

EMPLOYMENT AGREEMENT

DATED []

BY AND BETWEEN

(EMPLOYEE NAME)

AND

(COMPANY NAME)

EMPLOYMENT AGREEMENT

This Employment Agreement (this "**Agreement**") is made and executed at [●] on (Date) by and between:

(NAME), age (XX), son of (FATHER'S NAME), residing at (ADDRESS), (hereinafter referred to as the "**Executive**") of the ONE PART;

AND

(COMPANY NAME), a private limited company, having its registered office at (ADDRESS), (hereinafter referred to as the "**Company**" which expression shall unless otherwise provided for includes successors and permitted assigns) and represented by its authorized signatory (Name) of the SECOND PART.

The Executive and the Company are individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS;

- a) The Company is engaged in the business of developing and selling online video interviewing software and building an online market place of video profiles. The Company employs qualified personnel that *inter alia* assist the Company.
- b) On considering the eligibility and experience of the Executive and on the faith of the representations made by the Executive with respect to his eligibility and his undertaking in relation to Confidential Information, Company has decided to continue with the employment of the Executive on the terms and conditions and remuneration hereinafter contained with effect from the date first hereinbefore mentioned;
- c) The Company and the Executive are therefore desirous of recording the terms and conditions of employment of the Executive with the Company.

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

1. APPOINTMENT, DESIGNATION AND PLACE OF WORK

- 1.1. The Company hereby employs and the Executive agrees to be employed by the Company as (DESIGNATION) subject to the terms and conditions set out in this Agreement with effect from (DATE) (the "**Employment**"). The Employment will continue until terminated by any Party in accordance with the termination provisions under this Agreement.
- 1.2. The Executive shall be based in Bangalore, India. In addition, the Executive shall travel to such other parts of India and overseas as the Company shall direct, for the discharge of his duties/responsibilities.
- 1.3. The normal work hours for the Company are 9 AM to 6 PM, Monday to Friday. However, subject to applicable laws, the Executive may be required to work additional hours as may be required by the business interests of the Company.

2. TERM

2.1. The Executive's employment with the Company shall continue unless terminated earlier under the termination provisions of this Agreement.

3. DUTIES AND OBLIGATIONS OF THE EXECUTIVE

3.1. During the Employment, the Executive shall be responsible for such duties as are assigned by the board of directors of the Company (the "**Board**") from time to time and shall have such authority and powers as are conferred upon him in this respect by the Board. The main duties and responsibilities of the Executive have been set out in **Schedule 1** of this Agreement.

3.2. The Executive shall, unless prevented due to medical reasons, devote his time, skill, ability and attention exclusively to the business of the Company and to the proper performance of his assigned duties. For avoidance of doubt the Executive shall not work for any other entity whether for remuneration or otherwise or hold any position in any entity whatsoever whilst he is employed by the Company.

3.3. The Executive shall always comply with all instructions and directions of the Company and discharge his duties in conformity with applicable laws, rules and regulations. Further, the Executive shall at all times faithfully and diligently serve the Company in all respects and use his best endeavours to promote the interests of the Company.

3.4. The Executive hereby represents and warrants to the Company that his mental and physical health does not on the date of this Agreement prevent him from performing his obligations under this Agreement.

3.5. If the Executive shall be prevented by illness, accident or other incapacity from properly performing his duties under this Agreement he shall report this fact promptly to the designated person at the Company.

3.6. The Executive shall carry out his duties faithfully, transparently with adequate disclosures and diligently and perform all functions and exercise all the powers for the purposes of management and administration of the Company and its business.

4. REMUNERATION AND OTHER BENEFITS

4.1. The Executive's annual gross salary shall be **INR [•] (IN WORDS)** per annum ("**Gross Salary**"), which shall be subject to revision from time to time.

4.2. The Gross Salary shall be paid subject to statutory deductions (including but not limited to tax and social security contributions as applicable), in arrears in twelve equal installments on or before the seventh day of each calendar month.

4.3. The breakdown of Executive's monthly salary has been provided in Part A of Schedule 2 of this Agreement.

4.4. The Company shall reimburse the Executive for all such reasonable expenses as are ordinarily and properly incurred by the Executive wholly and exclusively in the performance of his duties under this Agreement subject to the Executive presenting the necessary receipts or other supporting information as may be required by the Company in this respect.

4.5. The remuneration or compensation payable by the Company to you shall constitute full and adequate compensation for all employment and other services rendered by you to the Company and that you shall not be entitled to receive

from the Company or its affiliates, any additional payments, commissions, bonuses or compensation in respect of employment and other services rendered to the Company unless specifically approved by the board.

4.6. The Company shall be entitled to deduct from the remuneration or compensation or any other amounts payable to you, any and all amounts as may be owed by you to the Company, including advances and loans

5. LEAVE ENTITLEMENT AND HOLIDAYS

5.1. In addition to the public holidays as may be applicable in India, the Executive shall be entitled to such leave during each calendar year as has been provided in the HR policies.

5.2. The Executive may carry forward unused leave in accordance with law.

6. CONFIDENTIALITY

6.1. The Executive acknowledges that during the course of his Employment with the Company, the Executive will gain access to information which may be obtained by means of written, oral or electronic communication about the business of the Company, and / or Affiliates including business development strategies, know-how, processes and technologies financial details, confidential data and any other information which amounts to a trade secret, which is confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of the Company or to public in general and which if disclosed may cause significant harm to the Company (which shall be deemed for the purposes of this Agreement as "**Confidential Information**").

6.2. The Executive acknowledges, understands and agrees that the protection of Confidential Information is the basis of this Agreement and that he shall keep secret and shall not at any time either during his employment under this agreement or after its termination, for whatever reason, use communicate or reveal to any person for the Executive's own or another's benefit, any Confidential Information which shall have come to his knowledge during the course of the Executive's employment under this agreement. The Executive shall also use his best endeavours to prevent the publication or disclosure of any such information.

6.3. The Executive acknowledges and agrees that he has an obligation in nature of fiduciary responsibility towards the Company and further undertakes that he shall not use the Confidential Information in connection with any arrangement that he may have with any third party at a future point of time. The Executive also undertakes that he shall not use Confidential Information for his own purposes and/or the benefit of another.

6.4. For the purposes of this clause and by way of illustration and not limitation, information will prima facie be secret and confidential if it is not in the public domain and relates to:

- a) the Company, its group companies, Executive Directors, suppliers, its affairs, operations, business methods or work systems;
- b) costing, profit margins, discounts, rebates and other financial information;
- c) marketing strategies and tactics;

- d) current activities and current and future business plans;
- e) the development of new products;
- f) production or design secrets;
- g) all intellectual property rights connected thereto whether registered or not;
- h) any business relationship, arrangement, contract or transaction between the Company and any person (including this Agreement, any communications between the parties in connection with this Agreement);
or
- i) any other material which is either marked "confidential" or is by its nature intended to be confidential or otherwise meant exclusively for the knowledge of the Executive alone or which is proprietary to the Company and/or its group companies and any other information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information.

6.5. Clause 12.1 shall not apply to the disclosure of any Confidential Information if and to the extent that such disclosure is:

- a) required by law or by any competent regulatory authority; or
- b) is in the public domain other than through breach of this clause; or
- c) the Company in writing has granted its consent for such disclosure.

6.6. The Executive agrees and acknowledges that i) the obligations undertaken by the Executive under this clause shall be binding on the Executive till the expiry of 24 months from the date of termination of this Agreement for any reason whatsoever; and ii) that the consideration payable by the Company under this Agreement is adequate consideration for the Executive to undertake the said obligations.

7. **INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION**

7.1. The Executive hereby agrees, acknowledges, declares and undertakes that all intellectual property including know-how, trademark, patents, copyright and design rights, of whatsoever nature, whether registered or un-registered, whether registrable or un-registrable, whether accruing as a result of law or fact ("**Intellectual Property Rights**"), created, developed, conceived and devised by the Executive either alone or with others during or in course of employment with the Company for the purposes of rendering the services to the Company or to its affiliates shall belong to the Company and/or its affiliates (as applicable) absolutely and the Executive shall have no rights in respect of such intellectual property and make no claims in respect thereto. The Executive further agree, acknowledge, declare and undertake that all Intellectual Property Rights in the intellectual property created, developed, conceived and devised by you either alone or with others before your employment with the Company but used or incorporated in the products and software(s) developed by the Company during or in the course of employment with the Company or otherwise, belongs to the Company absolutely and that the Executiveshall have no rights in respect of such intellectual property and make no claims in respect thereto. All rights, title and interest in such Intellectual Property Rights, including the right to amend, alter, modify, make derivate works of, copy, use, sell transfer, license or otherwise

commercially exploit the same, will belong solely and exclusively to, and be for the benefit of the Company without restriction of any kind.

7.2. The Executive hereby irrevocably, unconditionally and without any territorial limits assign all such Intellectual Property Rights for the entire period during which Intellectual Property Rights subsist (and any renewals and extensions thereof) in any document created and/or information generated by the Executive either alone or with others for the purposes of and in respect of the services rendered by the Executive to the Company. The Executive agree and undertake that he shall not, at any time, do or cause to be done, any act or thing, directly or indirectly in any way impairing the Company's or its affiliates' right, title or interest in such Intellectual Property Rights.

7.3. The Executive hereby irrevocably, unconditionally and without any territorial limits assigns to the Company all his rights, title and interests in and to any and all intellectual property including know-how, trademark, patents, copyright and design rights, of whatsoever nature, whether registered or un-registered, whether registrable or un-registrable, whether accruing as a result of law or fact ("Intellectual Property Rights") related to the Company's business or created during the term of this Agreement, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by the Executive, either alone or jointly with others, during the term of this Agreement, whether or not during regular working hours. In the event that any instruments are required to be executed or any other steps are required to vest such rights, title and interests with the Company, the Executive agrees to cooperate with the Company in the execution of these instruments and taking such steps. The Company agrees to bear the expenses incurred in the execution of such instruments and taking such steps.

7.4. The Executive hereby irrevocably appoints the Company or any person nominated by the Company as his/her attorney to sign or execute any and all agreements, instruments, deeds or other papers and do all things in the name of the Executive as may be necessary or desirable to implement the obligations of the Executive pursuant to this clause, including appointing any substitute and delegating to that substitute all or any powers conferred by this power of attorney. For the avoidance of any doubt, it is hereby clarified that the scope and object of power of attorney referred to in Clause 7.2 is limited to the sole purpose of assignment of IPR referred to in Clause 7.1 and matters incidental to such assignment. It is also clarified that IPR shall be assignable to the Company under clause 7.1 only if such IPR is created by the Executive during the course of his employment with the Company and the attorney appointed under the aforesaid power of attorney shall have the right to sign or execute documents in relation to such IPR which were created during the course of Executive's employment with the Company and no other.

7.5. The Executive irrevocably and unconditionally waive any and all moral rights or any rights of similar nature under any law in any jurisdiction and quit any and all claims, of whatsoever nature, in and to any and all material written, created or devised by it pertaining to any of the services rendered to the Company or its affiliates under this Agreement

7.6. The Executive shall:

- a) comply with any lawful request made or direction given by the Company in connection with the requirements of applicable data protection laws;

- b) only process personal data supplied by the Company or Affiliates as part of the provision of the his Services and in accordance with applicable data protection laws;
- c) comply with any current privacy policy, if any, issued by the Company or its Affiliates (from time to time) in accordance with the requirements of applicable data protection laws;
- d) only process personal data lawfully under applicable data protection laws and in accordance with the Company's instructions;

7.7. The Executive shall indemnify and keep indemnified the Company and its Affiliates from and against all and any losses arising directly or indirectly from or as a consequence of:

- a) any third party allegation or claim related to the Executive's failure to comply with any obligations under applicable data protection laws; or
- b) any liability (whether criminal, in tort, equity, contract or otherwise) arising as a result of any breach by the Employee of any terms of this Clause;
- c) and this indemnity shall be enforceable by the Company and/or its Affiliates against the Executive in respect of their respective losses.

7.8. The Company in some circumstances may monitor, record or inspect communications (including e-mails, voicemail, telephone calls, paper correspondence and Internet usage records) using monitoring devices or other technical or physical means.

7.9. As part of the ongoing relationship between the parties, the Company shall be permitted to use personal data provided by the Executive, as well as personal data acquired from other sources such as public registers, in order to carry out credit and money laundering checks and the Executive hereby represents, warrants and undertakes he has given his lawful consent to such processing. The Company undertakes that personal and sensitive personal information shall at all times be handled in accordance with the Information Technology Act, 2000 and rules framed thereunder.

8. CONFLICTING EMPLOYMENT

The Executive agrees that, during the Term of his employment with the Company, the Executive will not engage in any other employment, occupation, consulting or other business activity or provide any services to or otherwise be involved with any person or body corporate directly or indirectly whether through partnership or as a shareholder, joint venture partner, collaborator, consultant or agent or in any other manner, without prior written disclosures to the Company .

9. NON-COMPETE AND NON-SOLICITATION OBLIGATIONS

9.1. The Executive agrees and acknowledges that:

- a) Executive's primary duty under this Agreement is to work for the benefit of the Company;

- b) the information gained by the Executive during the performance of his duties shall not be known by the general public or by the majority of those engaged in the same business;
- c) by virtue of the Employment with the Company Executive will gain access to Confidential Information which belongs exclusively to Company and is of substantial value to the Company; and
- d) the services to be provided by Executive hereunder are of a special nature.

9.2. In view of 9.1, the Executive undertakes that he shall not, during the Term and for a period of 24 months after the termination of Employment:

- a) (except as a passive investor in not more than five per cent of any class of securities quoted on a recognised investment exchange) directly or indirectly in any capacity (whether as principal, shareholder, manager, executive director, independent contractor, consultant, collaborator, agent or in any other way) directly or indirectly manage or establish or operate or consult or be engaged or be interested in or employed by or provide any consultancy or other services to a business whose activities are substantially similar to or compete with a business of the Company or its Affiliates which at the date of termination of employment is either carried on or to his knowledge, is planned to be carried on by the Company or its Affiliate in India or in any other country;
- b) in any capacity (whether as principal, shareholder, director, manager, executive director, independent contractor, consultant, agent or in any other way or through any other entity in competition with a business of an Affiliate carried on at date of such termination in respect of which he has been involved during the twelve months prior to the date of termination of his employment), directly or indirectly solicit or try to solicit orders for goods or services supplied by or an Affiliate from a person who at any time within twelve months year prior to the date of termination of his Employment, has been a customer of or material supplier to, such business or with whom an Affiliate has done business and with whom he has had dealings during the twelve months prior to such termination or
- c) either on his own behalf or on behalf of any other person or persons either act for or canvass, solicit or approach or cause to be canvassed, solicited or approached for orders or instructions (in each case in respect of services provided by the Company) any person or persons who at any time during the preceding one year or (following such termination) at any time within one year prior to such termination is or was a client or customer of the Company or was negotiating to become a client or customer of the Company or its Affiliates;
- d) either on his own behalf or on behalf of any other person sell or otherwise render any services which rendered in either case by the Company to any person or persons who at any time during the preceding one year or (following such termination) at any time within one year prior to such termination is or was a client or customer of the Company or its Affiliates actively doing business with it;

- e) interfere or seek to interfere or take such steps as may interfere with the continuance of supplies to the Company or its Affiliates (or the terms relating to such supplies) from any suppliers who have been supplying goods or services to the Company or its Affiliates at any time during the preceding one year or (following such termination) at any time during the one year prior to such termination or
 - f) solicit or hire or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any person or entity which is a competitor of the Company.
- 9.3. The Executive expressly agrees that any breach by the Executive of this clause in any manner, will cause grave and irreparable damage to the Company and accordingly unconditionally and irrevocably agrees that should the Executive commit any breach under this clause, the Company shall be entitled to an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate.
- 9.4. The Executive agrees that each of the restrictions set out in this clause represents a separate and independent restriction. While the restrictions aforesaid are considered by the Executive and the Company to be reasonable and legitimate for the purpose of business of the Company in all the circumstances it is agreed that if anyone or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interest of the Company and its Affiliates, then such restriction or restrictions shall be severed from this Agreement without affecting the remainder of the other restrictions contained in this clause which shall remain in full force and effect.
- 9.5. The Executive hereby further covenants and agrees that all references herein made to the Executive and all prohibitions on the Executive shall be deemed to include and apply with equal force and effect to any business and/or enterprise, directly or indirectly owned or controlled by the Executive and any other business in which the Executive has a direct or indirect interest.

10. TERMINATION

- 10.1. The Company and the Executive shall terminate this Agreement upon notice of three months during the Term as the case may be. In the event of termination of this Agreement by the Executive, the Company shall have the right to relieve the Executive of its duties during the said notice period by making payment in lieu of unexpired portion of the notice period
- 10.2. The Company shall be entitled to terminate this Agreement for Cause immediately in which event all of his rights to payment from the Company (including pursuant to any plan or policy of the Company) shall terminate immediately, except the right to payment in respect of Salary in terms of Annexure 1 in respect of periods prior to such termination.

“Cause” shall mean if the Executive is:

- (a) found to be of unsound mind by a Court of competent jurisdiction; or
- (b) applies to be adjudicated an insolvent; or
- (c) is adjudged as insolvent; or

- (d) is convicted by any Court of an offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or
- (e) absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whichever is longer; or
- (f) whether by himself or by any person for his benefit or on his account, or any firm in which he is a partner or any private company of which he is a director, accepts a loan, or a guarantee or security for a loan, from the company in contravention of Section 185 of the Act; or
- (g) acts in contravention of Section 184 of the Act; or
- (h) has been removed in pursuance of Section 169 of the Act; or
- (i) an act of dishonesty or fraud by the Executive, which has been reasonably established by the Company through demonstrated evidence, whether or not such act is intended to result in personal gain or enrichment;
- (j) is guilty of fraud or other gross misconduct, or gross incompetence or neglect of duty, or commit any other breach of any of the obligations agreed under the Agreement; or
- (k) refuses to carry out any reasonable instructions given to him by the Board in the course of his employment or fail to diligently attend to his duties hereunder; or
- (l) the Executive personally engaging in willful misconduct which causes material harm to the business of the Company or its Affiliates; or
- (m) is or has become prohibited by law from being a director; or
- (n) the Executive breaching any of the terms of this Agreement or other agreements signed with the Company.

10.3. The Company, in its sole discretion, shall have the right to direct the Executive from entering the premises of any of the offices or other establishments under the control of the Company and directing the Executive to abstain from undertaking his regular responsibilities during the notice period mentioned in Clause 11.1 above.

10.4. Upon the termination of the Employment under this Agreement for whatever reason the Executive shall:

- a) deliver up to the Company all correspondence, drawings, documents and other papers and all other property belonging to the Company or any associated company which may be in the Executive's possession or under his control (including such as may have been made or prepared by or have come into the possession or under the control of the Executive and relating in any way to the business or affairs of the Company or any associated company or of any supplier agent or client of the Company or any associated company) and the Executive shall not without the written consent of the board retain any copies thereof;
- b) if so requested send to the Company a signed statement confirming that he has complied with sub-clause (a) of this clause and
- c) irretrievably delete any information relating to the business of the Company or any Affiliate stored on any magnetic or optical disc or memory and all matter derived there from which is in his possession, custody, care or control outside the premises of the Company and shall produce such evidence thereof as the Company may require.

- 10.5 It is clarified that notwithstanding the reason of termination of Employment, Executive will be bound by the obligations under clause 10.2 of not directly or indirectly competing with the Company during the period mentioned therein.

11. Representation

The Executive represents that the execution and delivery of this Agreement by the Executive and promises, covenants or undertakings given by the Executive under this Agreement do not violate any law, rule, regulation or order applicable to the Executive or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which the Executive is a party or which is applicable to the Executive or which relates to the Executive's prior engagements or prior employers.

12. NOTICES

- 12.1. Any notice required or permitted to be given under this Agreement shall be given in writing and delivered personally or sent by registered or certified mail to

If to the Company: Name: [●]
Address: [●]
e-mail: [●]

If to the Executive: Name: [●]
Address: [●]
e-mail: [●]

13. This Agreement may not be amended or modified except by a document in writing, signed by the respective Parties or their authorized representatives.
14. The Executive shall promptly, whenever requested by the Company, deliver to the Company all documents and material the Company may require including but not limited to lists of clients or customers, correspondence and all other documents, papers and records which may have been prepared by him or have come into his possession in the course of his Employment with the Company, and the Executive shall not be entitled to and shall not retain any copies thereof. The Executive is obliged to execute all directions given by the Company at all times including the notice period under Clause 11 above.
15. The Executive shall not, either during or after his employment, make any misleading, derogatory or untrue comments or statements (whether orally or in writing) concerning the Company, any affiliate or their respective investors, officers, consultants, directors, customers, prospective customers, suppliers, and business partners.

16. No failure or delay by either Party in exercising any remedy, right, power or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or exercise of any other remedy, right, power or privilege.
17. Notwithstanding anything herein to the contrary, Clause 6 (relating to Confidentiality), Clause 7 (relating to Intellectual Property), Clause 9 (relating to Non-compete & Non-Solicit obligations), Clause 11 (relating to Notices), Clause 13 (relating to the return of Company's property) and Clause 17 (relating to governing law) shall survive any termination of this Agreement.
18. This Agreement shall be governed by the laws of India. The courts at Bangalore, India shall have exclusive jurisdiction over any matters arising under this Agreement. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.
19. For the purposes of this Agreement, the term '**Act**' means the Companies Act, 2013 and shall include any statutory modification or amendment thereto or re-enactment thereof in force from time to time.
20. For the purposes of this Agreement, the term '**Affiliate**' means "Affiliates" in relation to a person, a) being a corporate entity, shall mean any entity or person, which Controls (*as defined under the (Indian) Companies Act, 2013*), or is Controlled by, or is under the common Control of such person; b) being an individual shall mean any Relative (*as defined under the (Indian) Companies Act, 2013*) or any other entity or person which is Controlled by such person or a Relative (*as defined under the (Indian) Companies Act, 2013*) of such individual; c) in any other case shall mean a person Controlled by a party/ies to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the day and year first herein above written.

SIGNED by
(XXXXXX)

SIGNED by
(XXXXXXXX)

on behalf of
[•]

in the presence of:

in the presence of:

SCHEDULE 1

Primary Duties and Responsibilities of the Executive:

SCHEDULE 2

The breakdown of annual salary of the Executive is as follows:

➤ **PART A**

Annexure – Mr. XXXXXX (w.e.f. [●])		
Salary Component	Monthly	Annual
Basic Salary		
House Rent Allowance		
<u>Others</u>		
Conveyance Allowance		
Medical Advance		
Special Allowance		
Other Allowance		
Monthly Reimbursement (Non-Taxable Component)		
Monthly Payout		