department or facility head. Sales team needs to provide additional NOC from the appointed distributions in order to process full and final settlement.

11. CHANGE OF JOB

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

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

On terms no less favorable than currently apply to the employee.

12. SUPPLEMENTARY EARNED INCOME

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.

13. Non-Competition.

During the time of his employment by the Company, and for a period of two (2) year thereafter, the Employee shall not, directly or indirectly, acting alone or in conjunction with others:

- a. Request any customers of any business then being conducted by the Company to curtail or cancel their business with the Company;
- b. Solicit, canvass or accept any business or transaction for any other person, firm or corporation or business similar to the business of the Company, from any past or existing customers of the Company;
- c. Induce, or attempt to influence, any employee of the Company to terminate employment with the Company

- or to enter into any employment or other business relationship with any other person (including the Employee), firm or corporation; or
- d. Act or conduct him in any manner which is contrary to the best interests of the Company

The Employee recognizes that immediate and irreparable damage will result to the Company if the Employee breaches any of the terms and conditions of this and, accordingly, the Employee hereby consents to the entry by any court of competent jurisdiction of an injunction against him to restrain any such breach, in addition to any other remedies or claims for money or damages which the Company may seek. The Employee represents and warrants to the Company his experience and capabilities are such that he can obtain employment in business without breaching the terms and conditions of this agreement, and that his obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him from earning a livelihood. The Employee agrees to pay any and all reasonable attorney fees sustained by the Company in connection with any breach of this Agreement.

14. Trade Secrets/Confidential Information.

The Employee agrees that he will not at any time or in any manner divulge, disclose or communicate to any person, firm or corporation any trade, technical or technological secrets; any details of the Company's organization or business affairs, its manner of operation, its plans, processes, and/or other data; any names of past or present customers of the Company; or any other information relating to the business of the Company, without regard to whether all of the foregoing matters will be deemed confidential, material, or important. With respect to the foregoing, the Employee hereby stipulates and agrees that the same are confidential, material, and important, and any breach of this clause will adversely affect the business of the Company, its effective and successful management, and its inherent good will.

15. Assignment

The benefits of this Agreement are and shall be personal to the Employee, and none thereof shall inure to the benefit of his heirs, personal representatives, or assigns. The obligations and duties of the Employee hereunder shall be personal and not assignable or delegable by him in any manner, whatsoever. This Agreement shall be binding upon and inure to the benefit of the Company and it shall be assignable by the Company to any entity which may acquire substantially all of the business and assets of the Company, or with or into which the Company may be merged or consolidated.

16. Entire Agreement, Amendment.

This Agreement constitutes the entire agreement between the parties with respect to the employment of the Employee by the Company and shall be deemed to supersede and cancel any other written agreements between the parties hereto relating to the transactions herein contemplated. No representation, inducement or condition set forth herein has been made or relied upon by any party. This Agreement may be amended, modified or waived only by an instrument in writing signed by the Employee and an authorized executive officer of the Company.

17. INVENTIONS

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.

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.

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.

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.

18. NON-SOLICITATION

The Employee covenants with the Company that he will not, for the period of 24 months 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 on his own behalf or on behalf of any person firm or company directly or indirectly:

- a) 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; or
- b) Endeavor to entice away from the Company any person who has at any time during the 24 months immediately preceding such cessation been employed or engaged by the Company or Associated Companies.

19. INTERNAL ENQUIRY

- 19.1 Any dispute occurred between employee and company according to any clause of Article 2, 3, 4, 6, 7, 8, 9, 10, 13, 15, 16 and 17 employee have a right to convey his/her point in internal enquiry.

- 19.2 Company can call for internal investigation if the employee was reported abusing the powers for favors, spreading negativities in the market, misbehaving with peers, dealing in cash or credit on behalf of the company without company's written permission and consent, showcasing disciplinary actions which hampers the environment of the organization and will hamper the company financially and ethically.
- 19.3 The date provided to employee will not more than 15 days after receiving complaint or application;
- 19.4 All necessary actions taken from department after reviewing all facts and documents.
- 19.5 After getting written complaint or application legal department allow them to present in front of them with all supportive documents;
- 19.6 Submit his/her complaint in written within 7 days from the date of issue arises to the legal department;
- 19.7 Please note if any obligation arises from employee on Company director or Manager or on company prestige prove wrong than necessary actions taken by legal team and company against that employee.
- 19.8 Without internal enquiry if any employee taken legal action and other actions against the company or serve legal notice to the company then in that case strict actions taken by company against that employee. Company will reserve right to seize complete salary of that person and also file defamation case against that employee.
- 19.9 All expenses occurred by company to follow clause 16.2 will be on employee's shoulders and will recovered from him/her.
- 19.10 Where any controversy, dispute or disagreement arises between the Employee and the Company as to the interpretation or application of any of the terms, conditions, requirements or obligation under this Agreement or the performance hereof which the Parties are unable to resolve by agreement, the Parties hereby agree to refer the controversy to the HR department in written way first and give at least 30 days of time to resolve the issue before proceeding for investigation.

20. JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of Government of India .All legal proceedings shall be conducted in English and the venue for conducting such proceedings shall be at Indore, Madhya Pradesh. Judgment upon any internal inquiry team so rendered may be entered in any Court having jurisdiction, or application may be made to such Court for a judicial acceptance of the award and an order to enforcement, as the case may be.

21. General

The headings of the Articles and Paragraphs of this Agreement are for the convenience of reference and not to be used to interpret or construe any provisions of this Agreement. This Agreement shall be construed and enforced in accordance with and governed by the laws of India.

22. Term

This Agreement for employment by and between the parties shall be an agreement for employment at will commencing on the _____, subject to immediate termination by either party with or without notice or cause. Nothing contained in this Agreement shall be construed to prevent the Company from terminating the employment of the Employee hereunder at any time for cause. As used in this Agreement, "termination for cause" shall mean a termination based upon the dishonesty, gross negligence, incompetence or moral turpitude of the Employee or any failure to perform his duties hereunder or otherwise comply with and observe the covenants and agreements made by him herein.

For and on behalf of

Texcutive Services Private Limited

Indore, Madhya Pradesh

Human Resource Team

Name & Designation:

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 Texcutive Services Private Limited and are a complete replacement of any terms and conditions applying before the date set out below.

Signature: _____

Date: _____

Place: _____