**<Name>**

**<Location>**

Dear <First Name>,

Further to your appointment letter dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and “TRAINEE AND EMPLOYMENT COMPLETION LETTER” dated \_\_\_\_\_\_\_\_\_, kindly note in addition to the terms and contained in the appointment letter issued to you, the following terms and conditions shall applicable to you with immediate effect.

**1 NOTICE PERIOD**

If you wish to resign from your employment with the Company, you shall serve a notice to the Company of at least two (2) months or such longer period as may be stated in the HR Policy Manual. Further, you shall handover all things provided to you by the Company on account of your employment with the Company which may include but is not restricted to materials, documents, laptop computers, mobile phones, passwords and codes and handover all job/role related responsibilities to such person(s) nominated by the Company and do all such things as are more particularly set out in Paragraph 2.4. For the avoidance of any doubt, the period of employment shall include such notice period to be served by you as contemplated under this Paragraph.

**2. TERMINATION**

2.1 Upon the occurrence of the following events, the Company may, unilaterally and forthwith, terminate your employment provided that the Company shall pay all your legal dues as are due and accrued to you on the date of such termination:

* + 1. dereliction or gross negligence in the performance of duties by you; or
    2. material or continued breach by you of any of the of the terms of this Appointment Letter; or
    3. material or continued breach by you 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 you 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 your part which are unethical, fraudulent, unlawful and/ or corrupt; or
    7. misuse or misappropriation by you of the Company’s property and/ or any of its subsidiaries and/ or affiliates and/or group companies and/or clients; or

* + 1. you 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.

2.2 During the tenure of your employment, your failure to report to work for a consecutive period of five (5) working days or more (other than days when you are on authorized leave or absent with prior intimation), shall amount to being absent without intimation. If you continue to be absent, the company has a right to initiate disciplinary action amounting to but not limited to termination of your services.

In such event of you being terminated from the Company, the Company shall have the right to recover from you such amount as is equivalent to two (2) months (or such longer period as maybe stated in the HR Policy Manual in force at the time) salary as may be drawn by you at the time of such deemed termination.

* 1. The Company shall have the right to terminate your employment at any time:

by giving you 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.

* 1. Upon the termination of your employment with the Company, howsoever arising, you shall:

1. 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 you during your appointment or which may have come in your

possession as a result of the implementation of this Appointment Letter 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 you nor shall you make use thereafter of any confidential information, knowledge or process or technical information acquired by you while rendering your services to the Company; and

1. 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 your behalf and deliver all the Company’s properties in your possession, custody or under your 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 you.

**3. NON-SOLICITATION**

* 1. You further agree and undertake that, except as otherwise agreed in writing by the Company, you shall not, during your employment with the Company and 2 (two) years thereafter, either personally or through an agent, or otherwise, in any other manner, directly or indirectly:

1. 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
2. abet/aid the solicitation or inducement by a Competing Business of any employee/associate currently employed/engaged by the Company hereof; or
3. 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
4. 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 you shall be deemed to be connected with the Competing Business in any of following situations:
5. you carry such Competing Business as principal or agent; or
6. you are a partner, director, employee, secondee, consultant or agent in, of or to any person who carries on the Competing Business; or
7. you or any of your relatives has any financial interest (as shareholder or otherwise) in any person who carries on the Competing Business; or
8. you are 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. You acknowledge and agree that the limitations as to time and the limitations of the character or nature placed in this Paragraph 3 are reasonable and fair.
   2. You acknowledge that any violation of the terms of this Paragraph 3 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 you of the terms of this Paragraph 3 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 jurisdiction for relief, restraining order, initiating criminal proceedings, injunction, decree or other remedy as may be appropriate to ensure your compliance with the terms of this Paragraph 3.
9. **INTELLECTUAL PROPERTY RIGHTS**
   1. **Title**

The ownership in all the Company's Intellectual Property Rights provided by the Company to you and/or made available from the Company during the course of your 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 you during performance of your services shall solely and legally vest and shall always solely and legally be vested in the Company and you undertake that you 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, you acknowledge that you do not have, and shall not acquire by virtue of your employment with the Company, any rights, title and interest in and to Intellectual Property Rights and confidential information vested in the Company. You agree 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 Paragraph 4, "**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 you, 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 you, whether during the term of your employment or thereafter, shall be promptly and fully disclosed by you to the Company and shall at all times be the sole and exclusive property of the Company. It is expressly provided that you 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 Paragraph 4.1, you hereby unequivocally and irrevocably assign 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 you in respect of the services which shall be provided by you to the Company 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 your employment regardless of the method or manner in which it was terminated or cancelled.

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

You represent and warrant that you have not violated the Intellectual Property Rights of any person/company/firm and undertake and covenant that you shall not violate the intellectual property rights of any person including that of the Company.

1. **NOTICES**

All notices, requests, representations and other communications hereunder shall be made by you in writing to the Company and all notices, requests and other communications by the Company to you shall be deemed to have been duly given if they are delivered personally to the 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 (E). Mumbai – 59. India.

Tele No: 022-29261650

Fax No: 022-29262110

Along with a copy by email to: legal@cloverinfotech.com

If to you:

Attention: Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Email: [Please provide at least two working email ids]

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

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# Any change in your address of the Company shall be notified to the other Party in the same manner mentioned hereinabove.

1. **INDEMNITY**

You irrevocably, unconditionally and absolutely agree to indemnify defend and hold harmless the Company, its subsidiaries, its 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, it 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 or on the occurrence of any of the events set out in Paragraph 8.1 of this Appointment Letter. You are aware that any breach of the provisions of this Appointment Letter by you may expose the Company, its subsidiaries, it 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 you confirm 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, its affiliates, group companies, business partner and their respective directors, officers, employees, representatives and agents on account thereof, whether or not you were aware of such obligation of the Company to such collaborator or third party.

1. **GOVERNING LAW AND DISPUTE RESOLUTION** 
   1. This Appointment Letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce the provisions of this Appointment Letter and subject to Paragraph 7.1, the courts of Mumbai shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with this Appointment Letter.
   2. Any dispute arising out of this Appointment Letter 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. **MISCELLANEOUS**
   1. Entire Understanding

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

Save as aforesaid and except as otherwise agreed among the Parties in writing, this Appointment Letter read with previous appointment letter dated \_\_\_\_\_\_\_\_\_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.

* 1. **Amendment**

This Appointment Letter 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**

Since your employment with the Company shall involve your personal skills and capabilities, you shall not assign or transfer any of your rights and obligations under this Appointment Letter. The Company shall have a right to assign this Appointment Letter and you 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 Appointment Letter shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Appointment Letter are unenforceable, they shall be deemed to be deleted from this Appointment Letter, and any such deletion shall not affect the enforceability of the remainder of this Appointment Letter not so deleted, provided the fundamental terms of the Appointment Letter are not altered.

* 1. **Survival**

Cancellation, expiration or earlier termination of this Appointment Letter shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination including Bar on Double Employment (Paragraph ), Non- Solicitation (Paragraph 3), Intellectual Property Rights (Paragraph 4), Notices (Paragraph 5), Indemnity (Paragraph 6 ), Governing Law and Dispute Resolution (Paragraph 7), Survival (Paragraph 8.6).

For **Clover Infotech Pvt. Ltd.**

Mini AntonyAcknowledged and accepted

**Assistant Vice President – Human Resources <Name>**