

Amendment in Terms of Employment (1st Oct 2019)

Amendment to Clause 5

5. NOTICE PERIOD

- (i) The Service Contract can be terminated by either side by giving One-month notice period during probation and three Months' notice Period after Confirmation or after deposition of salary in lieu thereof (Salary means the total amount of Part A of salary structure prevailed at the time of resignation) SUBJECT TO APPROVAL OF THE MANAGEMENT.
- (ii) Same as earlier
- (iii) Same as earlier
- (iv) In case of Resignation by employee the company may intimate the employee to leave within one month or leave immediately after one-month salary. This will be intimated to employee by email. Therefore, in such cases where employee is under resignation. Company can terminate the service contract by giving one-month notice or salary in lieu thereof.
- (v) The employee need to perform normal duties and follow normal company policies during notice period. In case of any violation. Company reserves the right to take appropriate action for the same.

Amendment to Clause 7

Following Clause is added in point no 7 – Maintenance of Confidential Information

- 7.1 You are expected not to divulge any information regarding confidential data, reports, technology, expertise, R&D activities or any business plans to anyone as this would impair the competitive position of the company. If it is established that any of the above said information is passed on in any manner to anyone (unauthorized person in the premises or outside the premises) during the employment, the company would be free to terminate your services without assigning any reason and without any compensation thereof as also the company would be free to recover any damage from you, if any.

Besides you also agree to sign one separate Non Disclosure Agreement / confidential and inventions agreement at the time of appointment required by the client of the organization and will sign such agreements as may be required by the overseas client from time to time to protect their interest.

- 7.2 Non-Solicitation/Non-Compete. During the Term of my employment or my engagement with Company and for one (2) year thereafter, I will not directly or indirectly:
Compete with Company or its affiliates by soliciting or accepting any engagement with a Project Specific Company Customer (as defined below) other than through Company.
Solicit, hire or assist in soliciting or hiring, any employee or consultant working for Company (or any its affiliate) or cause any such employee or consultant to leave the services of.
Company or assist such employee or consultant to take up employment with a Project Specific Company Customer, a competitor of Company or any other entity or person.
"Project Specific Customer" shall mean any person or entity to which I am introduced by or through Company or to which I provide services, directly or indirectly.
In the event of an actual or threatened breach by me of any of the provisions of this point 7.2, I agree that Company's remedy at law will be inadequate, and accordingly, Company shall be entitled to injunctive relief in any action or proceeding brought to enforce the terms of this point 7.2. If as a result of my actual or threatened breach of any of the provisions of this Point 7.2, Company and its affiliate retains legal counsel for the purpose of enforcing or preventing a breach of any provision of this Point 7.2 including, but not limited to, instituting any action or proceeding to enforce any provision hereof by seeking a declaration of Company's rights hereunder, or by seeking any other remedy, Company or its affiliate shall be entitled, in addition to such other relief as may be granted or available, to recover from me all costs and expenses, including reasonable attorney's fees incurred by Company or its affiliate in connection with such proceedings.

Name: _____

For Astar NetSolutions

E-Code: _____

Signature of Employee: _____


Authorized Signatory

Date:- _____

