



EMPLOYMENT CONTRACT- CUM- SERVICE AGREEMENT

This Employment Contract cum Service Agreement has been executed on this 13th day of Jun, 2022 by:-

Mr. Shubham Prakash having PAN Number DKDPP5925F Aadhaar Number 449832274579 (hereinafter referred to as "Employee") and having permanent address at Village Maksudpur, PO+PS Sahajahanpur, Patna Bihar 801305 and current address at LIG 319, Sonagiri Sector A, Piplani, Bhopal Madhya Pradesh 462022.

IN Favour of;

iLEAD Analytics Technology & Consulting Pvt. Ltd., a Company registered under the Companies Act, 1956, having its Registered office at 6th Floor, Shagun Tower, Vijaynagar Square, A.B. Road, Indore-452010 (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and permitted assigns) duly represented by Ms. Anshuma Rathore of the FIRST PART.

AND WHEREAS,

As per the resolution passed in the Board meeting dated 25th May, 2018 and as per the General Power of Attorney executed on 25th May, 2018, **Ms. Anshuma Rathore D/o Mr. Subhash Rathore** being HR Manager of the Company is authorized to execute this agreement on behalf of Company.

AND WHEREAS,

Employee has been appointed in Company on the post of Management Trainee as per the "Letter of Appointment" dated 13th Jun, 2022.

AND WHEREAS,

The Employee agrees upon the following terms and conditions and has executed this Employment Contract Cum Service Agreement in favour of Company as under:-

1. Nature of Agreement
Employment Contract cum Service Agreement

2. Personal Address details etc. of Employee



Employee assures the company that all the personal, address details etc., as given by the Employee are correct and true.

3. Appointment

Employee has been appointed in the company on the post of Technical Trainee as per the "Letter of Appointment" dated 13th Jun, 2022. The said "Letter of appointment" has duly been accepted by the employee and same shall be the part of this agreement and binding upon employee. Anything not explained/ mentioned/ detailed in this agreement shall be governed as per the "Letter of appointment". Employee has accepted all the terms and conditions of Letter of Appointment and the same shall be binding upon the employee. Employee undertakes to abide all the terms and conditions set forth in the Letter of appointment.

4. Date of Joining

Employee has joined the company on 13th Jun, 2022 and has executed this agreement after joining the company.

5. Salary

Annual CTC of employee shall be Rs 3,80,000 which includes gross monthly salary as Rs 26,000 and other benefits and same has duly been accepted by the employee which shall be deemed to be commenced after successful completion of the training period. During the training period employee shall be eligible for certain allowances as defined in Annexure 4 enclosed with "Letter of Appointment".

6. Training Period

The initial tenure of training period will be of six months which is inclusive of the probation period and the employee has to complete the training period successfully. It is understood that all the expenses in the training program of an employee has to be incurred by company and the training period can be reduced or extended at Company's sole discretion based on the performance during the training period. Company can terminate the service of an employee during the Training period as per the terms and conditions set out in "Letter of appointment". It is agreed by the employee that the employee cannot leave the company nor terminate his employment, during training period, and in case if employee leaves the company or terminate his employment, employee shall be liable for the consequences set-forth in "Compensation" clause of this agreement.



7. Full Time Employment

- a. After successful completion of the training period, Employee shall be deemed to be in Full Time Employment. Company can terminate the service of Employee during the Full Time Employment period as per the terms and conditions set out in "Letter of appointment". The employee acknowledges that Company's substantial cost, time and efforts will be incurred during the training period and in consideration to this, employee hereby agrees that after entering into full

time employment category, employee shall remain in the service of the Company for a period of "Twelve months and shall not resign, give cause for termination of employment for any reason whatsoever from the service of the Company. Employee further undertakes not to take employment, with any other person, firm or company during his tenure in the Company. In case, if employee leaves the company or terminates his employment prior to completion of twelve months period as stated above, then employee shall be liable for the consequences set-forth in "Compensation" clause of this agreement.

- b. It is further agreed by the employee that only after completion of above mentioned twelve months period, if employee wants to resign or terminate his employment with the Company he has to give in advance "three months" notice in writing with suitable reasons or may request Company to accept salary in lieu of notice period but approval of which shall be in Company's sole discretion as per "Letter of appointment". Employee also agree that during formal appraisal if employees chooses to not accept the appraisal he may leave giving written notice of two months or may request Company to accept salary in lieu of notice period but approval of which shall be in Company's sole discretion as per "Letter of Appointment" else, in both the mentioned cases Employee shall be liable for the consequences set-forth in "Compensation" clause of this agreement.

8. Termination of Employment

Employment of employee can be terminated in accordance to the aforesaid terms and conditions and as per "Letter of appointment".

9. Confidentiality

Employee will not at any time during the employment or after, without the consent of the Board of Directors, disclose or make public, except on legal obligations, any information regarding the Company's affairs or administration, or research carried out, whether the same is confided to him or becomes known to him in the course of his service or otherwise. Employee is required to sign the Non-Disclosure Agreement document of the company and abide by the same.



10. Company Policies

Employee agree to abide by all the policies published in HR Handbook, which can be altered or changed timely as per the company requirements and this will have to be adhered to on an ongoing basis.

11. Compensation

Employee shall be liable to pay compensation to the company on account of breach of any of the terms and conditions of this agreement, or of, "Letter of appointment", as under:-

a. During Training Period: -

- i. If an employee violates the terms and condition of "Training Period" clause, then Employee shall be liable to pay a sum of INR 75,000/- to the company.

b. During Full Time Employment Period:-

- i. If an employee resigns from the Company or terminates his employment for any reason whatsoever from the service of the Company prior to completion of "twelve months" period as stated in the Full Time Employment clause, then the Employee shall be liable to pay a sum of INR 75,000/- to Company.
- ii. In case, after completion of "twelve months" period as stated in Full Time Employment if employee resigns or terminates his employment or leaves the Company without serving the notice period as asked by the Company, which not only causes financial loss to the company but also make adverse impact on the working profile/reputation of company, therefore employee agree that in such event employee shall liable to pay a further sum of INR equivalent to three times of three months' salary to the company. Salary at the time of leaving the job shall be taken into consideration for calculating the compensation for this clause. Said compensation shall be over and above to the compensation payable under above mentioned clause (bi).
- c. The terms and conditions of " Letter of Appointment" shall be binding upon employee and in case, if there is any breach of any of the terms and conditions of " Letter of Appointment" then the employee shall be liable for the consequences set forth in the "Letter of Appointment".



- d. Employee agrees that the amounts payable by him as above is acceptable to him and the same is fair taking into consideration the substantial costs incurred by the Company during and after his/her training.
- e. Company shall at all times have lied over and the authority of appropriating towards the recovery of the sum mentioned herein above, any and all the amounts receivable by employee from the Company by way of salary, arrears of salary and all other types of remuneration and terminal benefits. Employee, further agree to sign all such papers, documents and/or letters of authority as may be reasonably required by the Company on this behalf.

12. Arbitration

- a. In the event of any dispute or difference between any of the parties hereto in respect of or concerning or connected with the interpretation or implementation of the terms and conditions of this agreement, the parties hereto shall endeavor to resolve such disputes by a peaceful and amicable manner, failing which the same shall be referred to arbitration, by sole arbitrator appointed by the disputing parties and the arbitrator so appointed shall give a reasoned award. The amount of arbitration will be borne equally by both the parties.
- b. The provisions of Arbitration and Conciliation Act, 1996 shall apply in such an event. If any of the parties do not satisfy with the decision of the arbitral forum the parties may act according to law.

DocuSigned by:

Shubham Prakash

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In approval and confirmation signed by

MR. Shubham Prakash

In approval and confirmation signed by

Ms. Anshuma Rathore

HR Manager