

This contract is made on **25th February 2019** between **LabourNet Services India Private Limited (LSIPL)** incorporated under companies Act 1956, having its office at 25/1-4, 9th cross, Marenahalli Palya, J P Nagar 2nd Phase, Bangalore 560078 and **Pansare Sonam**.

The contract ('contract') is hereby made and entered into as of **25th February 2019** by and between **LabourNet Services India Private Limited** (herein referred to as **LSIPL**) and **Pansare Sonam**

It is agreed that **LSIPL** will hire services of **Pansare Sonam** as **Trainer-Civil**.

A. Assignment details

- Your role will be defined time to time by your reporting manager.

B. Terms of the contract :

- The contract shall begin on **25th February 2019** and shall terminate on **31st August 2019**.
- As agreed you need to fulfil the terms of the contract and will play the role which will be defined from time to time.
- The Payment will be made within 5 days on raising an invoice with a status update on the work completed as per given assignment and approved by your senior of **LSIPL** as spelt out in the contract.
- The above scope of work is indicative. Any changes to the scope of work will be communicated and the same has to be delivered within the contract duration.

C. Proprietary Information Agreement

Pansare Sonam will be contracted by **LSIPL** in a capacity in which **LSIPL** will or may receive confidential information, which is of value to **LSIPL**. Therefore agree to abide by the following terms and conditions

1. This contract creates a relationship of confidence and trust between **Pansare Sonam** and **LSIPL** with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this Agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".
2. Proprietary Information includes without limitation:
 - Training content, **LSIPL**'s data base, marketing and sales plans, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of **LSIPL**.
 - Any information or material not described above which relates to **LSIPL** inventions. "Know-how", purchasing, accounting, merchandising, or licensing.
 - Any information of the type described above which **LSIPL** has a legal obligation to treat as confidential, or which **LSIPL** treats as proprietary or designates as confidential, whether or not owned or developed by **LSIPL**
3. At all times, both during and after **Pansare Sonam** contract with **LSIPL**, **Pansare Sonam** will hold Proprietary Information in confidence. **Pansare Sonam** will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly, except such disclosure to other **LSIPL** employees or authorized third parties as may be necessary in the ordinary course of performing **Pansare Sonam** duties for **LSIPL** or otherwise as directed by **LSIPL**.

4. **Pansare Sonam** agree that you have not brought any proprietary information of a former employer to **LSIPL** and that you will not use any proprietary information of a former employer in the performance of your work with **LSIPL** unless you have written authorization from your former employer.
5. **Pansare Sonam** will promptly disclose to **LSIPL** all ideas, processes, inventions, modification, and improvements (collectively referred to as "Inventions") relating to any work or business carried on by **LSIPL**, conceived by you alone or with others during the term of yours contract, whether or not conceived during regular business hours.
6. All such Inventions shall be the sole and exclusive property of **LSIPL**. You also agree to execute without receiving additional compensation: (a) any formal documents necessary to assign any Inventions to **LSIPL**; and (b) all documents required to obtain a patent, register a copyright, or enforce **LSIPL** rights in such Inventions. These obligations shall continue beyond the termination of employment with respect to Inventions **Pansare Sonam** conceive or make during the period of yours contract
7. **Pansare Sonam** will not during the contract with **LSIPL** carry on either alone or in partnership or be directly or indirectly employed or concerned in any business undertaking other than that of **LSIPL**, except as a shareholder in a public quoted company unless you have obtained the previous written consent of **LSIPL**. Further, you will not accept gifts, entertainment or other favours from persons or bodies with which **LSIPL** has business dealings unless you have obtained the previous written consent of **LSIPL**
8. **Pansare Sonam** shall upon termination of your contract with **LSIPL** and upon **LSIPL** request reaffirm. **Pansare Sonam** recognition of the importance of maintaining the confidentiality of **LSIPL** Proprietary Information and reaffirms all of the obligations set forth in this Agreement.
9. **Pansare Sonam** shall upon termination of your contract with **LSIPL** return all property belonging to **LSIPL**, including without limitation all Proprietary Information, documents, software, discs, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones, credit cards, and/or company automobile.

D. Arbitration

All disputes and differences of any nature arising out of this agreement, whether during its term or after expiry thereof or prior termination shall be resolved amicably in the first instance. If the disputes remain unresolved then the same shall be referred to the Sole Arbitrator appointed by **LSIPL**. The arbitration shall be held under Arbitration & Conciliation Act 1996 and statutory modification thereto. The appointment of sole arbitrator shall be binding upon the parties concerned. The decision of sole arbitrator shall be final on every matter arising hereunder. In spite of the fact that the sole arbitrator may be known to **LSIPL**, the parties hereby agrees to their appointment as the Arbitrator without any reservation. It is further agreed that the fact the sole arbitrator may have occasion to deal with any matter related to this agreement either before or after its execution or have expressed opinion in similar matter earlier, shall not disqualify him from acting as Arbitrator. The arbitrator shall be eligible to decide legal matters also. The venue of arbitration shall be Bangalore only.

E. Jurisdiction

Subject to above arbitration clause, the jurisdiction in the matter shall be subject to the courts of Bangalore only.

F. Miscellaneous

1. Having a mutual understanding of the aims and values of both parties, each organization will endeavour to undertake no action, which could be to the detriment of any party in terms of professional integrity, high ethical standards and industry reputation.
2. Independent Contractor: - **LSIPL** and **Pansare Sonam** are independent entities. Nothing in this Agreement will be construed as creating an employer-employee relationship, partnership or joint venture, as a guarantee of future employment or projects, as a limitation upon Parties' sole discretion to terminate this Agreement at any time without cause, or as creating an exclusive relationship or minimum commitment.
3. The details for the efficacious implementation of this contract shall be jointly worked between the **LSIPL** and by **Pansare Sonam** to mutually acceptable terms within the parameters of the policies, rules and regulations of the **LSIPL**.
4. The parties to this contract undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the other organization which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

G. Termination

Termination of contract by either party shall be 15 days' notice. However, notwithstanding the notice of the intent to terminate the contract, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.

- If **LSIPL** finds that the actions of **Pansare Sonam** not fulfilling this contract at any time constitutes a serious breach of **LSIPL** standards of behaviour, **LSIPL** may end this contract and terminate the contract immediately with a written notice stating the breach committed.
- The contract can be renewed on mutually agreed terms during the contract period otherwise the contract will end on **31st August 2019**.

With Best Wishes,

For LSIPL

Accepted

Vinod G G
CFO

Pansare Sonam

APPENDIX:**Compensation & Benefits:**

1. All entitlements given below are applicable after you have joined LabourNet. The entitlements are subject to company policies / procedures / guidelines that may be issued / modified from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.
 2. These entitlements shall cease upon the termination of your employment with LabourNet. These entitlements may also cease if you need to take long-termed personal leave of absence. You will need to check with your local HR team for details.
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LSIPL will pay a sum of Rupees **14000/-** PM. These amounts are inclusive of taxes. TDS will be deducted as per statutory norms.

Fixed Cost	14000/-
Total CTC	14000/-