**EMPLOYMENT SERVICE AGREEMENT**

This Agreement has been executed between Sh/Ms …… S/o……………. R/o……………….. Employee Code no………………… appointed as a………………………. hereinafter referred as to “Employee” and INDUSFLY TECHNOLOGIES PRIVATE LIMITED, having its registered office at B-108, Sector 63, Noida, Gautam Budh Nagar, Uttar Pradesh 201301, India, hereinafter referred to as “The Company”.

That INDUSFLY TECHNOLOGIES PRIVATE LIMITED has bagged a project with ……….. (Name of project and company and its address)……………………………………. Which is commencing from …………………… till………………at …… And “The Company” has nominated the “The Employee” to handle/ taking the job of ………………..

The Employee acknowledge and understands that by undertaking/ accepting the aforesaid job, “the Company “ is handing over a huge responsibility.

The Employee also acknowledges and accepts that during the course of the aforesaid Project, the “Employee” will be privy to critical information/ Data that forms an integral Part of the said Project and “The Company’s” intellectual property and business know how. The Employee will also take part in crucial discussions and decisions impacting “The Company’s” short Term and Long term business goals.

In Consideration of the aforementioned this Agreement is executed on ……………. And shall be valid for the period of ……….. w.e.f ………… wherein the “Employee” agrees to the following:

1. The Employee shall forthwith act upon the instructions issued by the Company or its authorized officer and perform the services in a timely and efficient manner. The Employee shall at all times during aforesaid Project under this Agreement or any renewal or amendment thereof:

(i) Provide all services with due care and attention; and

(ii) Not use any facilities, equipment or infrastructure provided by the Company or By the Client for any personal use or other purpose not contemplated by this Agreement;

1. The Employee has the requisite experience and authority to perform the Services;
2. The Employee may be required to undertake specialized training to enable it to effectively discharge its duties with the company. In such a case, the Employee acknowledges that the company would be expending considerable resources including money on the training of the Employee and in return the Employee shall be liable to work for the Project for a certain stipulated period of time as stated above after completion of the said training so as to enable the company to recover the money expanded by it on the training of the Employee. In case the employee leaves the organization before completion of such period, she/he will be liable indemnify the company the entire cost of such training.
3. The Employee shall not at any time directly or indirectly, use or disclose any of company’s and Project’s confidential information to any third party whatsoever except as authorised and within the scope of your employment with The Company.
4. That Employee further undertakes that during the period of the present Agreement , the Employee will not divert any business of the Company a/or its affiliates or any clients or competitors of the Company and/or the Company’s
5. The Employee shall not be employed or associated, part time or in full, with or engaged in any other activity or business which may compete with the activities of the Employer during the Term of this Agreement. The Employee will further not engage in any other commercial activity during the Term unless approved in writing by the Director of the Employer;
6. The Employee shall use commercially reasonable efforts to provide the services in a manner that reflects favourably at all times the good name, goodwill and reputation of the Employer. The Employee shall not engage in any practices or make adverse references in the market or otherwise that causes harm to the reputation of the Employer;
7. The Employee shall at all times during its employment or while on the Employer's premises, observe the Employer's service rules and regulations with respect to *inter alia* timings, conduct, health, hygiene and safety and protection of persons and property and as maybe amended from time to time;
8. The Employee shall not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with the Employee's obligations, or the scope of services sought to be rendered by it for the Company hereunder. The Employee warrants that, to the best of Employee's knowledge, there is no other contract or duty on Employee's part which conflicts with or is inconsistent with this Agreement.
9. The Employees provision of Services under this Agreement or any activity ancillary or related thereto shall not violate (i) any applicable law, rule or regulation; (ii) order of any governmental authority; (iii) any law and order proclamation or other directions applicable and having the force of law; or (iv) contracts with third parties.

**2. CONFIDENTIALITY**

2.1 The Employee acknowledges that in connection with this Agreement she/he may or will obtain information and material relating to the project which is of a confidential and proprietary nature (“Confidential Information”). For the purpose of this Agreement, Confidential Information of the Project shall be deemed to include without limitation, the Company’s past, present, future, development methodology, delivery systems, data, summaries, reports, contracts, networks or staffing, business activities, plans, projections, proposals, financial and strategic information, clients, tie ups, contacts, methods, documentation, products, trade secrets know-how, copyrights, trademarks, logos, manuscripts, processes, techniques, designs, materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other marketing, advertising, financial, commercial, sales information in oral, written, graphic, electronic, or any other form or medium whatsoever and any other information owned by the Company and is related to Project and provided to the Employee for the purpose of performing the services under this Agreement.

2.2 In connection with the Confidential Information disclosed to it by the Company and the Project, the Employee undertakes that:

1. it will not disclose to any third party or use any Confidential Information disclosed to her/him by the the Company and the Project except as expressly permitted in this Agreement;
2. it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the Company and the Project in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
3. it shall not during the term, renewal, termination or expiry of this Agreement or its relationship with the Company and the Project:
4. directly or indirectly reveal, report, publish, disclose or transfer the Confidential Information of the Company and the Project to any person, entity or 3rd party
5. use any Confidential information or part thereof for any purpose other than for the benefit of the Company;
6. assist any person or entity or 3rd party other than the Company to secure benefit from Confidential Information or part thereof;
7. make any copies of the Confidential Information of the Employer or any extracts or abstracts thereof.

2.3 The Employee's obligations under this clause of this Agreement are of a unique character that gives it particular value. In the event of breach or threatened breach or violation of its confidentiality obligations, the Employee agrees that the Company and the Project would suffer irreparable harm and continuing damage for which there will be no adequate remedy at law; and, in the event of such breach, the Company will be entitled to seek injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

3. NON- COMPETE & NON-SOLICITATION

3.1 The Employee agrees that he will not, during the Term of this Agreement; during the pendency of this Agreement, either individually or in partnership or jointly or in conjunction with any person or persons including without limitation any individual, firm, association, syndicate, corporation or other entity as principal, agent, shareholder, officer or Employee carry on or be engaged in providing of advice, or in any other manner whatsoever, any business or enterprise similar to or in competition with the Company or its affiliated companies.

3.2 The Employee hereby acknowledges and confirms that all restrictions and agreements contained in this part are reasonable in the circumstances and are warranted given the nature of the Company’s business and the project in hand and the services to be performed by the Employee hereunder.

3.3 The Employee shall not during the term of this Agreement or any renewals or subsistence thereof, either individually or in partnership or jointly or in conjunction with any person or persons including without limitation any individual, firm, association, syndicate, corporation or other entity as principal, agent, shareholder, officer or Employee solicit the services or employ the Company’s directors, employees, officers, consultants or any other personnel for any purpose, without the prior written consent of the Director of the Company. Any unauthorized solicitation may constitute grounds for termination by Company of this Agreement along with taking any other action or exercising any other right or remedy that may be available to it under law, equity, tort or this Agreement for rectification of such breach including procuring orders, from a court of competent jurisdiction, for injunction, specific performance or payment of liquidated monetary damages equal to twelve (12) months of gross monthly salary of such officer, director or employee of the Company along with costs or expenses incurred by the Company as a result of such violation by the Employee.

4. INDEMNITIES

4.1 The Employee hereby agrees to indemnify and hold harmless the company at all times and in all circumstances from any loss, claim, damages, costs, duties, taxes, penalties, interest thereon or costs and expenses of any kind, including legal costs and reasonable attorney fees to which the Company may be subject, directly or indirectly, by virtue of:

1. a breach of its warranties, obligations, representations and duties under this Agreement;
2. any adverse finding related to the terms of this Agreement or the Services required to be provided under the terms of this Agreement by the Employee;
3. any contravention or non-compliance on the part of the Employee with any laws, rules, regulations, ordinances, codes or other law and order proclamations of any governmental, judicial, administrative authority as may be applicable and amended from time to time;
4. any act, commission, omission or negligence by the Employee and any resultant loss, damages, costs or expenses caused to the Company due to improper handling of the Company’s Confidential Information or due to any act of omission, negligence of the part of the Employee in relation thereto;
5. any improper disclosure of the Company’s Confidential Information caused by the Employee;
6. any breach of the provisions of aforestated clauses;
7. any act of negligence, misfeasance or fraud by the Employee; and
8. any damage caused to Company and the Project property by the Employee.

and undertakes to fully and promptly compensate the Company in this regard.

4.2 The provisions of this Clause shall be without prejudice to any other right or remedy available to the Company against the Employee in law, equity, tort or this Agreement. In this regard Employer’s estimation of claim or loss caused would be final and binding on the Employee.

5. TERMINATION OF AGREEMENT

The Company shall be entitled to terminate this Agreement with immediate effect on the failure of the Employee to perform its duties or commit a material breach of its obligations and covenants under this Agreement.

6. PROPRIETARY RIGHTS IN MATERIAL & INTELLECTUAL PROPERTY RIGHTS

6.1 All information, data, reports, presentations, studies, objects, modules, executables, flow charts, diagrams and other tangible or intangible material (collectively the “**Materials**”) of any nature whatsoever produced by, for, in relation thereto or as a result of any of the services performed by the Employee and all copies of the foregoing shall be the sole and exclusive property of the Company and the Project of which the Company shall be deemed the author. The Employee shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be “works made for hire” the Employee irrevocably grants, assigns, transfers and sets over to Company all right, title and interest of every kind, nature and description in and to the Materials including copyrights and any other intellectual property right therein.

6.2 Any new intellectual property, whether in whole or in part conceived, made or reduced to practice by the Employee (either solely or in conjunction with others) during or after the Term of this Agreement, which are made through the use of any of the Materials or other confidential information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business and the project or that of its affiliates, subsidiaries associate companies, or the Company and the Project 's research and development, or which result from any work performed by the Employee for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such intellectual property will be deemed to be “*works made for hire*” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “*works made for hire*” as a matter of law. The Employee hereby irrevocably assigns and transfers to the Company all right, title and interest in and to any such intellectual property, including but not limited to all related patents, copyrights and all applications and filings and notifications, as well as to use, publish, copy, modify, improve, disassemble, translate, manufacture and commercialize, whether directly or indirectly, such inventions, idea, design, concept, copyright, without limitation whatsoever.

6.3 The Employee shall execute all such documents and do all such acts that may be required of him to assist the Company in perfecting and enforcing its rights in connection with the registration of patent, copyrights or any other statutory protection in the Materials and other work products. The Employee agrees and undertakes to supply all information data, drawings and assistance as may be required to enable the Company to use the intellectual property to its best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or 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 in the manner the Company may direct

7. DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

 The terms of this Agreemnt shall be governed by law of India. In the event of any dispute arising out of or in relation to this agreement or your employment, the same may be referred to Sole Arbitrator to be appointed the Company or the Company may its discretion proceed to take appropriate legal action in that regard.

The Employee agree that any violation of the obligation in this Agreement and other documents referred herein will be material breach by the Employee of this Agreement. The Employee will be liable for damages (both compensatory and punitive) incurred by the Company as a result of any such breach.

**8. Modification**

The terms and the conditions of this Agreement are as per the existing policies of the Company. The Company reserves the right to incorporate such other terms and conditions as it deems fit, including non solicitation agreement, agreements related to protection of company’s Intellectual property and such other agreements as reasonably required by the Company for the protection of its interest and business and the Employee agree to be bound by the stipulations therein and same shall be treated as if they were a part of this agreement

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and date first written above.

**Accepted & Agreed**

I have read the aforesaid terms and conditions and accept this employment offer. I will be available.

 Employee’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee ’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorised Signatory**

HR & Operations Department

Indusfly Technologies Pvt. Ltd.