

# **EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (hereinafter, the “**Agreement**”) is entered into on this **21<sup>st</sup>** day of March, **2022** (Monday)

## **BY AND BETWEEN**

**Farmorigin Agrosience Private Limited**, a private limited company incorporated under the Companies Act, 2013, CIN- U74994DL2017PTC327443 having its registered office at **Lower Ground, D-160, Saket, New Delhi – 110017, India** (hereinafter referred to as the “**Company**” or “**Employer**”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns),

## **AND**

**Miss. Sonam Tandy D/O Mr. Dayaram Tandy** aged **21 years** and residing at **Hyderabad** (hereinafter referred to as the “**Employee**”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns).

**WHEREAS**, the parties hereto desire to enter into this “**Agreement**” to define and set forth the terms and conditions of the employment of the Employee by the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Employee as follows:

### **1. Interpretation**

In this agreement the following terms shall have the following meanings:

- a) **Confidential Information** any trade secret or other information which is confidential or commercially sensitive and which is not in the public domain (other than through the wrongful disclosure by the Employee) and which belongs to any Group Company (whether stored or recorded in documentary or electronic form) and which (without limitation) relates to the business methods, management systems, marketing plans, strategic plans, finances, new or maturing business opportunities, marketing activities, processes, inventions, designs or similar of any Group Company, or to which any Group Company owes a duty of confidentiality to any third party and including in particular
- b) **The Employment** [insert specific named items of Confidential Information]; the employment of the Employee by the Company in accordance with the terms of this agreement;
- c) **Group Company** the Company, any company of which it is a Subsidiary

d) **Subsidiary** a company as defined in section 2(87) of the Companies Act 2013;

e) **Termination Date** the date on which the employee ceases

## 2. Position

- a. Upon execution of this Agreement, the employee would be posted as the **Sales & Marketing Executive** of the “**Company**”.
- b. During the term period of this “**Agreement**”, the Company may change the employee's above mentioned post (or position) or location based on the Company's production, operation or working requirements or according to the employee's working capacities and performance, including but not limited to adjustments made to the employee's job description or work place, promotion, work transfer at the same level, and demotion, etc., or adjustments made to the employee's responsibilities without any change to employee's post (or position).

## 3. Term and Probation Period

- a. It is understood and agreed that the first 3 months 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. Also, during this time, the Employee is not eligible for paid time off or other benefits.
- b. After the end of the Probationary Period, the Employer may decide to confirm the Employment of the Employee, in its sole discretion.
- c. That in the following the probationary period, the Employee shall be eligible for the following paid time off Holiday leaves will be paid as per company the norms. The Employee will be eligible for a sick leave in a month during probationary period. and Sick Leave on need basis in a month the unused casual leaves cannot be carried forward for the next year and unknowledgeable/unapproved leave will consider as 2-days absent for each day.
- d. While on probation, if employee willfully under/poor perform or in subordinate, abscond, disobey, steal, engage directly or indirectly in fraud, become dishonest, willfully damage to or loss of employer goods, partaking for bribes or any illegal gratification, absence without leave for more than 1-day, habitual late attendance, disorderly behavior during working hours, the company has the right to terminate employee services at any time without clearing the dues.
- e. After the end of the Probationary Period, this Agreement may be terminated in accordance with Clause 12 of this Agreement.
- f. It is understood that no leaves shall be awarded during the first 30 days of employment if they will request a leave then it will be at employer's discretion to allow, else one Leave shall be considered equals to less of pay for 30 days.

## 4. Performance of Duties

- a. The Employee agrees that during the Employment Period, he/she shall devote his/her full business time to the business affairs of the Company and shall perform the duties assigned to him/her faithfully and efficiently, and shall endeavor, to the best of his/her abilities to achieve the goals and adhere to the parameters set by the Company.

## 5. Compensation

Subject to the following provisions of this “**Agreement**”, during the Employment Period, the Employee shall be compensated for his services as follows:

- a. The Employee shall receive an annual salary, payable in monthly or more frequent instalments, as per the convenience of the Employer, an amount of **INR 15000** month, subject to such increases from time to time, as determined by the Employer. Such payments shall be subject to such normal statutory deductions by the Employer. An additional amount of **INR 5000** will be released as variables purely based on performance it will be justified by the reporting heads.

b. That the **Duration for Release of the Salary** is explained below.

**Joining Date**

**Salary Release Date**

1 to 19<sup>th</sup> date of Any Month = 7<sup>th</sup> to 10<sup>th</sup> date of the next month.

20 to 31<sup>st</sup> date of Any Month = 7<sup>th</sup> to 10<sup>th</sup> date of the month after next.

And the salary will extend for next coming month. The employee is prohibited from taking any voluntary/involuntary leaves during their first 30 days from joining date. The salary will be increased after two months of employment, if applicable, and it will be justified by clearance form (DC/HV/HR05) and performance review from (DC/HV/HR07) of the employee.

- c. During the term of this Agreement, the Employee's salary shall be paid by means of bank transfer, cheque, or any other method convenient to the Employer, and consented to by the Employee.
- d. All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized prior to being incurred and with the provision of appropriate receipts.
- e. That The Employee has the right to participate in any **benefit plans** offered by the Employer. Access to these benefits will only be possible after the probationary period has passed.

**6. Obligations of the Employee**

- a. Upon execution of agreement, the Employee shall not engage in any sort of theft, fraud, misrepresentation or any other illegal act neither in the employment space nor outside the premise of employment. If he/she shall do so, the Company shall not be liable for such an act done at his own risk.
- b. The Employee further promises to never engage in any theft of the Employer's property or attempt to defraud the Employer in any manner.
- c. The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time.
- d. The Employee shall not take up part-time or full-time employment or consultation with any other party or be involved in any other business during the term of his/her employment with the Company.
- e. The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time, including but not limited to Leave Policy and Sexual Harassment Policy.
- f. The Employer hereby prohibits the Employee from engaging in any sexual harassment and the Employee promises to refrain from any form of sexual harassment during the course of employment in and around the premise of employment. If the Employee violates this term in the agreement, he shall be fully responsible for his/her actions and the Employer shall not be held responsible for any illegal acts committed at the discretion of the Employee.
- g. The employee has to ensure at least 30% achievement of their target. If an employee is not able to achieve even 30% of the monthly target given by the company, then the company has the right to deduct the salary.

**7. Leave Policy**

- a. The Employee is entitled to 10 days of paid casual leaves in a year and 12 days of sick leave. In addition, the Employee will be entitled to 9 public holidays mentioned under the Leave Policy of the Employer.
- b. The Employee may not carry forward or en-cash any holiday to the next holiday year.
- c. In the event that the Employee is absent from work due to sickness or injury, he/she will follow the Leave Policy and inform the designated person as soon as possible and will provide regular updates as to his/her recovery and as far as practicable will inform the designated person of the Employer of his/her expected date of return to work.
- d. If the Employee is absent from work due to sickness or injury for more than three consecutive days, he/she must submit to the Employer a Medical Certificate his/her doctor and the employer can do background checks to ensure that the submitted documents are genuine.

**8. Assignment**

- a. The Employee acknowledges that any work including without limitation inventions, designs, ideas, concepts, drawings, working notes, artistic works that the Employee may individually or jointly conceive or develop during the term of Employment are "works made for hire" and to the fullest extent permitted by law, Employee shall assign, and does hereby assign, to the Employer all of Employee's right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such works.
- b. Employee shall, upon request of the Employer, execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Employer all of Employee's right, title and interest in and to all such matters.
- c. The parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

**9. Competing Businesses**

During the Term of this Agreement and for a period of one (1) year after the termination of this Agreement, the Employee agrees not to engage in any employment, consulting, or other activity that competes with the business, proposed business or business interests of the Employer, without the Employer's prior written consent.

**10. Confidentiality**

- a. The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, he 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.
- b. 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.
- c. Accordingly, the Employee covenants as agreed with the Employer that he will not, under any circumstance during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall he use the same, except as required in the normal course of

his engagement hereunder, and even after the termination of employment, he shall not disclose or make use of the same or cause any of confidential information to be disclosed in any manner.

- d. The Employee agrees that he or she is fully legally authorized to work in Farmorigin Agrosience Private Limited and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.
- e. That the employee will fully disclose to the Employer any other Employment relationships that the employee has and the employee will be permitted to seek other employment provided that
  - (a.) it does not detract the employee ability to fulfill his duties,
  - (b.) the employee is not assisting another organization in competing with the employer.
- f. 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 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.
- g. The Employer has right to assess integrity of the employee based on responsibility, honesty, commitment, capability, ability. And the company has right to terminate employee services based on integrity.

#### 11. Remedies

If at any time the Employee violates to a material extent any of the covenants or agreements set forth in paragraphs 6 and 9, the “**Company**” shall have the right to terminate all of its obligations to make further payments under this Agreement. The Employee acknowledges that the Company would be irreparably injured by a violation of paragraph 6 or 9 and agrees that the Company shall be entitled to an injunction restraining the Employee from any actual or threatened breach of paragraph 6 or 9 or to any other appropriate equitable remedy without any bond or other security being required.

#### 12. Amendment and Termination:

- a. After confirmation, this contract of employment is terminable by one month (30 days) notice on Employees side and one day on Employer’s side (30 days) salary in lieu of notice, employee’s side and Employers side is not bound to give any reason. However, in the event your service is terminated for breach of confidentiality, fraud, theft or withholding of any information in the Application form or for any other form of misconduct, notice pay will not be payable. The Employee agrees to return any employer property and fulfill and handover formalities and fulfill responsibilities as per their job description upon termination immediately after intimation upto maximum of 2 days. And the company has the right to hold/postpone or refuse any salaries or remunerations if an employee fails to do so and it causes financial loss, in this case the company has the right to take criminal action.
- b. The Employee may terminate his employment at any time by providing the Employer with at least 1 month(s) advance notice of his intention to resign.
- c. The Employee may terminate on the last day of the month in which the date of the Employee’s death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.
- d. In the both cases resignation/termination the dues will be cleared after 48 days from the

succeeding salary date immediate to the termination date.

That if employee resigns or is terminated in 15-days of joining in this case remuneration will not be paid and also if the resignation is due to pre-existing conditions like family issues or health (either declared or undeclared in this offer letter), in those cases company is not liable to pay any remuneration either.

For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company, willful insubordination or disobedience, theft, fraud or dishonesty, willful damage or loss of Employer's property, bribery and habitual lateness or absence, or any other willful and material breach of this Agreement.

### **Restrictive Covenant**

Following the termination of employment of the Employee by the Employer, with or without cause, or the voluntary withdrawal by the Employee from the Employer, the Employee shall, for a period of two years following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other Employee of the Employer having regard to the same geographic and temporal restrictions. The Employee shall not directly or indirectly divulge any financial information relating to the Employer or any of its affiliates or clients to any person whatsoever. Also, the employee shall not harm the reputation of the company by any means, else the employee agrees to allow the employer to take any criminal action amounting to any value (as per the discretion of the employer) against the employee.

### **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.

### **Successors**

This agreement shall be assigned by the Employer to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part.

### **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.

### **Modification**

Any modification of this “**Agreement**” or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

### **Severability**

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

### **Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

### **Applicable Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws for the time being in force in India and applicable in Delhi and NCR. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of Delhi and NCR for the adjudication of any dispute hereunder or in connection herewith.

### **Counterparts**

The Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

### **IN WITNESS WHEREOF:**

In witness and agreement where of, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing.

**Declaration:** (Tick mark relevant answer)

1. Do you have any physical Impairment/Health problem which might affect your work in this organization?

**Yes/No**

If Yes \_\_\_\_\_

2. Have you ever been convicted in a court of law in any country?

**Yes/No**

If yes \_\_\_\_\_

3. Have you ever been dismissed / terminated from services of any previous employer?

**Yes/No**

If yes \_\_\_\_\_

4. Do you have any family/personal issues which might affect your work in this organization?

**Yes/No**

If yes \_\_\_\_\_

**WHEREAS THAT** I hereby confirm that all the information mentioned above is true to the best of my knowledge. I understand that all the information on this application is subject to verification. I agree and understand that in the event of my employment with **Farmorigin Agroscience Private Limited**. I shall be subject to dismissal if any information that I have given above is false or misleading, regardless of time of its discovery. I authorize the company to inquire into my educational, professional and past employment history references as needed to research my qualification to this position. I hereby give my consent to any former employer to provide employment related information about me. I agree with the above statements.

"Employer"		"Employee"	
<b>Farmorigin Agroscience Private Limited</b>		<b>Executive name</b>	
Name		Name	
Position		Position	
Date		Date	
		S/o	
		R/o	



