

## Contract for senior level employment

we are pleased to offer you, the position of  
(designation offered) with **Ezee law solutions** (the 'company') on the following terms  
and conditions:

### 1. Commencement of employment

Your employment will be effective, as of .....

### 2. Job title

Your job title will be (post offered), and you will report to Mr. (Name and designation).

### 3. Salary

Your salary, perquisites and benefits will be as set out in Schedule 1, hereto.

### 4. Place of posting

4.1 Your place of posting will be at (.....). You may however be required to work at any place of business which the company has or may later acquire. The company may, after giving you reasonable notice, transfer or assign your service to any place of business of the company that may be presently operating, or which may subsequently be acquired or established, in any part of India or abroad.

4.2 The company may also depute you to work, or assign your services to any associate company, sister company, subsidiary or other company/concern/organisation/firm with whom the company may make such arrangement or Agreement.

4.3 You may be required by the company to make such tours as may be necessary in the interest of the company's business or as you may be directed by the company to make. The company shall reimburse to you all reasonable expenses incurred by you as per company policy.

### 5. Hours of work

The normal working days are Monday through.....You will be required to work for such hours as are necessary for the proper discharge of your duties to the company. The normal working hours are from.....to .....and you are expected to work no less than.....hours each week, and if necessary for additional hours depending on your responsibilities.

### 6. Leave/Holidays

6.1 You are entitled to a paid leave of ..... calendar days per calendar year in addition to casual leave of ..... days.

6.2 You are entitled to ..... working days of paid sick leave.

6.3 Accumulation of leave earned shall be in accordance with company policy. However, in case of resignation from your side, the leaves pending can be offset against your notice period which will stand reduced accordingly.

6.4 The company shall notify a list of declared holidays in the beginning of each year. For the purposes of this clause, the Holiday Year shall be 1st..... to 31st.....

### 7. Nature of duties

You will perform to the best of your ability all the duties, as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time. Your specific duties are set out in Schedule II, hereto.

## 8. Company property

You will always maintain in good condition company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

## 9. Borrowings/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom, you may be having official dealings.

## 10. Termination

10.1 Your appointment can be terminated by the Company, without any reason, by giving you not less than ..... months' prior notice in writing or salary in lieu thereof. For the purposes of this clause salary shall mean basic salary, house rent allowance, monthly reimbursements (whatever else the company wishes to be included).

10.2 If, your employment under this Agreement is terminated by reason of reconstruction or amalgamation of the company and you are offered employment with any concern or undertaking resulting from the reconstruction or amalgamation on terms and conditions substantially the same as the terms of this Agreement, then you shall have no claim against the company in respect of the termination of your employment under this Agreement, which claim in any case shall not exceed the compensation set out in 10.1 above.

10.3 You may terminate your employment with the company, without any cause, by giving not less than ..... month's prior notice or salary for unsaved period, if any, left after adjustment of pending leaves, as on date.

10.4 The company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the company.

10.5 On the termination of your employment for whatever reason, you will return to the company all property; documents and papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

## 11. Confidential Information

11.1 During your employment with the company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the company.

11.2 On the termination of your employment with the company, howsoever arising, and for a period of six months thereafter, you must not, neither on your behalf nor on behalf of any other person solicit business in competition with the company from any clients of the company with whom, you have had dealings at any time during the course of your employment with the company.

11.3 You must always maintain the highest degree of confidentiality and keep

as confidential the records, documents and other Confidential Information relating to the business of the company, which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the company. For the purposes of this clause 'Confidential Information' means information about the company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the company's products, processes, including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

11.4 At no time will you remove any Confidential Information from the office without the permission of (the name of the person to whom such employee is reporting).

11.5 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the company.

11.6 Breach of the conditions of this clause will render you liable to summary dismissal under clause 10.4 above in addition to any other remedy the company may have against you in law.

## 12. Intellectual Property

12.1 All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts, which you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be the sole property of the company and you hereby waive any right, title or interest, if any in the same in favour of the company. Further, it shall be your duty to promptly reduce to writing and to disclose to the company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts, which you may make or conceive.

12.2 You agree to, at all times, assist the company in every proper way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest title thereto in the company, its successors, assigns or nominees.

12.3 Your obligations under this clause will survive the expiration or termination of this Agreement and/or your employment with the company.

## 13. Obligations

13.1 You expressly agree to defend, indemnify and hold the company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions.

13.2 You agree that you will defend, at your own expense, and will indemnify and hold the company harmless from and against any and all damages, demands, expenses, claims, liability, injuries, suits and proceedings asserted or brought against the company on a claim that any materials, software or other writings or articles developed by you for the company during the course of your performance under this Agreement constitute an infringement of any patent or copyright,

provided that you are promptly notified in writing.

13.3 You shall not, at any time purchase any securities of the company, in violation of SEBI (Insider Trading Regulations), 1992.

14. Notices

Notices may be given by you to the company at its registered office address. Notices may be given by the company to you at the address intimated by you in the official records.

15. Applicability of company policy

The company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the company shall be binding on you and shall override this Agreement to that extent.

16. Governing law/jurisdiction

Your employment with the company is subject to Indian laws. All disputes shall be subject to the jurisdiction of ..... courts only.

17. Acceptance of our offer

Please, confirm your acceptance of this contract of employment by signing and returning the duplicate copy for my attention within 14 days of receipt of this letter.

We welcome you and look forward to receiving your acceptance and to working with you.

Yours sincerely,  
(name).....

(Signature)

Place.....

Date..... Signature:.....

**SCHEDULE I**

**Salary Structure**

Basic salary

House rent allowance or furnished accommodation

Medical allowance

Leave travel allowance

**Additional Benefits**

Performance incentive

Provident Fund

Stock option

Car

Telephone

You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.

**SCHEDULE II**

Specific Nature of the Employee's Duties