

EMPLOYEE SERVICE AGREEMENT

This agreement made between **Merciglobal Systems Pvt. Ltd.**, having its office at 401-402, Trinity Cygnus, Someshwara Circle, Udhna Magdalla Road, Surat-395007, hereinafter called MERCI GLOBAL

AND

 , hereinafter called "the employee".

And whereas on being approached by the employee, the Company has appointed the said employee in the Company upon certain terms and conditions vide appointment letter.

The EMPLOYEE hereby accepts the appointment with terms and conditions.

And whereas the said Company has desired that the said "employee" should give commitment to serve the Company for **2 years** Starting from **the date of this agreement** onwards and in response to that the said employee has expressed the desire to give commitment to the "Company" to stay and accordingly the said employee is required to enter into a service agreement for **2 years**.

And whereas the parties hereto are desirous of recording the said terms and conditions.

NOW THIS AGREEMENT WITNESSETH

1. That the Company has agreed to designate the said employee as per appointment letter which will include functions delegated from time to time. The EMPLOYEE, who hereby accepts the appointment and is appointed as per employment letter for the EMPLOYER.
2. That the said employee shall in the discharge of duties confirm to and comply with all the rules and regulations of the Company and of the Government, and shall not do or suppose to be done anything against the interest of the Company.
3. That the said employee shall, during the said term employee efficiently and diligently and to the best of the employee's ability and shall devote whole time & attention to the Company and generally carry out duties and work as assigned to the employee and shall obey and comply with all lawful orders and directions given to the employee by the Director of the Company or by officers superior to the employee and shall honestly, diligently and faithfully serve the Company and use utmost endeavor to promote the interest of the Company.
4. That the said employee shall be posted at **Surat** initially. However, the management at its discretion may transfer the employee to its division, branch or subsidiary Company or any other location and assign additional responsibilities depending on the prevailing situation and circumstances without any additional remuneration.
5. That the said employee shall not during the period of this agreement work directly or indirectly in any trade or business either as employer or employee or partner or adviser or in any other capacity.
6. That the said employee shall be just and faithful to the Company in all matters and shall not any time except under legal process, divulge to any person whatsoever

and shall use best endeavors to prevent the publication or disclosure of any trade secret or manufacturing process or any information concerning or in respect of the Company and decisions of the Company or of its dealing, transactions of affairs which may come to the employee's knowledge.

7. That the said employee shall serve the company during Service hours from 09:40 am until 07:00pm on weekdays or as may be prescribed or decided from time to time by the company.
8. That the said employee shall be paid by Company a CTC Salary as stated in the CTC section, inclusive of all benefits, subject to satisfactory performance, such salary shall commence from the date of this agreement and shall be payable after the end of each month.
9. That the said employee increment shall be considered by the Company after completion of **1 Year** and shall depend entirely upon the discreet evaluation system of the company and when the employee is promoted to the next higher post then new service agreement will be made from that date as per the norms of that post.
10. That the said employee also agree to not to leave the company before the agreed period of 2 year.
11. That the employee will agree that all the terms and condition mentioned in appointment letter will be applicable to him.
12. That this agreement shall be terminated upon the death of the said employee and in that event, employee's heirs, executors and, administrators shall be entitled to a proportionate salary and other legal dues computed till the date of the employee's death.
13. That if at any time during the employment, the said employee shall be guilty of misconduct of any willful breaches or continuous negligence of the terms of this agreement or the duties and/or instructions given to the employee from time to time by the Company. The Company may without any notice or payment in lieu of any notice put an end to and terminates the employment of the said employee with the Company. Without prejudice to the above such a situation by his/her misconduct compelling the Company to put an end to this services and the employee shall therefore continue to be liable for all losses /damages to the Company along with liquidated damages stipulated in the said agreement. In case any termination is been served to the said employee, under no circumstance he / she may claim or ask for any dues from the company. Any such dues (if applicable) shall be paid only upon the final settlement done by the department head under confirmation from any of the director of the company, period for which may be extended from 90 to 120 days of the termination letter / email.
14. The said employee shall be liable to return back to the company, any amount been paid by the company to the recruitment company (if termination is done within 6 months of joining of the employee), towards joining of this employee with the company.
15. That the said employee shall not leave the service of the Company until the completion of the agreed period,. If the employee leaves service in breach of this agreement, the following conditions shall be attracted immediately, namely: -

- a. That the said employee gives to the Company, 2 (two) – months prior notice in writing or pay in lieu thereof.
- b. In view of Para 13 mentioned here in above, if it is decided to pay compensation in lieu of notice period, in such circumstances also the employee concerned is required to stay with the Company for at least 30 (Thirty) days (non-programming), or 60 (Sixty) days (programming) division, to complete all pending task allotted to the employee and enabling Company to find out replacement.
- c. That the said employee in addition to above shall also pay an amount of 1 month's current salary, as liquidated damages for the premature termination of the agreement at the instance of the employee. The said amount has been mutually agreed by and between the parties considering the circumstances or the case and also all the facts including the fact that loss will be suffered by the Company.
- d. Provided that if the employee leaves the employment of the Company before completing the agreed tenure on account of becoming physically incapacitated by reason of illness or injury and has not taken up any other employment during the remaining period of the contract, the company will not claim any amount by way of liquidated damages.

16. Merciglobal Systems may provide uniform(s) to the employees, each year, at its own cost. However to ensure the sustainability and continuity of the employee and the costs thereof, the initial costs of the materials provided will be deducted from the immediate salary of the concerned employee. The deducted amount will be divided into twelve installments and reimbursed to the employee by adding the installment amount to the monthly salary, each month.

17. Merciglobal Systems may offer or provide medical health policy, accident insurance policy, or any such individual or family benefit policy to its employees. In issuance of such a case policy, the full amount paid towards procurement of such policy shall be deducted from the employee's immediate salary and repaid by adding the monthly installment amount to the salary, over a period of next 12 months of the concerned employee.

18. That the said employee shall not during this Agreement or any time thereafter divulge or communicate to any person other than to Seniors or other employees of the Company whose province it is to know the same or on the written instructions of the Company any information concerning the Company's trade secrets, manufacturing processes or the business accounts finance or contractual arrangements of the Company or its other dealings, transactions or affairs which may come to its knowledge during this Agreement. Employees shall take all reasonable steps to ensure the security of the Company's systems and premises is not compromised and will comply with all security directives made known to them by the Company in duration of their employment and even after leaving the organization for next 3 years.

19. That the said employee shall not promote any other Company or Firm products or any other products, which are being offered by the Company. This applies even to any other similar products, solutions that are not identified yet by the company. During the validity of this employment or even after its termination, the said employee will not do any act, which directly or indirectly harms the interest of the

company. That after discontinuance with the Company, the said employee will not contact or work with the clients of the Company directly or indirectly till next 5 years.

20. That the said employee will maintain the management information's and discussions with utmost Confidentiality and secrecy and none of the matter will be ever be discussed or divulge to your colleagues, peers and the customers and the clients.
21. That the said employee will immediately return to Company any data, codes, projects, intellectual property, business ideas or plans, drawings, writings, prints, documents, computer media, samples, prototypes, parts, or anything else containing, embodying, or disclosing any of company's or its customer's published, unpublished, confidential, proprietary, or trade secret information that are in employee's possession or subject to employee's control. Employee understands that all such materials, whether generated by employee or by others, shall at all times remain property of company or its customers.
22. During and after the employment/engagement with company, employee will not disclose or use any generated or otherwise acquired document or any sort of information from company or its customers or any items mentioned. During and after the employment with Company, employee will keep all such knowledge and information confidential.
23. That the said employee understands that unauthorized disclosure or use of Company's or its customer's published, unpublished confidential, proprietary, or trade secret information is likely to cause irreparable harm to Company or its customers. Employee agree that company or its customers shall be entitled to, individually or jointly, an injunction restraining such unauthorized use of disclosure without (i) proof of irreparable harm or (ii) posting an injunction bond.
24. The failure of company to exercise its right under or insist upon strict performance of the provision of the Agreement shall not operate as a waiver thereof or preclude company from exercising its rights if conditions are not exercised properly.
25. That the said employee will abide by all the stated terms and conditions in service agreement as well as appointment letter.
26. During the agreed period of employment with company, the said employee may not accept any part time employment or company's related work profile anywhere.
27. That in the event of any dispute or difference arising between the parties hereto either during the subsistence of this agreement or afterwards relating to this agreement, the Courts at Surat alone will have exclusive jurisdiction in all matters connected with this agreement.
28. In event an employee is issued a **PIP notice** (Personal Improvement Plan), the salary from the aforesaid period will be put on hold, until the clearance of such PIP notice. In case an employee resigns during this period, any dues (if any), shall lapse and shall not be payable to the employee.

SERVICE HOURS

Service hours will be from 09:40 AM until 7:00 PM on weekdays.

The EMPLOYEE will be entitled to a meal interval of thirty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

REMUNERATION - CTC Section

The EMPLOYEE will be entitled to the following remuneration:

As per attached appointment letter.

The EMPLOYEE hereby given permission to the EMPLOYER to deduct all obligatory deduction as authorized by statute from the above remuneration.

Overtime will be performed when so reasonably requested by the EMPLOYER and the EMPLOYER will remunerate the EMPLOYEE according to the Basic Conditions of Employment Act of 1997, as amended.

Holiday

All National holidays and Sunday.

TRAVEL EXPENSES

All the business related expenses will be borne by the company for the employee that is the travel itself (flights, trains, and taxis), accommodation, food, and work-related incidentals.

Leave

As per company policy.

Assets / Equipments to be owned by the Employee

1. Bike for local travel - Compulsory.
2. Laptop - Compulsory

In witness whereof the parties hereto have set their hands to this agreement on the day and year first written above.

Equitable relief: I acknowledge and confirm that any violation of this agreement by me will cause irreparable injury to Company and shall entitle Company to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions without the necessity of posting bond or security.

Non-waiver and attorneys' fees: Waiver by either me or Company of strict performance of any provision of this Agreement shall not be a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney's fees.

General terms of agreement: I agree that this agreement shall be governed for all purposes by the laws applicable at Surat in the State of Gujarat, India as such laws apply to contracts performed within Gujarat, India by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this agreement shall lie at Surat. If a court declares any provision of this agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this agreement void, it shall be severed from this agreement, the remainder of which shall remain in full force and effect.

Witness & Signature:

For Merciglobal Systems Pvt. Ltd.

1. _____

(Authorized Signature)

2. _____

(Employee)

Agreement Date: _____

(Affix Photo and stamp of each witness, authorised person and the employee.)