

EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**"), is made and entered into on this ___ day of _____ 2023.

By and Between

M/s.KISHEN MANPOWER (OPC) PRIVATE LIMITED, a company registered under Companies Act, having its place of business at Thideer Kuppam, Virapandi, Tirukkoyilur, Villupuram, Tamil Nadu - 605758 (hereinafter referred to as the "**EMPLOYER/COMPANY**", which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, executors, administrators and assigns) of the First Part.

And

Mr./Ms. _____ bearing Aadhar No. _____, having place of residence at _____ (hereinafter referred to as the "**EMPLOYEE**", which expression shall, unless repugnant to the context or meaning hereof, mean and include his heirs, executors, administrators and assigns) of the Second Part.

The 'EMPLOYER/COMPANY' and 'EMPLOYEE' shall hereinafter be referred individually as "**Party**" and collectively as "**Parties**".

WHEREAS,

1. The Employer is carrying on the business of providing man resources.
2. The Company wishes to procure the services of Employee under the terms and conditions set forth and Employee wishes to be employed on these terms and conditions.

3. The parties to this Employee Agreement wish to enter into a written expression of their relationship as Employer and Employee.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Employment:

The Company agrees to employ Employee, and Employee accepts employment with the Company, on and subject to the terms and conditions set forth in this Employee Agreement.

2. Term:

The Company will employ the Employee pursuant to this Employee Agreement effective on _____. The employment of employee will be at-will, meaning that employment may be terminated by either party at any time in accordance with the provisions of Clause 10 mentioned below.

3. Term and Probation Period

- a) It is understood and agreed that the first 3 month of employment from the date of employment shall constitute a probationary period ("**Probationary Period**") during which period the Employer may, in its absolute discretion, terminate the Employee's employment, without assigning any reasons and without notice or cause.
- b) After the end of the Probationary Period, the Employer may decide to confirm the Employment of the Employee, in its sole discretion.

4. Position and Duties:

Employee shall be responsible for performing the duties _____ . Employee agrees that he/she will serve the Company faithfully and to the best of his ability during the term of employment. The Company and Employee may jointly from time to time to change the nature of Employee's duties and job title.

5. Time Devoted to Work:

Employee agrees that he will devote all of the necessary business time, attention, and energies, as well as Employee's best talents and abilities to the business of the Company in accordance with the Company's instructions and directions. Employee may engage in other business activities unrelated to the Company during the term of this Employee Agreement so long as such other business activities do not interfere with the terms and conditions of this Employee Agreement.

6. Place of Work:

- a) The Employee will be stationed in the Employer's office currently located in Villupuram, Tamil Nadu but the Company shall be entitled to transfer the Employee's services to any of the branches, sister concerns, which are presently operating or that which may be set up in future, in India or outside India.
- b) The Employee may be required to work at premises other than the Company's premises from time to time.

7. Working Hours:

- a) The Employees normal business hours are _____, (otherwise than on all holidays as notified in writing by the Employer time to time).
- b) The Employee will be expected to work _____ days a Week.

- c) The Company's hours may be amended by the Employer from time to time. However, the Employer has the authority to request/demand the Employee to work on weekends and other notified holidays.

8. Leave Policy:

- a) Employee(s) will be entitled to _____ public holidays in every calendar year in addition to such public holidays as may be notified by the Employer time to time.
- b) Any leave taken by Employee(s) for illness/sickness/injury will be deducted from leaves entitlement.
- c) Employee shall be entitled to participate in and receive benefits from all of the Company's employee benefit plans that are now, or in the future may be, maintained by the Company for its employees, including, without limitation, the Company's health insurance plan. No amounts paid to Employee from an employee benefit plan shall count as compensation due Employee as base salary or additional compensation. Nothing in this Employee Agreement shall prohibit the Company from modifying or terminating any of its employee benefit plans in a manner that does not discriminate between Employee and other Company employees.

9. Compensation and Benefits:

- a) For all services rendered by Employee under this Agreement, the Company agrees to pay Employee Rs. _____ /- (Rupees _____ Only) per month (the "**base/annual salary**"), which shall be payable to Employees.

- b) All amounts due from the Company to the Employee hereunder shall be paid to the Employee net of all taxes and other amounts which the Company is required to withhold by law.
- c) Subject to the approval of the Company, the Company shall promptly pay or reimburse Employee(s), for all reasonable business expenses incurred by Employee(s) in performing Employee's duties and obligations under this Employee Agreement, but only if Employee properly accounts for expenses in accordance with the Company's policies.

10. Duties and Obligations:

- a) The Employee will be required to perform all tasks/works and will be required to accept all duties and responsibilities as reasonably requested by the Employer time to time ("**Employee's duties**").
- b) The Employee agrees to perform the employee's duties in accordance with:
 - i. this Agreement,
 - ii. the directions, instructions, requests and orders of the Employer and
 - iii. any of the Employers guidelines, practice manuals, policies or procedures as they exist from time to time,
 - iv. The Employee must perform the Employee's duties in good faith having regard to the best interests of the Employer.
 - v. Shall abide by the Employer's HR Policy notified from time to time and in the event of Agreement between the provisions of the HR

Policy and this Agreement, it is hereby agreed that the provisions of this Agreement shall always prevail.

- vi. Shall properly and faithfully serve the Employer and use the best endeavors to protect and further the instance and reputation of the Employer.
- c) The Employee shall maintain proper dignity of the company's office and deal the matter with sobriety.
- d) During the Employment period, the employee without consent of the company in writing shall not sign on any documents or commit on behalf of the company without mutual consent. If the employee violates the same, then consequently in case if any liability arises then the company shall not be responsible for it in any circumstances.

11. Relationship of the Parties:

- a) **At-Will Employment:** The employment relationship is "at will" which means either Party may end the employment relationship at any time, for any reason, with or without notice. Although not required by law, a one-week notice of termination by the terminating Party is requested and encouraged.
- b) **Binding Authority:** The Employee does not have the authority to bind the Employer to any contracts or commitments without written consent by the Employer.
- c) **Non-Exclusivity:** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties.

12. Termination:

- a) Upon confirmation of the Employment, Employee may be terminated by either by giving written notice or by paying salary in lieu notice.
- b) If Employee purport to terminate the Employment without notice or prior to the completion of the notice period, employee agrees to relinquish any salary for that part of the notice period that is not fulfilled.
- c) In addition, Employee shall also pay the Employer for the remaining notice period for not completing the stipulated notice period. Purported termination of the Employment without notice or on a short notice or the payment of penalty shall not and does not absolve for the obligations.
- d) Nothing in this Agreement shall prevent the Employer from terminating the Employment of the Employee without notice, if Employee have been dismissed.
- e) Once the notice of Termination has been given by either party, the Employer may at any time before the expiry of the notice period, require to:
 - i. Perform such duties as directed,
 - ii. Perform no duties,
 - iii. Not have any communication with any customer or prospective customer of the Employer in relation to the business of the Employer and
- f) No severance pays, will be made to the Employee in case the Company has terminated the Employee's employment due to his/her breach of Agreement or if he/she do not meet the performance criteria prescribed by the Company.

- g) All memoranda, notes, records, or other documents made or composed by the Employee, or made available to him/her during the term of this Employment Agreement concerning or in any way relating to the business or affairs of the Company, its subsidiaries, divisions, affiliates, or clients shall be the Company's property and shall be delivered to the Company on the termination of this Employment Agreement or at any other time at the request of the Company.
- h) If the employee commits any offence punishable under the Indian Law even outside the company or with the customer outside the course of employment, the company shall not be responsible for it in any circumstances.
- i) Notwithstanding the above, Employment Agreement can be terminated on the following grounds:
 - i. Employee being found guilty of any dishonesty, misconduct, willful neglect of duty or other conduct amounting to gross misconduct with fellow colleagues or seniors,
 - ii. Employee committing a material breach of the terms and conditions of this Employment Agreement,
 - iii. Employee being found to be medically unfit or,
 - iv. Employee being declared a bankrupt or insolvent or,
 - v. Misappropriation of the Company's monies or property by the Employee or
 - vi. Misconduct or insubordination on the part of the Employee.
- j) Infringement of any Company rules and regulations, the Employee shall be liable to be dismissed or discharged forthwith notwithstanding the

rights and without giving any notice, which the Company may otherwise have against the Employee in case of any loss (grave or remote) caused by the employee during the course of his/her employment and the losses will be borne by him/her by way of damages which shall be calculated by the management of the company.

13. Reimbursements:

The Employer shall also reimburse all pre-approved expenses properly incurred by the Employee in the due and proper performance of duties or responsibilities provided that supporting original vouchers and bills are furnished along with any request for reimbursement. All expenses need to be pre-approved by the Employer controller as designated from time to time and failure to do so, shall result in the expenses not being reimbursed.

14. Non-Compete:

During the Term of this Agreement, the Employee agrees not to engage in any employment, consulting, or other activity and also not to engage in any activity that competes with the business, proposed business or business interests of the Employer, without the Employer's prior written consent.

15. Non-Disclosure/Confidentiality:

- a) Both the parties have obligations under the law not to disclose any confidential information and not to use it for any purpose.
- b) The receiving party agree that without the express written consent of disclosing party, the receiving party will not at any time divulge, furnish, disclose or make accessible to any person, firm, organization or corporation in any manner whatsoever any Confidential Information.

- c) The Party agrees that at all times during or subsequent to the performance of the Services, will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the own use during the Term of this Agreement and only to the extent necessary to perform the Services.
- d) **Confidential Information:** The 'confidential information' includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through whatever means it is disclosed. Confidential Information does not include information that:
- i. The receiving Party lawfully gained before the disclosing Party actually disclosed it;
 - ii. Is disclosed to the receiving Party by a third party who is not bound by a confidentiality agreement
 - iii. Becomes available to the general public by no fault of the receiving Party; or
 - iv. Is required by law to be disclosed.
- e) The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to the competitors of the Employer would be highly detrimental to the interests of the Employer.

- f) The Employee further acknowledges and agrees that the right to maintain the confidentiality of trade secrets, source code, website information, business plans or client information or other confidential or proprietary information, for the purpose of enabling the other party such information constitutes a proprietary right which the Employer is entitled to protect.
- g) Accordingly, the Employee covenants and agrees with the Employer that will not disclose, under any circumstance during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall use the same, except as required in the normal course of his engagement hereunder, and even after the termination of employment, employee shall not disclose or make use of the same or cause any of confidential information to be disclosed in any manner.
- h) The Employer owns any intellectual property created by the Employee during the course of the employment, or in relation to a certain field, and he/she shall thereon have all the necessary rights to retain it. After termination of employment, Employee shall not impose any rights on the intellectual property created. Any source code, software or other intellectual property developed, including but not limited to website design or functionality, that was created by the employee, during the course of employment under this Agreement, shall belong to the Employer.

16. Non-Assignment:

The interests of the Employee under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

17. Indemnification

The Employee shall indemnify the employer against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the employer in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

18. Costs:

Unless otherwise expressly provided in writing, each party is responsible for its own costs of complying with this Agreement and in connection with the performance of its obligation under this Agreement.

19. Force Majeure:

In the case of failure to perform this Agreement due to any **force majeure**, neither party shall be liable for such failure, and this Agreement shall be terminated automatically. In the case of failure to perform any part of this Agreement due to any **force majeure**, the party suffering from such **force majeure** may be exempted from corresponding liability to the extent of the impact of such **force majeure**. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such **force majeure**. If such **force majeure** occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities.

20. Representations and Warranties:

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

21. Severability:

If any provision this Agreement shall for any reason be held to be invalid, illegal or unenforceability in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

22. Waiver:

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

23. Amendments:

Any change, amendment, alteration or modification to this Agreement must be in writing and signed by authorized representative of both parties.

24. Dispute Resolution:

The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any claim arising out of or relating to this Agreement shall be settled by Arbitration in

accordance with the Indian Arbitration and Conciliation Act. All hearings will be held in Villupuram, Tamil Nadu and shall be conducted in English. The parties shall each appoint an arbitrator who shall then appoint a sole arbitrator to preside over the Arbitration proceedings.

25. Choice of Law:

This Agreement will be interpreted based on the laws of the State of Tamil Nadu regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of Tamil Nadu.

26. Entire Agreement:

This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

27. Notices:

All notice, requests, consents, approval, agreements, authorizations, acknowledgments, waiver and other communications shall be in writing and sent to the address specified in the title clause of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date by agreeing all terms and conditions, clauses, liabilities as mentioned above.

The Employer:

M/s.KISHEN MANPOWER (OPC) PRIVATE LIMITED

Signature: _____

Date: _____

The Employee:

Name: _____

Signature: _____

Date: _____