**TRAINING AND EMPLOYMENT AGREEMENT**

This Agreement is made and entered into at Mumbai on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 2019.

**BETWEEN**

**Clover Infotech Pvt. Ltd.,** a Private Limited Company incorporated under the provisions of the Companies Act, having its office at Dhana Singh Processors, 2nd Floor, Vazir Glass Lane, J B Nagar, Andheri (East), Mumbai - 400059, India, hereinafter referred to as “**the Company**”, (which expression shall unless be repugnant to the context or meaning thereof deem to mean and include its successors and assigns) of the **FIRST PART**

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Son/Daughter/Spouse/Sister/Brother of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged \_\_\_ years and permanently residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“Trainee**” or **“Employee”** as the case may be (which expression shall unless be repugnant to the context or meaning thereof deem to mean and include his/her heirs executors and successors) of the **SECOND PART**

The Company and the Trainee/Employee are hereinafter collectively also referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS**

1. The Company is a leading technology services and solutions provider with expertise in providing technology related to Application, Database, Middleware and Infrastructure (“**Business**”).
2. The Trainee has accepted the offer made by the Company to impart training and agrees to be trained for 6 months as Trainee and thereafter to render services to the Company for a period of 36 months as Employee.
3. The Trainee is aware that for working efficiently for this technology Company, the Trainee will require considerable amount of orientation and acclimatization before the Trainee can be fully effective and productive, and the Trainee recognizes that the Company has to provide to the Trainee specialized training in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Technology.**
4. The Trainee further recognizes that during such period of training, orientation & acclimatization and even thereafter on an ongoing basis, the Company will be required to spend considerable amount of resources including his emoluments, besides allowing the employee to have access to the business secrets of the Company in several spheres of its technical activities.
5. The Trainee is aware that non-fulfillment of the terms of this agreement by the Trainee whether in full or in part, would seriously affect the work and reputation of the Company. It will also cause financial loss to the Company besides loss of credibility, disruption of services and stalling of ongoing projects, cost of rehiring & retraining.
6. The Trainee has entered into a Non-Disclosure Agreement of even date (“**NDA**”) with the Company for protection of confidentially of all the information furnished by the Company to the Trainee during the period of training and to the employee thereafter for executing various projects of which he/she would be a part during his/her tenure with the Company.
7. The Trainee has willingly and without any duress agreed to execute this agreement to be a trainee for a minimum period of 6 months and any further extension; and thereafter as an Employee for a minimum period of 36 months [inclusive of probation] on such terms & conditions set out in the Letter of Appointment to be signed separately.
8. The Trainee accepts that the cost of training is of the order of Rs. 3 Lacs and that he/she will pay a Security Deposit of Rs. 1 Lac by way of Demand Draft drawn in the name of the Company and further agrees that in the event of committing breach of any of the terms and conditions of this contract, the Company is entitled to forfeit the Security Deposit of Rs. 1 Lac and entitled to recover by way of liquidated damages to the extent of Rs. 2 Lacs.

**NOW, THEREFORE**, **IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, THE COMPANY AND THE TRAINEE/EMPLOYEE HEREBY AGREE AS FOLLOWS**

* 1. **APPOINTMENT**
  2. On and subject to the terms and conditions of this Agreement, and based on the representations made by Trainee to the Company, that he/she has the requisite competence, expertise, capability and capacity to be trained and to serve the Company, the Company hereby engages the Trainee and the Trainee agrees to be appointed as a Trainee of the Company to be trained, for a period of 6 months and to provide his / her services thereafter for 36 months exclusively to the Company in accordance with the terms and conditions to be set out in the letter of appointment to be issued separately.
  3. The Trainee after the training period, shall be responsible for rendering such services as may from time to time be directed by the Company and accepts duties, responsibilities and reporting lines.
  4. The HR Policy Manual and the Company’s code of conduct, copies of which have been duly provided to the Trainee and the Trainee by signing this Agreement has duly acknowledged the receipt of the same, is by reference being made a part of this Agreement and all the terms and conditions provided in the said HR Policy Manual and the Company’s code of conduct, as amended from time to time, shall be deemed to be a part of this Agreement.
  5. The Trainee/Employee agrees that during his/her training/employment with the Company, the Trainee/Employee shall be bound by the terms and conditions mentioned herein, rules and regulations of the Company as mentioned in the HR Policy Manual, the Company’s code of conduct, any other existing and/or new policies issued by the Company, this Agreement and/or other documents of and agreements with the Company, as may be executed and amended from time to time. The Company shall inform the Trainee/Employee of such amendment to the existing policies or issuance of any new policies electronically.
  6. The Trainee/Employee agrees that provisions of this Agreement and the HR Policy Manual and the Company’s Code of Conduct relating to confidentiality and non-solicitation shall survive the termination, more specifically mentioned on 13.6 of this agreement.
  7. **TRAINEE’S/EMPLOYEE’S OBLIGATIONS**

* 1. The Trainee/Employee hereby agrees, acknowledges and accepts as follows:-

1. that the training will be conducted at Clover Academy, at Mumbai and/or various divisions of the Company as deemed appropriate. The Company shall be entitled to change the venue or impart training at more than one place. The Company reserves the right to transfer the Employee to any of its locations in India and further reserves the right to transfer, assign or depute the Employee’s services to any of its group companies at any location;
2. that substantial expenses, time and effort will be invested by the Company to impart specialized skills and knowledge to the Trainee during the Training Period. The expenses towards training have been mutually accepted and quantified as Rs. 3 lacs [Three lacs only]. In consideration of the expenses to be incurred by the Company for training as quantified above, the Trainee agrees and undertakes to sign the agreement with Company for a minimum period of 42 (forty-two) months from the Signing Date, such period being inclusive of 6 (six) months training period (“**Training Period**”) plus 36 (Thirty six) months of Employment Period **(“Employment Period”)** including 6 (six) probation period (“**Probation Period**”) (Training Period, Employment Period including Probation Period shall hereinafter collectively referred to as “**Agreement Period**”);
3. that during the Agreement Period, he/she shall not resign and shall not cease to report to work without giving a notice to his/her immediate superior of his/her likely absence from work at least [5] days prior to such absence. **Explanation**: In computing the term of 42 months period as mentioned above (Agreement Period), the period during which the Trainee/Employee is on unauthorized absence or leave without pay and/or study leave, the same shall be excluded and accordingly the Agreement Period will get automatically extended by such number of days;
4. that the Company will provide him/her with the avenues for enhancement of his/her job skills, knowledge and specialization. The Trainee further agrees that he/she shall maintain the ‘Study Articles’ with the highest standards of diligence and care and shall forthwith return the ‘Study Articles’ to the Company upon the termination or earlier determination of his / her employment with the Company;
5. that during his/her employment with the Company, he/she shall devote his/her time, attention and skill exclusively to the duties and responsibilities entrusted to him/her and to the business affairs of the Company and shall perform his/her duties faithfully, diligently and efficiently as per the directions of the Company;
6. exercise such powers as may from time to time be assigned to or vested in him/her and shall obey all reasonable and lawful directions and instructions given to him/her by the Company in connection with the Business of the Company diligently and faithfully;
7. use his / her best endeavors to promote the interest of the Company;
8. travel on behalf of the Company both within India and abroad as the Company may direct;
9. be bound by and shall comply with rules and regulations of the Company, which are in force at present or that may come into force from time to time;
10. at all times during his / her Agreement Period with the Company, be compliant to the good industry practices followed by any individual performing similar functions, all laws as may be applicable and all polices and standards as may be laid down by the Company;
11. perform services not only for the Company but also for any of its subsidiary and/or associated companies or partnerships or clients whether in existence at present or in future as the Company may from time to time reasonably require;
12. without any incremental salary (except as otherwise agreed) accept such offices in any of the Company’s subsidiary and/or associated companies or partnerships as the Company may from time to time reasonably require;
13. not accept compensation in any form from any outside party for any actions performed on behalf of the Company without express written permission of the Company;
14. not copy, not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise – any copy written material which is the property of the Company – for his / her own benefit or for the benefit of any third party – either during the course of his / her training/appointment or on his / her separation from the Company;
15. not disclose or divulge any secrets or confidential information, dealing of the Company which have or may come to his / her knowledge directly or indirectly while working with the Company or otherwise to any one whether an trainee/employee of the Company or outsider while working with the Company or otherwise unless compelled to do so by law;
16. not directly or indirectly pursue, carry on or be engaged or interested in any business, trade or profession or otherwise take up any engagement, contract for service(s), or employment or other form of arrangement, whether written or oral, and whether during working hours or otherwise, to provide consultancy, advisory or any other services to any other party other than the Company, which may come in conflict with his / her interest and duty in the Company;
17. not enter into on behalf of the Company any commitment, contract and/or arrangement and/or engage in any business and/or consultancy and/or employment other than as contemplated under this Agreement and/or outside the scope of his/her normal duties;
18. during the course of the Agreement Period, the Trainee/Employee shall undergo a written test and/or oral reviews as per the training schedule of Clover Academy;
19. he/she shall not misuse the Company’s and/ or any of its subsidiary’s and/ or affiliate’s and/or group company’s and/or any of the client’s property/assets and IT infrastructure and shall use such property/assets and IT infrastructure only for the limited purpose of rendering his/her services under this Agreement;
20. his/her appointment in the Company is subject to verification of the particulars mentioned in his/her application and the original qualification certificates and also the Trainee/Employee being medically fit for performance of the services under this Agreement. In the event the original qualification certificates are not found to be legitimate or accurate or if the Trainee/Employee is found to be medically unfit during any time of his/her training/employment, his/her services are liable to be terminated without any reason or notice thereof at any time.

2.2 The Trainee/Employee specifically agrees that he/she shall under no circumstances, be entitled to leave the training and employment offered by the Company before the expiry of minimum period of 42 months because he/she is aware that the Company has agreed to engage/ appoint him/her only upon this representation and undertaking.

2.3 If for any reason whatsoever, the Trainee/Employee ceases to be on the rolls of the Company [other than as a result of death or permanent disability] within the aforesaid Agreement Period after the date of joining viz. \_\_\_\_\_\_\_\_\_\_ then the Trainee/Employee shall pay to the Company liquidated damages of Rs. 2 Lacs apart from forfeiture of 1 Lac Security Deposit.

* 1. **COMPANY’S OBLIGATIONS**

During the period of this Agreement with the Company, the Company will:-

* 1. provide an opportunity to the Trainee/Employee for acquiring such theoretical and practical knowledge as may be prescribed from time to time;
  2. in order to enable the Trainee/Employee to perform his duties in an efficient and productive manner, the Company will provide him/her with an opportunity to orientation and acclimatization in any of the necessary and relevant aspect of business of the Company. The need, scope and manner of such orientation shall be decided by the Company at its sole discretion including specialized computer training either in-house or at any of the Training centres elsewhere as may be decided by the Company.;

* 1. On Completion of the Agreement Period, the Company will provide the Employee with a “**Certificate of Completion”.**
  2. Upon successful completion of the Training Period, the Company will provide a suitable designation to the Employee as per the Company’s policy and the Employee will render services to the Company in that capacity for a minimum period of 36 (Thirty Six months).
  3. **REMUNERATION**

4.1 In consideration of the covenants and undertakings of the Trainee/Employee, the Trainee

shall, during the Training Period, be entitled to receive such stipend @ Rs. X,XXX.00 pm from the Company, payable monthly. Except the said stipend the Trainee shall not be entitled to any other allowances or benefits. It is expressly understood that the stipend shall be subject to such deduction as required by law.

* 1. The Employee will be eligible for salary post training period in accordance with the

sums set out in the table below:-

**TABLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technology** | **7th - 18th Month** | **19th - 30th Month** | **31st - 42nd month** |
| **Skillset** | **xxxx** | **xxxx** | **xxxx** |
| **xxxx** | **xxxx** | **xxxx** |

The above mentioned figure are indicative and is at the sole discretion of the company based on the performance.

* 1. In the event of termination of appointment as provided hereunder, the Trainee/ Employee

shall be paid salary on pro-rata basis for the days for which he/she is performing his / her contractual duties and responsibilities.

* 1. **SECURITY DEPOSIT**

5.1 In order to assure the Company of the fulfillment of his/her obligations under this Agreement and of the completion of the Agreement Period by him/her and in consideration of the training imparted by the Company and the costs incurred by the Company in training the Trainee**,** the Trainee hereby, deposits with the Company an amount of Rs. 1 lac (Rs. One lac only) by way of Demand Draft in the name of Company. The Company hereby agrees and acknowledges the receipt of the said Amount.

5.2 The parties acknowledge that it would be difficult to determine the damages sustained by the Company if the employment were to be terminated in a manner giving rise to payment obligation hereunder. The recitals set forth above are incorporated by reference. Therefore the Trainee acknowledges that the cost of training quantified as 3 Lacs which is required to be paid by the Trainee/Employee pursuant to this Agreement in the event of breach of this agreement is fair and reasonable amount; decided by the parties as liquidated damages.

5.3 Upon the successful completion of the Agreement Period by the Employee, the Company shall return the Security Deposit to him/her, but without interest. In the event the Trainee/Employee does something or omits to do something that leads to the termination of his/her employment before the expiry of the Agreement Period of this Agreement, the Company shall be entitled to forfeit the entire Security Deposit and recover the liquidity damages cost of Rs. 2 Lacs. The Trainee/Employee agrees and acknowledges that the amount so forfeited and recoverable as balance cost is a genuine and reasonable pre- estimate of the losses that would be deemed to have been incurred by the Company as a result of the time, effort and money invested by the Company in training the Trainee/Employee and the Trainee/Employee failing to honour his/her obligation of serving the entire Agreement Period. Such forfeitures and recovery by the Company is not by way of penalty.

5.4 The liquidated damages payable shall be over and above any liabilities and obligations of the Trainee/Employee under any additional Agreement(s) that may be executed by the Trainee/Employee as mentioned herein.

* 1. **INTELLECTUAL PROPERTY RIGHTS**
  2. **Title**

The ownership in all the Company's Intellectual Property Rights provided by the Company to the Trainee/Employee and/or made available from the Company during the course of his/her employment with the Company and/or Intellectual Property Rights including software, applications, modifications and/or improvements to existing software, processes, inventions developed and/or generated by the Trainee/Employee during performance of his/her services shall solely and legally vest and shall always solely and legally be vested in the Company and the Trainee/Employee hereby undertakes that he/she shall also perform all acts, including execution of any documents and assistance in legal proceedings that are necessary to establish or defend the ownership and/or rights of the Company in the Intellectual Property Rights in any country.

Further, the Trainee/Employee hereby acknowledges that he/she does not have, and shall not acquire by virtue of this Agreement, any rights, title and interest in and to Intellectual Property Rights and confidential information vested in the Company. The Trainee/Employee agrees to do nothing by act and/or omission, which would impair and/ or adversely affectthe Company’s rights, ownership and title in itsIntellectual Property Rights.

For the purpose of this Clause 6, "**Intellectual Property Rights**" shall mean all rights and interests, vested and/or arising out of any industrial and/or intellectual property, whether protected at common law and/or under statute, which includes (without limitation) any rights and interests in inventions, patents, copyrights, designs, trademarks, service marks, trade-names, know-how, business names, logos, processes, developments, licenses, trade secrets, goodwill, patterns, drawings, computer software, technical information, research data, concepts, methods, procedures, designs and any other knowledge of any nature whatsoever throughout the world, and including all applications made for the aforesaid, rights to apply in future and any amendments/modifications, renewals thereto and all other intellectual property rights whether available at this time and/or in future to the Company including any intellectual property rights created and/or generated during the term of the appointment.

* 1. **Disclosure**

Any Intellectual Property Rights conceived and/or made and/or created by the Trainee/Employee, individually or jointly, whether in writing, digital, printed, electronic and/or inany other form developed as a result of the employment relationship between the Company and the Trainee/Employee under this Agreement, whether during the term of his employment or thereafter, shall be promptly and fully disclosed by the Trainee/Employee to the Company and shall at all times be the sole and exclusive property of the Company. It is expressly provided that the Trainee/Employee shall execute and deliver any further documents in respect of any Intellectual Property Rights as may be requested by the Company from time to time.

* 1. **Assignment**

Without prejudice to the provision of Clause 6.1, the Trainee/Employee hereby unequivocally and irrevocably assigns to the Company (throughout India and in all other parts of the world), in perpetuity total, absolute**,** unfettered and unrestricted title and rights in the Intellectual Property Rights which may be provided, processed, treated, worked on by the Trainee/Employee in respect of the services provided under this Agreement and hereby undertakes that it shall also perform all acts, including execution of any documents that may be required by the Company to file, register such Intellectual Property Rights in the Company’s name and provide assistance in legal proceedings that are necessary to establish and/or defend the ownership and/or rights of the Company in the Intellectual Property Rights in any country. This assignment shall survive the termination or cancellation of this Agreement regardless of the method or manner in which it was terminated or cancelled.

* 1. **No Violation of Intellectual Property Rights**

The Trainee/Employee represents and warrants that he/she has not violated the Intellectual Property Rights of any third party including any person/ any company/any firm and undertakes and covenants that he/she shall not violate the intellectual property rights of any person including that of the Company.

1. **NON- SOLICITATION AND NON-COMPETE**
   1. The Trainee Employee agrees and acknowledges that the Business of the Company has been built over the years as a result of untiring efforts and perseverance on the part of its promoters, management, employees, shareholders and all other stakeholders and in that spirit absolutely, unequivocally and irrevocably undertakes to be bound by the terms contained in this Clause 7.
   2. The Trainee/Employee hereby agrees and undertakes that, he/she will wholly devote himself/herself to the work assigned to him/her and will not undertake any other employment either on full or part time basis without prior permission of the Company in writing. Further, the Trainee/Employee agrees and undertakes that he/ she shall not, during his/her training/employment with the Company, either personally or through an agent, or otherwise, in any other manner, directly or indirectly enter the employment of, consult for, be engaged by, or render any services to any Competing Business. For the purpose of this Clause 7, Competing Business shall mean, with respect to the Trainee/Employee, to start, participate, promote, undertake, partner, operate, acquire/hold a stake in, or be associated with and/ or concerned in any way, whether directly and/ or indirectly, in a business, firm, company or person in India which competes with the Business and/ or are similar to services being provided by the Company;
   3. The Trainee/Employee hereby further agrees and undertakes that, except as otherwise agreed in writing by the Company he/ she shall not, during his/her employment with the Company and 2 (two) years thereafter, either personally or through an agent, or otherwise, in any other manner, directly or indirectly:
2. solicit or induce any existing or prospective (i.e. any person or organization with whom the Company and/ or any of its subsidiaries and/ or affiliates and/or group companies is in advanced stages of exploring a professional relationship) client or customer or strategic partner of the Company to terminate its business relationship with the Company; or
3. abet/aid the solicitation or inducement by a Competing Business of any employee/associate currently employed/engaged by the Company hereof; or
4. solicit employment of, induce, aid, abet or advise or otherwise interfere with the relationship of the Company and/ or any of its subsidiaries and/ or affiliates and/or group companies with any other associate or employee of, or any person or organization providing services to or through the Company and/ or any of its subsidiaries and/ or affiliates and/or group companies to terminate his/their contract or relationship with the Company or to breach his / their terms of employment/ engagement with the Company or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or
5. take any action that might divert from the Company and/ or any of its subsidiaries and/ or affiliates and/or group companies, any opportunity that would be within the scope of any of the Company's or such subsidiaries' and/ or affiliates’ present or future Business; or
   1. It is expressly clarified that the Trainee/Employee shall be deemed to be connected with the Competing Business in any of following situations:
6. the Trainee/Employee carries such Competing Business as principal or agent; or
7. the Trainee/Employee is a partner, director, employee, secondee, consultant or agent in, of or to any person who carries on the Competing Business; or
8. the Trainee/Employee or any of his relatives has any financial interest (as shareholder or otherwise) in any person who carries on the Competing Business; or
9. the Trainee/Employee is a partner, director, employee, secondee, consultant or agent in, of or to any person who has a direct or indirect financial interest (as shareholder or otherwise) in any person who carries on the Competing Business.
   1. The Trainee/Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause 7 are reasonable and fair.
   2. The Trainee/Employee acknowledges that any violation of the terms of this Clause 7 would result in irreparable and irreversible damages to the Company, which could not be adequately compensated by monetary award alone. In the event of any violation by the Trainee/Employee of the terms of this Clause 7 and in addition to all other remedies available at law and at equity, the Company shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, restraining order, initiating criminal proceedings, injunction, decree or other remedy as may be appropriate to ensure compliance of the Trainee/Employee with the terms of this Clause 7.
10. **REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND COVENANTS**
    1. The Trainee/Employee hereby represents, warrants, undertakes and covenants as follows:
11. The Trainee/Employee has the necessary know-how, expertise, experience and capability to render the services under this Agreement and will perform the services in an efficient manner;
12. The Trainee/Employee has executed and delivered this Agreement as his/ her free and voluntary act, after having determined that the provisions contained herein are of benefit to him/ her, and that the obligations imposed on him/ her hereunder are fair and reasonable;
13. The Trainee/Employee has read and fully understood the terms and conditions set forth herein, the HR Policy Manual and the Company’s code of conduct and has had time to reflect on and consider the benefits and consequences of entering into this Agreement, and has obtained independent legal advice in connection with the execution of this Agreement;
14. The Trainee/Employee has all requisite authority and rights to enter into and to perform his/ her obligations under this Agreement and he/ she has full and absolute power to execute and enter into this Agreement, and does not and will not violate any law, rule, regulation, order, or decree applicable to it; and
15. That no proceedings are pending against him/ her which shall have material adverse impact on the implementation of this Agreement or on his/ her obligations under this Agreement.
16. **TERMINATION**
    1. The Company shall have the full authority and right to forthwith terminate the services of the Trainee/Employee, if in the opinion of the Company, the conduct or performance of the Trainee/Employee, during the period of this agreement, is found to be unsatisfactory. In such an event, the consequences of the Trainee/Employee leaving the service of the Company before the aforesaid minimum period shall be attracted namely forfeiture of Security Deposit of Rs. 1 Lac and Rs. 2 Lac recoverable as liquidity damages.
    2. Upon the occurrence of the following events anytime during the Agreement Period, the Company may, unilaterally and forthwith, terminate the Trainee’s/Employee’s appointment under this Agreement provided that the Company shall pay all legal dues as are due and accrued to the Trainee/Employee on the date of such termination. Further, if such deemed termination occurs during the Agreement Period, the Trainee/Employee shall forfeit the Security Deposit of Rs. 1 Lac and the Company will have the right to recover a sum of Rs. 2 Lacs towards Liquidity Damages as agreed:
       1. Dereliction or gross negligence in the performance of duties by the Trainee/Employee; or
       2. Material or continued breach by the Trainee/Employee of any of the terms of this Agreement; or
       3. Material or continued breach by the Trainee/Employee of any of the policies of the Company for the time being in force and as may be amended from time to time; or
       4. Failure to comply with the directions given to the Trainee/Employee by persons so authorized; or
       5. Any conduct which in the opinion of the Company is prejudicial to the interest of the Company or to the interests of its clients; or
       6. Any acts or omissions on the part of the Trainee/Employee which are unethical, fraudulent, unlawful and/ or corrupt; or
       7. Misuse or misappropriation by the Trainee/Employee of the Company’s property and/ or any of its subsidiaries and/ or affiliates and/or group companies and/or clients; or
       8. The Trainee/Employee being convicted for any offence involving moral turpitude, or for any material offence which is likely, in the Company’s reasonable view, to cause embarrassment and disrepute to the Company.
    3. During the Trainee’s/Employee’s training/employment with the Company, if he/she fails to report to work for a consecutive period of five (5) working days (other than days when the Trainee/Employee is on authorized leave or absence with prior intimation), it shall be construed as he/she is abandoned the services of the company and deemed terminated from his/her employment with the Company. In such an event the Company shall however have the right to recover from the Trainee/Employee such amount as is equivalent to two (2) months’ (or such longer period as maybe stated in the HR Policy Manual) salary as may be drawn by him/her at the time of such deemed termination. Further, if such deemed termination occurs during the Agreement Period, the Trainee/Employee shall forfeit the Security Deposit of Rs. 1 Lac and the Company has the right to recover the liquidity damages of Rs. 2 Lacs as agreed.
    4. The Company shall have the right to terminate the employment, at any time:
       1. by giving the Trainee fourteen (14) days prior written notice declaring its intention of terminating the employment under this Agreement or paying 14 (fourteen) days’ salary in lieu of the abovementioned notice if such termination occurs during the first 6 months of the Training Period; or
       2. by giving the Employee prior written notice of two (2) months or such longer period as maybe stated in the HR Policy Manual (“**Company Notice Period**”) declaring its intention of terminating the employment under this Agreement or by paying salary in lieu of the Company Notice Period if such termination occurs after the expiry of the Probation Period.
       3. In the event such termination by the Company happens during the Agreement Period, the Trainee/Employee shall forfeit the Security Deposit of Rs. 1 Lac and the Company has the right to recover the liquidity damages of Rs. 2 Lacs as agreed.
    5. Upon the termination of this Agreement, howsoever arising, the Trainee/Employee shall:

(i) Forthwith handover, deliver to the Company, any equipment or material including correspondence, lists of clients, documents, disks or computer programs or any other printed or reproduced material made or complied by or delivered to the Trainee/Employee during his/ her appointment or which may have come in his/ her possession as a result of the implementation of this Agreement hereunder and concerning the business finances or affairs of the Company, its subsidiary and associated companies and partnerships and the clients of the same;

(ii) Not retain any copies or extracts of the documents**,** whether in digital, printed, electronic or in any other form**,** containing any data,confidential information, any information and/or documents, reports pertaining to the servicesrendered by the Trainee/Employee nor shall the Trainee/Employee make use thereafter of any confidential information, knowledge or process or technical information acquired by the Trainee/Employee during rendering the services by the Trainee/Employee; and

(iii) Comply with the obligations set out by the Company which includes handover of job/role related responsibilities to such person(s) nominated by the Company on his/ her behalf and deliver all the Company’s properties in his/ her possession, custody or under his/ her control, including without prejudice to the generality of the foregoing all documents, data, programs, charts, drawings, specifications, notes, correspondence, working paper files, assignment related commitments and other documents of whatever nature whether in hard and/or soft form and objects, articles, properties provided by the Company and/or its clients to the Trainee/Employee.

* 1. The Trainee/Employee shall, during the notice period, fulfill all his/ her responsibilities and obligations entrusted to him/ her in the same manner as he/she was fulfilling earlier as per the terms of this Agreement and additionally shall fulfill all transitionary responsibilities entrusted to him/ her in the notice period so as to effect a smooth transition upon the Trainee/Employee leaving the employment of the Company.

1. **INDEMNITY**

The Trainee/Employee irrevocably, unconditionally and absolutely agrees to indemnify defend and hold harmless the Company, its subsidiaries, it affiliates, group companies, business partner and their respective directors, officers, employees, representatives and agents, promptly upon demand at any time and from time to time, against any loss, claims, damages (whether direct, indirect, general or special), costs (including reasonable attorney fees), actions, proceedings, etc., caused to or made against or suffered by the Company, its subsidiaries, its affiliates, group companies, business partner and their respective directors, officers, employees, representatives and agents directly or indirectly by reason of or in connection with any breach of any covenants or undertakings contained herein. The Trainee/Employee is aware that any breach of this Agreement by the Trainee/Employee may expose the Company, its subsidiaries, its affiliates, group companies, business partner and their respective directors, officers, employees, representatives and agents to claims, actions, and proceedings by a third party to whom the Company, its subsidiaries, its affiliates, group companies, business partner and their respective directors, officers, employees, representatives and agents may have an obligation of confidentiality and the Trainee/Employee confirms that the indemnity contained herein shall extend also to any claims, actions, and proceedings by a third party and any costs, charges, expenses and damages caused to or suffered by the Company, its subsidiaries, it affiliates, group companies, business partner and their respective directors, officers, employees, representatives and agents on account thereof, whether or not the Trainee/Employee was aware of such obligation of the Company to such collaborator or third party.

1. **GOVERNING LAW AND JURISDICTION**

11.1 This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement and subject to Clause 13.2, the courts of Mumbai shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with this Agreement.

* 1. Any dispute arising out of this Agreement shall be referred to binding arbitration. Such arbitration shall be conducted by a sole arbitrator to be appointed by the Chairman of the Company. The arbitration proceedings shall be conducted in English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The seat and place of arbitration shall be Mumbai.

1. **NOTICES**

All notices, requests, representations and other communications hereunder shall be in writing to the Company by the Trainee/Employee and all notices, requests and other communications by the Company to the Trainee/Employee shall be deemed to have been duly given only if they are delivered personally to the Trainee/Employee by facsimile transmission or mail (first class postage prepaid) or by electronic mail at the following addresses or facsimile numbers:

**If to the Company:**

Attention: **HR Department, Clover Infotech Pvt Ltd**

Address: 2nd Floor, Dhana Singh Processors Building, Vazir Glass Lane, J B Nagar, Andheri (East), Mumbai - 400059, Maharashtra, India.

Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Along with a copy by email to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If to the Trainee/Employee:**

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contact No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: [at least two working email ids should be provided]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Any change in the address of either the Company or the Trainee/Employee shall be notified to the other Party in the same manner mentioned hereinabove.

1. **MISCELLANEOUS**

**13.1 Entire Agreement**

This Agreement shall be read along with and be supplemental to the terms of the HR Policy Manual and the Company’s code of conduct. To the extent of any inconsistency between this Agreement and the HR Policy Manual and the Company’s code of conduct, the provisions of this Agreement shall prevail in respect of the subject matter of this Agreement.

Save as aforesaid and except as otherwise agreed among the Parties in writing, this Agreement and the NDA constitutes the entire agreement of the Parties in respect of the subject matter hereof and thereof and shall supersede any previous understanding or agreement on such subject matter.

**13.2 Amendment**

This Agreement shall not be amended except by a signed agreement in writing between the Parties

* 1. **Non Waiver**

No failure on the part of the Company to exercise, and no delay in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

* 1. **Assignment**

This being a personal contract, the Trainee/Employee shall not assign or transfer any of his/her rights and obligations under this Agreement. The Company shall have a right to assign this Agreement and the Trainee/Employee shall take all such actions or sign all such documents as may be requested by the Company.

* 1. **Severability**

Each and every obligation under this Agreement shall be treated as a separate obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable, they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted, provided the fundamental terms of Agreement are not altered.

* 1. **Survival**

Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination including Intellectual Property Rights (Clause 6), Non- Solicitation and Non-Compete (Clause 7), Representations, Warranties, and Covenants (Clause 8) Indemnity (Clause 10), Governing Law and Jurisdiction (Clause 11), Notices (Clause 12), Survival (Clause 13.6).

* 1. **Counterparts**

This Agreement may be executed in Two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any One (1) or more of such originals or counterparts.

**IN WITNESS WHEREOF,** the Parties hereto have duly executed this Agreement on the day and year first above written.

**For CLOVER INFOTECH PVT LTD**

Name (Authorized Signatory) Ms. Elizabeth Paul

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (witness) Mr. Siddharth Deshmukh

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Trainee/Employee) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (witness) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_