**EMPLOYMENT AGREEMENT**

Executed by and between

**[xx]**

And

**[xx]**

Executed on **[xx]**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (the “**Agreement**”) is made on **[xx]**:

**BY AND BETWEEN**

**Avitech Investments Limited**, a company incorporated under the laws of **[xx]**, having its registered office address at **[xx]** (hereinafter referred to as the “**Employer**”) (which expression wherever the context so admits shall mean and include its successors-in interest, administrators and assigns) of the ONE PART;

**AND**

**[xx]**, an individual residing at **[xx]**, having identity No. **[xx]** (hereinafter referred to as the “**Employee**”) (which expression wherever the context so admits shall mean and include its successors-in-interest, administrators and permitted assigns) of the OTHER PART.

(The Employer and the Employee shall hereinafter be individually referred to as the “**Party**” and collectively as the “**Parties**”).

**WHEREAS:**

1. The Employer is *inter alia* engaged in the business of **[xx]**.
2. The Employer is desirous of hiring the Employee to perform such services as are specified in Annexure A of this Agreement (the “**Services**”) and for such purpose, it wishes to hire the Employee on the terms and conditions as specified herein below.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

1. **SCOPE OF AGREEMENT**
2. The Employer agrees to employ the Employee and the Employee accepts such employment with the Employer upon the terms and conditions as set forth in this Agreement.
3. The Employee shall be employed on a full-time basis as a Software Developer. In such capacity, the Employee shall perform the Services in addition to such duties, tasks and services that are assigned to the Employee from time to time.
4. The Services, and all duties and tasks shall be performed by the Employee as per the instructions of the Employer.
5. **TERM**

This Agreement shall be effective from 1 December 2022 and shall remain in effect until terminated by either Party in accordance with the terms and conditions stated herein (the “**Term**”).

1. **REMUNERATION**
2. For the Employee’s employment under this Agreement, the Employer shall pay to the Employee a monthly salary of $ **[xx]**, less any applicable deductions (the “**Salary**”).
3. The Salary for a given month shall be paid by or before the 10th day of the subsequent month.
4. The Salary shall be paid by way of any online payment platforms, such as PayPal, Wise and Payoneer.
5. **LEAVES**
6. The Employee shall be entitled to **[xx]** leaves per year.
7. The Employee shall provide the Employer with at least **[xx]** days’ notice prior to availing such leaves.
8. **OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**
9. Employee represents and warrants that Employee is not a party to any other employment, non competition, or other agreement or restriction that could interfere with Employee's employment with the Employer and that Employee's acceptance of employment with the Employer and the performance of Employee's duties hereunder will not breach the provisions of any other contract, agreement, or understanding to which Employee is party or any duty owed by Employee to any other person.
10. The Employee hereby represents and warrants to the Employer that he/she has the legal capacity to execute and perform this Agreement, that this Agreement is a valid and binding agreement enforceable according to its terms, and that the execution and performance of this Agreement does not violate the terms of any existing agreement or understanding, written or oral, to which the Employee is a party or any judgment or decree to which the Employee is subject.
11. The Employee hereby further represents and warrants to the Employer that:
12. He/she has the experience and ability to perform the Services required hereunder; and
13. He/she will perform the Services in a professional, competent and timely manner and as per the standard industry practices and norms.
14. The Employee shall reply to any and all communication from the Employer within **[xx]** hours of receipt of such communication.
15. The Employee shall fully dedicate its time and resources to the employment during the applicable working hours, and not be associated with any other activities during such time.
16. The Employee shall deliver the work assigned by the Employer in such time as communicated by the Employer.
17. The Employee hereby represents, warrants, acknowledges and agrees that the Employee shall only be entitled to Salary under this Agreement and no other financial or social benefits whatsoever.
18. **TIME AND PLACE OF EMPLOYMENT**
19. The employment under this Agreement shall be on a remote-basis.
20. The Employee shall work from Monday to Friday, with 8 hours each day.
21. The Employee may be requested to work overtime by the Employer, and the Employee shall comply with all such reasonable requests.
22. **CONFIDENTIALITY**
23. Any data, documents, or information (whether in physical or electronic form) disclosed to the Employee or developed during the course of this Agreement, including client details, instructions and content (in any form whatsoever) provided by the client, marketing activities, business and product/service development information, prices, specifications, technologies, know-how, trade secrets and other related information, are of proprietary and confidential nature (the “**Confidential Information**”). The Employee shall hold in strict confidence the Confidential Information and shall not, without the consent of the Employer, publish, use or otherwise disclose the Confidential Information to any third party either in whole or in part, nor use it for purposes other than those for which it was provided to him/her and shall use it only for the purpose of discharging his/her duties under this Agreement. The Employer retains all rights to the Confidential Information developed, provided or disclosed to the Employee.
24. The Employee shall, if and when required to do so by the Employer, whether during the Term or thereafter, immediately return or destroy any Confidential Information disclosed or provided to the Employee.
25. **INTELLECTUAL PROPERTY RIGHTS**

The Employee agrees that any ideas, concepts, techniques, computer programs, codes, softwares, drafts, written content, articles and other related work which are created, developed and/or designed by the Employee during his/her employment hereunder, and the titles, content, format, idea, theme, script, characteristics and the other attributes thereof, shall be deemed to have been made within the scope of the employment of the Employee and therefore, constitutes work for hire and shall automatically upon their creation become the exclusive property of the Employer. All intellectual property rights in such work shall vest solely in the Employer

1. **NON-COMPETE**
2. Without prior written consent of the Employer, the Agent shall not engage or work with, or be associated to, in any manner whatsoever, the competitor(s) of the Employer during the Term of this Agreement and for **[xx]** years after termination or expiry of this Agreement. For the purposes of this Agreement, the term “competitor(s)” shall mean any individual or entity that is engaged in the same or similar business as the Employer, or provides similar services that of the Employer, or which may propose to go into competition with the Employer.
3. In the event the Employee is allowed by the Employer to engage or work with, or be associated to the competitor(s), such engagement, work or association shall strictly be in accordance with the directions given by the Employer. Any deviation from such directions shall be construed as a violation of non-compete obligations of the Employee.
4. Should a member of the Employee’s immediate family (including spouse and siblings) or any of his/her acquaintance be or become involved, directly or indirectly, with a company or other business concern involved in the business or line of work of Employer or activities undertaken by it, the Employee shall inform the Employer in writing of all the relevant facts as soon as he/she becomes aware of them.
5. **NON-DISPARAGEMENT**
6. The Employee hereby undertakes that neither the Employee nor any person acting directly or indirectly on his/her behalf shall at any time (including after expiry or termination of his/her employment with the Employer), whether in public or in private, make, imply, insinuate, state or express any negative, false, defamatory, derogatory or disparaging remark, comment, opinion or statement in respect of Employer or its services, products, clients, officers, employees or agents.
7. The Employee shall take no action which is intended, or would reasonably be expected, to harm the Employer or its services, products, clients, officers, employees or agents, or harm the reputation of any of the foregoing or which would reasonably be expected to lead to unwanted or unfavorable publicity for any of the foregoing.
8. **NON-SOLICITATION**

During the Term of this Agreement and for a period of **[xx]** years after the date of expiry or termination of this Agreement, the Employee shall not, directly or indirectly (a) hire, engage or solicit to hire or engage any individual who is engaged as an employee, independent contractor or an agent of the Employer; (b) otherwise induce or attempt to induce any individual who is engaged as an employee, independent contractor or an agent of the Employer to terminate such engagement or employment; (c) interfere in any manner whatsoever with the relationship between the Employer and any individual which is engaged as an employee, independent contractor or an agent; and (d) contact, solicit, divert, appropriate or call upon with the intent of doing business with any customer of the Employer if the purpose of such activity is to solicit such customer or to encourage such customer to discontinue, reduce or adversely alter the amount of such customer’s business or engagement with the Employer.

1. **REMEDIES**

The Parties agree and acknowledge that the provisions of clauses 7, 8, 9, 10 and 11 of this Agreement is likely to result in irreparable injury to the Employer and the remedy at law alone will be an inadequate remedy for such breach, and in addition to any other remedy it may have for such breach, the Employer shall be entitled to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.  Notwithstanding any other provision of this Agreement to the contrary, any and all obligations of the Employer to pay any compensation to Employee for any reason shall cease and terminate upon the proven breach by Employee.

1. **TERMINATION**
2. Either Party shall have the right to terminate this Agreement by giving thirty days notice to the other Party or by making a payment in lieu of such notice which shall be in equal to the current Salary.
3. The Employer shall have the right to terminate this Agreement with immediate effect for the Employee’s (i) failure to delivery any work in time; (ii) failure to allocate enough time to employment as agreed under this Agreement; (iii) breach of this Agreement; (iv) misconduct. Misconduct shall include but is not limited to dishonesty, theft, abuse of power, falsification of documentation, property damage and fraud.
4. **INDEMNIFICATION**

The Employee shall indemnify, defend and hold harmless the Employer and its officers, directors, employees and affiliates from all claims, damages, losses, costs and expenses which incur as a result of or arise out of the Employee’s negligence or breach of this Agreement.

1. **AMENDMENTS AND WAIVERS**
2. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective.
3. No failure or delay by Employer in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege that Employer may be entitled to under this Agreement or the law.
4. **ASSIGNMENT**

The Employee shall not assign its benefits, rights, duties and obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the Employer.

1. **GOVERNING LAW AND JURISDICTION**
2. This Agreement shall be governed by and construed in accordance with the laws of **[xx]**.
3. All disputes arising out of this Agreement shall be resolved amicably by the Parties by way of negotiations or other applicable alternative forms of dispute resolution, failing which, such dispute shall be subject to the exclusive jurisdiction of the courts of **[xx]**.
4. **ENTIRE AGREEMENT**

This Agreement, including all attachments hereto, constitutes the entire agreement of the Parties with respect to the subject matter herein. This Agreement supersedes in its entirety any and all other agreements or negotiations, oral or written between the Parties.

1. **HEADINGS**

The headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of any provisions hereof.

1. **SEVERABILITY**

If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof.

1. **NOTICES**

Any notice given by a Party under this Agreement must be given to the address herein below:

[*insert address and email address of the Employer*]

[*insert address and email address of the Employee*]

**NOW THEREFORE**, both the Parties have signed this Agreement on the date, month and year as mentioned above.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMPLOYER EMPLOYEE**

**ANNEXURE A**

**SERVICES**

***[Add details of services]***