

# TRUWORTH

4<sup>th</sup>Floor, Big Bazar Building, Vaishali Circle, Vaishali Nagar, Jaipur – 302021, INDIA  
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## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made on the **1<sup>st</sup> of June 2023** between **Truworth Health Technologies Pvt. Ltd**, a company incorporated in India under the Companies Act, 1956, and having its Registered Office at **3<sup>rd</sup> Floor, Big Bazar Building, Vaishali Circle, Vaishali Nagar, Jaipur (India)**, (hereinafter referred to as the "**Company**") which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include its successors and assigns) of the **One Part**

AND

**Somya Bagora** age **22** years, citizen of India, residing at **37-B, Khanpur Colony, Bhupalpura, Udaipur, Girwa, Rajasthan-313001** (hereinafter referred to as the "**Employee**") which expression shall, unless it is repugnant to the context or meaning thereof, deem to mean and include his/ her legal heirs and representatives, administrators, executors and assigns) of the **Other Part**

### WHEREAS

- A. The Company is engaged in the business interalia of **Software Development and Wellness Services**
- B. Company hereby employs **Somya Bagora** as **Software Development Engineer L1** at the above-mentioned premises or any premises of Truworth or any of its subsidiary or Group Company, and employee hereby accepts and agrees to such employment.
- C. The Company and the Employee are therefore desirous of recording the terms and conditions of employment of the Employee with the Company.

### 1. EMPLOYMENT

- 1.1. The Company hereby employs the Employee in and with the position and title as **Software Development Engineer L1** Such position and title information are merely descriptive and not intended to limit the duties or functions of the Employee or guarantee the Employee a certain job. The duties and functions of the Employee may be modified at the discretion of the Company from time to time. The Employee hereby accepts such employment, to the exclusion of all other employments and engagements, on the terms, conditions and stipulations herein.
- 1.2. The Employee will perform and discharge all duties and functions assigned by the Company in a faithful, competent and professional manner. All of the Employee's activities hereunder will be at the complete direction and control of the Board.
- 1.3. The Employee undertakes to refer to the Company, and to the best of his abilities, ensure a mandate to the Company for all business opportunities known to him, made known to him at any time, with respect to the business being carried on, or proposed to be carried on by the Company.
- 1.4. The Employee shall receive periodic performance reviews/evaluations at the discretion of the Company.

## **2. TERM / PERIOD OF AGREEMENT**

- 2.1. This Agreement shall be valid for an initial term of 12(Twelve) months commencing from **1<sup>st</sup> June 2023** and ending on **31<sup>st</sup> May 2024** unless terminated at any time prior or further extended for any period.
- 2.2. During the Term, the Employee shall not directly or indirectly engage himself in any other business, occupation or employment, whether or not such activity is pursued for profit, gain or other pecuniary advantage and the Employee shall not render any other commercial or professional services or participate in any other commercial activity.

## **3. DUTIES**

The Employee shall to the best of his ability and experience devote his whole working time, attention and energies to the business of the Company as may be necessary and shall use his best endeavour's to promote the interest and welfare of the Company. The Company shall be entitled to all the benefits and profits arising from such work and effort of the Employee.

## **4. CONFIDENTIALITY**

The Employee undertakes and agrees that in consideration of the employment with the Company that he/she shall abide with the following:

- 4.1. He/She will not, either directly or indirectly, both during and after the Term, without the Company's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any person, or permit any person to examine or make copies of, any documents, writings, drawings, materials or records that contain or are derived from any Confidential Information;
- 4.2. He/She will comply, and do all things necessary to permit the Company to comply, with all applicable laws and with the provisions of contracts executed by the Company relating to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of his/her duties and function;
- 4.3. Confidential Information shall be solely and absolutely vested in and owned by the Company and the Employee shall not have or claim any right, title or interest therein;
- 4.4. The Company shall not be required to designate the Employee as the author of any Developments, Know-how and Intellectual Property. The Employee undertakes to promptly disclose all Developments, Know-how and Intellectual Property to the Board and shall, at the Company's request, do all things that may be necessary and appropriate to establish perfect record or document the Company's ownership of the Developments, Know-how and Intellectual Property Rights including, but not limited to, the execution of the appropriate copyright or patent applications or assignments the productions of documents and evidence to the appropriate authorities etc.
- 4.5. Any information of Company has received from others, which The Company is obligated to treat as confidential.

## 5. NON-COMPETE

5.1 **Solicit Business:** During the Term and for a period of at least two years after the Term the Employee shall not solicit, endeavor to solicit, influence or attempt to influence any client, customer or other person directly or indirectly to direct his or its purchase of the Company's product and/or services to himself or any person, firm, corporation, institution or other entity in competition with the business of the Company; Employee will not join other company where The Company's offices are situated.

5.2 **Solicit Personnel:** During the Term and for a period of at least two years after the Term the Employee shall not solicit 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.

5.3 If he/she fails to comply with the above para 5.1 & 5.2 along with any other direct/indirect or any other via media, he/she has to pay the amount of loss of business/trust.

## 6. SALARY / COMPENSATION

Company shall pay the employee and the employee agrees to accept from Company, in full payment for employee's services hereunder. The annual remuneration to the employee will be **Rs. 6,00,000** (INR Six Lakhs only) where INR 5 Lakhs per annum is fixed and INR 1 Lakh per annum is variable pay based on your performance; subject to Tax Deduction at Source (TDS) and all other government taxes as applicable.

## 7. TERMINATION OF EMPLOYMENT AND SEVERANCE BENEFITS

The employment of the Employee by the Company is contractual, at will, and terminable by the Company in accordance with the provisions of this Agreement and in the event of termination, the Employee shall not be entitled to any benefits, damages, award or compensation, other than as expressly provided in this Agreement.

7.1 This Agreement may be terminated during its Term upon the occurrence of any of the following events:

7.1.1 **Termination for Cause:** The Company shall be entitled to terminate the employment after giving 30 days' notice to this effect to the Employee, and company will charge the training cost to terminated Employee and take legal action on said employee if he/she neglects or fails to attend the business of the Company or fails to comply with the directions of the Board; fails to qualify for any professional or job-related certification reasonably required by the Company; violates Company or applicable statutory and regulatory policies, enactments, rules or regulations, misappropriates any property of the Company; indulges in moral turpitude; carries out any dishonest or fraudulent conduct or act or any breach of trust or breach of faith whether or not the same causes any actual harm or damage or loss to any person including the Company; misconducts himself while discharging his duties or indulges in any act of commission or omission bringing disrepute or notoriety or adverse publicity of the Company; or is in any way, or may at any time be, in a position, which the Company believes, prevents or will prevent him from fulfilling his duties or functions under this Agreement; Breaches any of the terms, conditions or stipulations of this Agreement.

- 7.1.2 **Termination Simplicity:** The Company shall be entitled to terminate the employment of the Employee at its sole discretion after giving written notice of 30 days without being bound to assign any reasons.
- 7.1.3 **Termination due to Disability:** In the event of the Employee suffering a Disability, there shall be an automatic and immediate termination of the employment without the Company being duty bound to give any notice of the same.
- 7.1.4 **Severance Benefits:** In the event of the termination of the employment of the Employee on any grounds whatsoever, the Employee shall be entitled to only such severance benefits as may be specified by the Company from time to time for this purpose.

## 8. COST OF TRAINING

In lieu of the extensive training provided by the company during the contractual employment period to the employee, if the employee leaves the service/ terminates / breaches the agreement prior to above mentioned period, he/she has to pay a sum of **Rs. 42,000 (INR Forty-Two Thousand Only)**, the cost of training incurred by the company on training of the employee, he/she has no right to file any legal case before any authority / court for this amount, if he/she files any legal case the cost of same will be payable by him/her.

In case he /she completes the specific period & after completing the period he/she leaves the service none of the above amount on account of training cost will be payable by the employee.

## 9. NOTICE PERIOD

The employee needs to serve three months' notice period in any of the below events:

- 9.1 If the employee leaves the service/ terminates / breaches the agreement prior to above mentioned period
- 9.2 In case he /she completes the specific period of agreement.

## 10. CONFLICTS

The Employee represents that his performance of the provisions of this Agreement shall not breach and/or constitute a breach of the Employee's obligations to any other person and the Employee has not and will not at any time hereafter enter into any oral /written agreement in conflict with the provisions of this Agreement.

- 10.1 **Amendments:** Any term of this Agreement may be amended only with the written consent of the Parties.
- 10.2 **Severability:** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then
- (i) such provision shall be excluded from this Agreement,
  - (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and
  - (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- 10.3 **Waiver:** If at any time any Party waives any right accruing to it, due to breach of any of the provisions of this Agreement, such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of this Agreement. None of the terms of this

Agreement shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by both the Parties.

10.4 Equitable Remedies: The Parties acknowledge and agree that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Agreement, and each Party agrees that, notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this Agreement, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy in any court of competent jurisdiction.

10.5 Entire Agreement: This Agreement represents the entire agreement between the Parties, cancels, and supersedes all prior agreements, arrangements and understandings in respect of employment of the Employee with the Company.

## 11. JURISDICTION


The laws of India shall govern this Agreement and the Courts of **Jaipur**, India shall have exclusive jurisdiction to try all disputes between the Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed these presents on the **1<sup>st</sup> day of June 2023** first above written.

**THE COMMON SEAL** of the Company within named

**Truworth Health Technologies Pvt. Ltd. (Employer)**

**SIGNED, AGREED & ACCEPTED**



**Authorized Signatory**

\_\_\_\_\_  
**Employee**

In the presence of:

**Witness**

1.

2.