

Ref: FTC/MT/SEEDS/2024/Yogesh Soni

Dated: 12-Jan-2024

Mr. Yogesh Soni

FIXED TERM AGREEMENT

This **AGREEMENT** made and executed on this 12th day of January 2024 by and between **Crystal Crop Protection Limited**, a corporation organized under the laws of India having its corporate office located at B - 95, Wazirpur Industrial Area, New Delhi – 110052 (hereinafter called "**Company**") which expression unless repugnant to the context thereof shall mean and include its successors, representatives and permitted assigns) of the one part;

And

Yogesh Soni, B-95 Adityapuram Gwalior, Pin Code:474004, (here in after referred to as "**Management Trainee**") which expression shall unless repugnant to the context thereof shall mean and include its successors and permitted assigns) of the other part.

Company and **Management Trainee** shall be hereinafter collectively referred to as "**Parties**" and individually as "**Party**" *depending on the reference*.

WHEREAS

- A) The Company represents that it is the business of manufacturing of Agrochemicals and Seeds has significant knowledge, skill and experience in manufacturing, formulate, refine, process, selling and trading crop protection chemicals viz. Pesticides, insecticides, herbicides, fungicides, Seeds and farm equipment.
- B) **Management Trainee** has represented to the Company that he/she has got the competence, experience, knowledge and required expertise and has agreed to engage with the Company.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS:

In this Agreement, the following definitions shall apply:

"**Agreement**" shall refer to this Agreement or any modification / amendment thereof as may be mutually agreed upon between the Parties.

"**Confidential Information**", with respect to Parties, shall mean and include all proprietary, commercial, financial or strategic information relating to the Parties (including without

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Registered Address: 206, Second Floor, Span Trade Centre, Opp. Kochrab Gandhi Ashram, Near Paldi Char Raasta Ashram Road

Ellisbridge Ahmedabad - 380006, Gujarat | Tel & Fax: +91-79-26578923

CIN: U01403GJ1994PLC097033 | info@crystalcrop.com | www.crystalcropprotection.com

limitation any Content, Data, non-public personal information, know-how, market research, marketing techniques and plans, business strategies, services methodologies, trade secrets, software programs, any other information related to the subject matter, terms and conditions of this Agreement, which is marked or notified to the receiving Party as being confidential), together with any other information which in the normal course of business would be considered to be of a confidential nature, whether or not the same is marked or notified as being confidential.

“Effective Date” shall mean and refer to the commencement of Services i.e., 01st February 2024.

“Compensation/ Stipend” shall have the meaning ascribed to the term in Clause 4 of this Agreement.

The scope of the Management Trainee is given below:

The incumbent will be responsible for business activities of **Crystal Crop Protection Limited** for the Seed Business at Ratoul, Uttar Pradesh as assigned by the management.

2. APPOINTMENT:

- a. Company hereby appoints the Management Trainee as to provide the Services on fixed term basis and the management trainee hereby accepts the said appointment and agrees to provide the Services in accordance with the terms and conditions set out herein.
- b. The Management Trainee shall maintain the highest standards of business ethics as generally accepted in the industry.
- c. As, Management Trainee shall report to **Mr. Pushendra Kumar (Regional Manager)** and administratively reporting to **Mr. Amit Rana**.
- d. Management Trainee shall be based out at **Ratoul** and shall be required to travel to the other locations of the company as may be decided mutually by the Parties.
- e. As management trainee, you will be provided with time-to-time training & the same will be reviewed by your reporting manager.
- f. Management trainees are eligible to **25 days** consolidated leaves, the same will be taken on account of casual / sick / planned leaves. There is no provision for leave encashment during or the end of the fixed term contract period.
- g. Management Trainee shall upkeep and maintain all Confidential information, company property viz. laptop/desktop computer, correspondence material, documents, electronic files, films, inputs, exhibits etc. provided to the management trainee by the company during the Term for providing the Services and shall produce

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the same as and when required, on request. The Management trainee shall return the same to the company without any reservations or delay, as and when instructed to do so on his leaving or early termination of this Agreement.

- h. Management Trainee shall follow and will be bound by the rules and regulations of the Company and maintain complete discipline in the organization. The Management Trainee shall abide by all the administrative rules and regulations as applicable to the Company. Failure to do so will render management trainee liable for early termination of the training period.
- i. Management Trainee shall honestly, diligently, and efficiently discharge trainee duties delegated by the Reporting Manager or relevant representatives of the Company to perform the Services, under this fixed term agreement.

3. TERM

The appointment shall be for a fixed term of 1 (One)Year, valid from **01st Feb 2024 ("Term") till 31st Jan 2025**. The Agreement shall automatically come to an end after the expiry of the term. However, Company reserve right to terminate agreement before expiry period without assigning any reason. In no event Management Trainee shall Claim permanent employment in the Company.

4. Compensation / Stipend

- a. Management Trainee shall be paid a fixed compensation of **INR.30,000/- (₹Thirty Five Thousand only)** and **INR.5000/- (₹Five Thousand only)** as expenses per month. Payment will be subject to income tax as applicable.
- b. The payment shall be made by the Company monthly either by an account payee cheque or transfer to the account of the Management Trainee. The payment will be made by 7th of every month.

5. TRAVELLING

- a. Any travel to locations outside base location would be arrange by the company as per the company Domestic Travel Expense Reimbursement Policy.

6. INSURANCE

The Management Trainee will be provided with extended hospitalization benefit for self, spouse, parents/ parent-in-law (either set of parents) and 2 dependent children under group health insurance scheme. The Management Trainee will also be covered under group personal Accident Insurance and group term life insurance for self during the term

of the contract, the cost incurred appropriately **INR.22,000/-** will be directly borne the company.

7. TERMINATION

This Agreement can be terminated by either Party by giving **30 Days'** notice in writing or the end of the contact (whichever is earlier).

8. JURISDICTION

The courts at New Delhi shall have the exclusive jurisdiction with respect to all matters arising out of this Agreement.

9. NOTICES

All notices and correspondence to be given to a Party under or arising out of this Agreement, shall be given as provided below in this Clause through electronic mail, registered post or through courier.

If addressed to the Company:

Attention: Group Chief Human Resources Officer.

B-95, Wazirpur Industrial Area, New Delhi 110052

Email Bijender.vats@crystalcrop.com Phone. +91-11-4900 7100

If addressed to the Management Trainee:

Attention: **Mr. Yogesh Soni**

Email: ysoni3635@gmail.com, Phone: 8959131969

10. WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No provision of this Agreement may be waived, changed or modified orally, but such may be accomplished only by an Agreement in writing, signed by both Parties.

11. SEVERABILITY

Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall nevertheless be effective and shall not be affected by such illegality or unenforceability. The Parties shall endeavor to amend the illegal and the unenforceable provision or part thereof to the extent it becomes legal and enforceable.

12. CAPTIONS

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Titles or captions of Clauses contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

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| <p>For Crystal Crop Protection Limited.</p>  <p>Authorized Signatory</p> | <p>Yogesh Soni</p> |
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Witness

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