

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is entered into on this the 13-May-24 ("**Execution Date**")

By and Amongst:

Ecozen Solutions Private Limited, a company incorporated under the Indian Companies Act, 1956 and having its office at 301, Vaishnavi Apt., Vijayanand, Gruha Nirman Sahkari Sanstha, Narendra Nagar, Nagpur -440015, Maharashtra, India, represented by its Head, - CEO Mr. Devendra Gupta (hereinafter referred to as "**Company**") which expression shall unless repugnant to the context mean and include its successors in interest, permitted assigns and successors) of the **FIRST PART**;

AND

Nikhil Rajendra Gulhane, SO/DO of Rajendra, aged about 22 years, and Indian citizen and presently residing at Flat no 204 A wing, Axisa Society Kiwale, Near PCMC School Pune 412101 (hereinafter referred to as "**Employee**") of the **OTHER PART**.

The Company and the Employee shall be referred to individually as the "**Party**" and collectively as the "**Parties**"

WHEREAS

- A. The Company is presently engaged in the business of sales, engineering, procurement & construction of Solar Pump & Cold Storage ("**Business**") which is to include all the actions required to be in such business including but not limited to manufacturing, research & development of components and technology required to manufacture & service these.
- B. The Employee has been engaged by the Company since **13-May-24** ("**Joining Date**") and the Company is desirous of continuing the Employee's engagement on the revised terms and conditions hereinafter specifically set forth.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following words and expressions used in this Agreement shall, to the extent not inconsistent with the context thereof, have the following meanings respectively:



- 1.1.1. **“Affiliate”** of a Person (the **“Subject Person”**) means (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) includes, in relation to a natural person, any relatives (as defined in the Companies Act, 2013) of such natural person.
- 1.1.2. **“Control”** with respect to any Person, means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person; or (ii) the possession, directly or indirectly, of a voting interest of more than 20% (twenty percent) of the total voting interest of such Person.
- 1.1.3. **“Person”** means any individual, partnership, corporation, company, unincorporated organization, association, joint venture, trust, society or other entity (whether or not having a separate legal personality) and includes governmental authority.

1.2. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1. References to the masculine, the feminine or the neuter gender shall include each of the other genders;
- 1.2.2. Any reference to the singular shall include the plural and vice-versa;
- 1.2.3. The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses, as the case may be;
- 1.2.4. Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.5. References to any legislation or law or to any provision thereof shall include references to any such law or provisions as it may, after the execution date, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.2.6. References to the words “include” or “including” shall be construed without limitation;
- 1.2.7. Schedules and Annexures form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this



Agreement and any reference to this Agreement shall include a reference to the Schedules and Annexures attached to it. Any references to Recitals, Clauses, Annexures and Schedules are to recitals of, clauses of, Annexures and Schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Annexures or Schedule in which the reference appears;

1.2.8. Terms defined elsewhere in this Agreement shall, unless otherwise indicated, have the meaning so ascribed to them;

1.2.9. Any reference in this Agreement, to consent or approval or similar connotation, unless expressly stated otherwise, shall be in writing, and shall include electronic email communications followed by facsimile communications; and

1.2.10. The words “directly or indirectly” mean directly or indirectly through one or more intermediary Persons, or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings.

2. POSITION

2.1. The Employee shall be engaged with the Company as **Technical Support Engineer** and details pertaining to the Employee’s position and place of work shall be as laid out in **Annexure A**. It is hereby clarified that the place of work as indicated in Annexure A shall be the base location. However, during the Employee’s employment with the Company, the Company reserves the right in its sole discretion to post or transfer the Employee to any other units, companies, offices or client sites of the Company or any subsidiaries, Affiliates or group companies of the Company to fulfill certain responsibilities as may be directed by the Company, subject to the terms and conditions that may be determined by the Company at the time of such posting or transfer. The Employee may be required by the Company to work in the Company’s standard shift system as may be intimated to the Employee from time to time.

2.2. The Roles and Responsibilities of the Employee shall be as set forth in Annexure B (“**Role**”). It is hereby clarified that the Role set out in Annexure B is merely an indicative list and not an exhaustive list and the Role will be elaborated from time to time by the management of the Company in consultation with the Employee.

2.3. The Employee shall be subject to the superintendence, control and direction of the management of the Company. He shall diligently and efficiently fulfill the roles and responsibilities in the manner as would be laid down by the management of the Company time to time and in line with accepted market standards and practices.

3. TERM

3.1. This Agreement shall be valid from the Execution Date until terminated by the Company and/or the Employee in the manner as set forth in this Agreement (“**Term**”).



4. PROBATION

- 4.1. The Employee shall be on probation for such period as is detailed in Annexure A (“Probation”).
- 4.2. Thereafter the Company shall review the performance of the Employee and either (a) confirm, (b) terminate the engagement or (c) extend the period of probation. The Employee under Probation shall be eligible for benefits as per Company policy.
- 4.3. During Probation the Company has all rights to terminate the Employee by giving one week notice for (a) non performance or (b) Employee deviating from the terms of Company policy or (c) Employee’s non adherence to the terms mentioned in this Agreement.
- 4.4. During Probation the Employee can terminate his employment with the Company by giving one week notice through a written resignation provided to the Company.

5. OBLIGATIONS

- 5.1. During the Term, the Employee shall:
 - 5.1.1. agrees to devote his/her entire business time, attention and services exclusively to the Business and affairs of the Company, and shall honestly, faithfully, diligently and efficiently render such services, perform such related duties and responsibilities as are customarily performed by a person holding such position and as otherwise may, from time to time, be reasonably assigned to such Employee by the Company;
 - 5.1.2. perform his duties and responsibilities to the best of his abilities and in a professional and competent manner in compliance with applicable laws; and
 - 5.1.3. abide by all standards, requirements, rules, regulations, codes, ethics, policies and practices as are generally recognized in the profession and as are established, altered or amended by the management of the Company from time to time;
 - 5.1.4. not engage in any other employment, occupation, consulting or other business activity directly or indirectly related to or competing with the Business or the business activities in which the Company has become involved during the Term. The Employee further agrees not to engage in any other activities that conflict with his or her obligations to the Company;
 - 5.1.5. acting the best interests of the Company at all times and not do anything to the prejudice of the Company or other business in which the Company may have an ownership interest;



5.1.6. fulfill all requirements mandated by the Company, including but not limited to executing any agreement laying down the terms and conditions of overseas travel and specific confidentiality agreements, in the event that the management of the Company intends to send the Employee overseas in its sole discretion.

6. REMUNERATION

- 6.1. Remuneration:** The Employee shall in consideration for the performance of the Role be entitled to receive remuneration in the manner as set out as **Annexure A** attached to this Agreement (**“Remuneration”**).
- 6.2. Expense Reimbursement:** The Company shall promptly pay all reasonable Business-related expenses incurred by the Employee in the performance of his duties hereunder, including, without limitation, those incurred in connection with Business-related travel, telecommunications, and entertainment in line with the Company’s policy. If such expenses are paid directly by the Employee, the Company shall promptly reimburse the Employee for such payment upon provision of supporting bills and invoices in accordance with the Company policy.
- 6.3. Review:** The Company shall review the Remuneration of the Employee annually during the Term, based on Employee performance and fulfillment of his work metrics. It is hereby clarified that the Company is not obligated to revise the Remuneration at the time of review and any revision in the Remuneration will be entirely at Company’s discretion.
- 6.4. Employee Benefits:** In addition to the remuneration, the Employee shall also be entitled to participate, along with other employees of the Company in any of the Company’s non- monetary employee benefit plans whether statutory or otherwise as may be generally available to employees of the Company and as may be extended by the Company to the Employee. These benefits will be subject to the Company policy’s and will be subject to changes at any point of time.
- 6.5. Withholding:** The Remuneration paid to the Employee hereunder shall be subject to all applicable taxes and the Company may withhold from any amounts payable under this Agreement such taxes as shall be required to be withheld pursuant to any applicable law or regulation.
- 6.6. Joining Bonus:** The Company shall, at its sole discretion, be entitled to offer the Employees a joining bonus at the time of joining (“Joining Bonus”), which is solely conditional on the performance of the Employee as well as the Employee’s commitment to remain employed with the Company for a minimum period of 12 months from the date of joining. In the event, that for any reason whatsoever, the Employee ceases to be an employee of the Company at any time prior to the expiry of 12 months from the date of joining, the Company shall be entitled to a full refund of the Joining Bonus payable by the Employee, including the right to deduct from the



full and final settlement payable to the Employee at the time of cessation of the employment with the Company.'

7. TERMINATION

This Agreement may be terminated in the manner as set forth below:

7.1. Termination by the Company:

- 7.1.1. The Company may terminate this Agreement at-will, without assigning any reason whatsoever by a written notice of termination to the Employee ("**Termination Notice**") the notice period being as prescribed in Annexure A.
- 7.1.2. During the Term, the Company may terminate the Employee's employment for Cause (*as defined hereunder*) with immediate effect, without providing any notice or salary in lieu of notice, without prejudice to its lawful rights and remedies. For the purposes of this Agreement, "**Cause**" shall, subject to that contained in applicable law, mean:
- a) commission of or conviction for any crime or criminal offense involving monies or other property, or any felony or moral turpitude by a court of law;
 - b) making (i) a misrepresentation or (ii) omission, which may materially and adversely affect the business, properties, assets, financial conditions or reputation of the Company;
 - c) material breach of the terms of this Agreement including but not limited to the representations and warranties contained in the Agreement or significant failure to perform assigned duties. Further, in the event the representations and warranties made by the Employee should prove to be inaccurate, incorrect or false in any respect, whether through inadvertence or willful misrepresentation by the Employee;
 - d) commission of any act which in the opinion of the Company is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
 - e) the Employee becoming of unsound mind;
 - f) theft, fraud, misappropriation or dishonesty in connection with the Company's business or clients or property;
 - g) unauthorized use or sale of alcohol or drugs on Company property; or
 - h) any action, which could materially and adversely affect the image or



reputation of the Company.

Further it is clarified that for the purpose of this Clause 6.1.2, all Causes for termination of the employment of the Employee by the Company as mentioned in sub clauses (a) to (h) shall be considered as acts of misconduct for the purpose of all applicable law.

7.2. Termination by the Employee: Subject to the terms and conditions set forth herein, the Employee shall be entitled to terminate this Agreement by providing prior written notice to the Company for minimum period as set out in Annexure A (“**Employee Notice**”). However, upon the Employee handing over the Employee Notice, the Company shall be entitled to relieve the Employee at any time prior to the expiry of the said Employee Notice in its sole discretion without any obligation of the Company including but not limited to the obligation for payment of Remuneration for such balance notice period.

7.3. Termination Due to the Employee's Death: This Agreement will terminate forthwith upon the Employee's death and the Company shall not have any further liability or obligation to the Employee, his executors, heirs, assigns or any other Person claiming under or through his estate; except any Remuneration earned but not yet paid, and the Employee's estate shall be entitled to receive any reimbursable expenses incurred but not yet reimbursed as of the date of his death.

8. CONSEQUENCES OF TERMINATION

8.1. In the event of termination of the Employee's employment with the Company, after completion of the notice period, if applicable, and subject to compliance with the provisions of this Agreement governing consequences of termination and those provisions that survive termination of this Agreement;

8.1.1. all the responsibilities of the Employee as are related to his employment pursuant to this Agreement shall end simultaneously;

8.1.2. the Employee shall cooperate in the transition of all work to another employee designated by the Company with no additional payments;

8.1.3. the Employee shall execute all further documents which the Company may reasonably request of the Employee to effectuate his resignation from any such position;

8.1.4. any and all of the Company's property and Confidential Information acquired by or in the possession of the Employee under this Agreement shall be returned to the Company immediately; and

8.1.5. the Employee shall sign and deliver to the Company a termination and/or release certificate as provided by the Company without any additional



consideration or benefit, except with respect to any Remuneration accrued and outstanding and expenses incurred but not yet reimbursed pursuant to the provisions of this Agreement.

- 8.2. Compensation Payments:** Upon termination of the employment for any reason contained in this Agreement, the Company shall pay to the Employee, on or prior to the effective date of termination of the employment ("**Termination Date**") in a lump sum, an amount equal to any Remuneration which is accrued but unpaid through the Termination Date
- 8.3.** The Employee recognizes and agrees that the Company shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's property and Confidential Information by the Employee and/or any damage occasioned to the Company's property and Confidential Information whilst in the custody of or entrusted to the Employee, to the extent such losses/damage result from negligence or willful misconduct on the part of the Employee.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1.** The **Employee** hereby represents, warrants and covenants with respect to Prior Inventions, Work Product or Work for Hire (each, as defined below), as the case may be, as follows:
- 9.1.1. Prior Inventions.** All inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to Employee's employment with the Company as more specifically described in **Annexure D**, which belong to Employee and which relate to the Company's proposed Business, products or research and development, and which are not assigned to the Company hereunder shall be collectively referred to as "**Prior Inventions**". In the event that during the course of Employee's employment with the Company, the Employee incorporates into a product, process or machine for the benefit of the Company or any of its group of Companies / parent company a Prior Invention owned by Employee or in which the Employee has an interest, the Company is hereby deemed to be granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- 9.1.2. Work Product:** Employee represents and warrants to the Company that all work that Employee performs for or on behalf of the Company, and all work product that Employee produces, including but not limited to writing, book, article, computer program, documentation, intellectual property, memoranda, ideas, designs, inventions, business methods, processes, etc. ("**Work Product**"), will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any of Employee's former



employers or of any other third party. Employee will not disclose to the Company, or use in any of Employee's Work Product, any confidential or proprietary information belonging to others, unless both the owner thereof and the Company have consented.

9.1.3. **Work for Hire:** Employee further agrees that all Work Product whatsoever developed or created by the Employee during or pursuant to his employment in the Company or in furtherance of the Company's Business and prepared either solely by the Employee or jointly with other employees or consultants of the Company during the Term of his employment are and shall be referred to herein singularly and collectively as "**Work for Hire**" specially commissioned or ordered by the Company and are the sole and exclusive property of the Company.

9.1.4. **Inclusions:** Such "**Work for Hire**" will include all inventions, improvements, technical developments, discoveries, including but not limited to computer programs, products, processes, know-how and other copyrightable and/or patentable material, intellectual property which is conceived, made or reduced to practice by the Employee under the Agreement.

9.1.5. **Assignment of Work for Hire:**

9.1.5.1. In consideration of employment with the Company, the Employee assigns and transfers absolutely to the Company in perpetuity throughout the territory of the world all rights of any kind and nature including without limitation, royalties, and other income and property rights in all Works for Hire. To the extent that the Work Product is not recognized as a work-for-hire, Employee hereby assigns, transfers and conveys to the Company, without reservation, all of the Employee's right, title and interest throughout the universe in perpetuity in the Work Product, including, without limitation, all intellectual property rights and the renewal thereof in the said Work Product or any part thereof and the Employee will take whatever steps in order to complete its obligations hereunder.

9.1.5.2. The Employee further agrees that the Employee shall cause to be furnished to the Company such instruments, instructions and documentation to ensure the abovementioned rights shall vest in the Company.

9.2. Reasonableness of Restrictions:

9.2.1. The Employee agrees and acknowledges that the obligations contained herein are reasonable.

9.2.2. The Employee acknowledges that the provisions of this Clause are of paramount importance to the business interests of the Company, and its affiliates, and that a breach thereof cannot be adequately compensated by



monetary damages. Accordingly, in the event of any such violation by the Employee, in addition to any other remedies they may have, the Company and its group of Companies / parent company and affiliates shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by the Employee in violation of this Clause.

9.3. Disclosure: The Employee will promptly disclose to the Company all Prior Inventions and Work Product developed by such Employee within the scope of his or her employment with the Company or which relates directly to or involves the use of any Confidential Information, including but not limited to all software, concepts, ideas, and designs and documentation, manuals, letters, pamphlets, drafts, memoranda, and other documents, writings or tangible things of any kind.

9.4. Maintenance of Records: The Employee shall keep and maintain adequate and current written records of all Work Products and Work for Hire made solely or jointly with others during the term of Employee's employment with the Company. The records so maintained herein shall be available to and remain the sole property of the Company at all times.

9.5. Copyright Ownership: The Employee acknowledges and agrees that all copyrightable Work Products prepared by him or her within the scope of Employee's employment with the Company are "works made for hire" and, consequently, that the Company owns all copyrights thereto and all interests therein.

9.6. Obtaining Patent and Copyright Registrations: Employee shall, upon the request of the Company, assist the Company in obtaining patents and copyright registrations covering inventions and original works of authorship assigned hereunder to the Company in any part of the world. This obligation of assistance shall continue beyond the termination of Employee's employment. If the Company is unable, because of Employee's mental or physical incapacity, or for any other reason, to secure Employee's signature to apply for or to pursue any application for the said registrations, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf and stead, to execute and further the prosecution and issuance of patent or copyright registrations thereon with the same legal force and effect as if executed by Employee. Employee hereby waives any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any patents or copyrights resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

9.7. Remedy: The Employee and the Company agree that the rights of the Company hereunder are of a specialized and unique character and that any breach or evasion of the terms hereof by the Employee will result in immediate and irreparable harm to the Company. The Company shall be entitled to obtain an injunction and/or specific performance as well as any other legal or equitable remedy necessary in



order to compel compliance by Employee with the terms hereof.

9.8. This Clause 8 shall survive termination of the Agreement.

10. CONFIDENTIALITY AND NON-DISCLOSURE

10.1. Definition:

10.1.1. As used in this Agreement, the term “**Confidential Information**” means

- i. proprietary information of the Company or any of its affiliates or of any customer of the Company or any of its affiliates;
- ii. information marked or designated as ‘confidential’ by the Company;
- iii. information, whether or not in written form and whether or not designated as confidential, which is known to the Employee as being treated as confidential by the Company; and
- iv. information provided to the Company by any third Party which the Company is obligated to keep confidential.

10.1.2. Confidential Information includes, but is not limited to, all records, data files, trade secrets, discoveries, ideas, designs, drawings, specifications, techniques, models, data, programs or codes, documentation, processes, know-how, analytical methods, intellectual property, procedures, tools, calculations, database, systems, software, hardware, documentation, inventions, client or customer names (including any potential clients or customers), lists or information, supplier names, lists or information (including any potential clients and customers), marketing plans, product information, formulas, methods, samples, prototypes, developmental or experimental work, improvements, research plans, scientific, technical, economic or engineering information including patterns, plans, compilations, program devices, business plans or profile, price and cost information, information regarding skills or compensation of other employees, information regarding the amounts of any consulting fees and financial and technical information, customer prospect information, internal human resources and salary information whether tangible or intangible contained in any form whatsoever whether memorialized physically, electronically, graphically or photographically including, without limiting the generality of the foregoing any such items developed, produced or made known to Employee during period of or arising out of his employment with the Company, the Company’s suppliers, customers and potential customers, confidential information disclosed to the Company by a third party on a confidential basis and the Company’s sales and marketing plans as well as any information in addition to the foregoing, which is not generally known to the public. All information disclosed to or obtained by the Employee from the Company or in connection with Employee’s employment shall be deemed to be confidential.

10.1.3. Confidential Information shall not include any information that: (i) was in the



Employee's possession before receipt from the Company and obtained from a source other than the Company and other than through the prior relationship of the Company and the Employee before the date of termination; (ii) is or becomes a matter of public knowledge through no fault of the Employee; (iii) is rightfully received by the Employee from a third party without a duty of confidentiality; (iv) is disclosed by the Company to a third party without a duty of confidentiality on the third party; (v) is independently developed by the Employee; or (vi) is disclosed by the Employee with the Disclosing Party's prior written approval.

10.2. Ownership of Confidential Information: All Confidential Information is and shall continue to be the exclusive and absolute property of the Company (or its affiliates, as applicable), whether or not prepared in whole or in part by the Employee and whether or not disclosed or entrusted to the Employee in connection with the Employee's work for the Company unless otherwise specified expressly in writing. All rights, title and ownership thereof shall always belong in perpetuity throughout the world with the Employee. The Employee agrees not to acquire no rights or licenses in the Confidential Information of the Company including but not limited to patents, trademarks, copyrights or service marks under this Agreement or through any disclosure hereunder except the limited right to use such Confidential Information in accordance with this Agreement.

10.3. Acknowledgement of Receipt of Confidential Information

10.3.1. Employee acknowledges that during employment the Employee may learn of Confidential Information of the Company, its affiliates and customers of the Company and that the ownership and confidential status of all such Confidential Information is highly important to the Company.

10.3.2. Employee agrees that such Confidential Information will not be accessed, used, discussed or viewed for any purpose other than a proper business purpose

10.3.3. Employee agrees that the Confidential Information should only be used for the benefit of the Company and its affiliates and that unauthorized use of Confidential Information may cause irreparable harm to the Company.

10.3.4. Employee agrees that the Confidential Information of any third party including the customers of the Company which has been disclosed to the Company should be treated in the same manner as the Company's own Confidential Information and should only be used for purposes permitted by the third party or the Customers of the Company.

10.3.5. The Employee agrees, in addition to the specific covenants contained in this Agreement, to comply with all Company policies and procedures for the protection of Confidential Information.

10.4. Covenant of Non-disclosure

10.4.1. The Employee shall not, without the prior written consent of the Company, during the Term of the employment of the Employee with the Company and thereafter disclose or disseminate the Confidential Information, or any part thereof, nor permit any person to have access to such information, nor use



such information in any manner whatsoever other than as set forth herein.

- 10.4.2. The Employee agrees that Employee will not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of any Confidential Information, except as may be necessary for the performance of the Employee's duties for the Company.
- 10.4.3. Confidential Information may be used, disclosed, reproduced, summarized or distributed only in pursuance of this Employment Agreement entered into by the Parties and only as otherwise provided in this Agreement. The Employee shall not reverse engineer, decompile or disassemble any software disclosed to him or her by the Company.
- 10.4.4. The Employee agrees to exercise the highest degree of care and take reasonable security precautions at least as great as the precautions it takes to protect its own Confidential Information in keeping the Confidential Information confidential and safeguarding Confidential Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality.
- 10.4.5. Employee may disclose Confidential Information to other employees or consultants of the Company as is required only in order to enable the performance of duties under the Employment Agreement
- 10.4.6. The obligations of confidentiality as set out herein shall not apply to any Confidential Information now or hereafter voluntarily disseminated to the public by the rightful owner thereof, or which otherwise becomes part of the public domains through lawful means.

10.5. Return of Confidential Information: Upon termination of the Employee's employment hereunder or otherwise as requested, the Employee shall deliver promptly to the Company or destroy all Confidential Information, whether recorded or stored on paper, in any magnetic or electronic form or in any other form whatsoever within 24 (twenty four) hours.

10.6. Exceptions: The Employee shall not be liable for breach of any part of this Agreement for the disclosure of Confidential Information under the direction of any law or instrument of law including but not limited to judicial or administrative decree, order, bye- law. Provided that notwithstanding the generality of the foregoing exception, the Employee shall notify the Company of any requirement of law to disclose Confidential Information

11. NON -COMPETE & NON -SOLICIT

11.1. The Employee shall not, in the regions where the Company has operations or any region where the Company proposes to have operations either solely or jointly with or on behalf of any Person, directly or indirectly, whether as a shareholder, joint venture partner, consultant, agent, distributor, licensee, employee, consultant:

11.1.1. incorporate, promote, join, engage in, enter into, associate with, or initiate any new activities or expansions relating to the Business of the Company or any proposed line of business of the Company and shall not use the existing



brand name or combine the existing brand name with a new trade name or trademark. Such restriction shall be applicable during the Term and for a period of 2 (Two) years thereafter;

11.1.2. attempt to solicit, canvass, approach, or cause to be solicited, canvassed or approached, any Person who is or is in discussions to become, a client, customer, representative, employee, or agent of the Company, or is in the practice of dealing with the Company or the promoters, for any purpose related to a business which is similar to the Business. Such restriction shall be applicable during the Term and for a period of 3 (Three) years thereafter;

11.1.3. hire any Person who has been associated with the Company in any capacity during the preceding 4 (four) years, related to a business which is similar to the Business and such restriction shall be applicable during the Term and for a period of 3 (Three) years thereafter; or

11.1.4. be concerned or engage in or invest in or undertake the Business, otherwise than through the Company or its subsidiaries or compete with the Company or its subsidiaries in any manner during employment

11.2.The Employee acknowledges that the restrictions on competitive activity set forth in this Agreement are mainly to protect the value of the Company, including the goodwill of the Business and the potential for expansion of the Business.

11.3.The Employee acknowledges that monetary damages alone would not be adequate compensation for the breach of this Clause 10 and that the Company may seek an injunction or any other appropriate remedies from a court of competent jurisdiction.

11.4.The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause 10 are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the Company of the non-enforcement of this Clause 10 outweighs any potential harm to the Employee by this Agreement and has given careful consideration to the restraints imposed upon the Employee by this Agreement, and is in full accord as to their necessity for inter-alia the reasonable and proper protection of Business now existing or to be developed in the future. The Employee expressly acknowledges and agrees that each restraint imposed by this Clause 10 is reasonable, with respect to subject matter, time period and geographical area.

11.5.It is expressly understood and agreed by the Parties that although the Employee and the Company consider the restrictions contained in this Clause 10 to be reasonable, if a final judicial determination is made by an arbitral tribunal or a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Employee, the



provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such arbitral tribunal or court may judicially determine or indicate to be enforceable. Alternatively, if any arbitral tribunal or court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions or terms contained herein.

12. REPRESENTATIONS AND WARRANTIES

12.1.The Employee represents and warrants that he has the full legal capacity and is free to enter into this Agreement and accept employment from the Company upon the terms and conditions set forth herein.

12.2.The Employee hereby represents and warrants to the Company that there are no employment agreements or other instruments of any nature, operative and in force to which the Employee is a party or under which the Employee may be otherwise bound or subject.

12.3.The Employee shall not have entered into, and will not enter into, any agreement, either written or oral, in conflict herewith, which restrains the Employee from entering into this Agreement or which contain any terms or provisions that in any manner restrict, limit, prevent, prohibit or make unlawful the execution of the Employee of this Agreement, or the performance by the Employee of any or all of the Employee's obligations, covenants and duties herein specified, or the Employee's engagement by the Company hereunder or otherwise To the extent any such conflict exists, the Employee shall obtain all consents, approvals required and shall ensure that such approvals and consents shall remain in full force and effect.

12.4.In the event the representations and warranties made by the Employee should prove to be inaccurate, incorrect or false in any respect, whether through inadvertence or willful misrepresentation by the Employee, the Company may, at its option, upon discovering such inaccuracy or falsity of said representations, terminate this Agreement for Cause and the Employee's engagement hereunder.

12.5.The Employee has not brought any trade secrets, confidential business information, documents of an employer,

12.6.The Employee is a law-abiding citizen and/or does not have actions or proceedings, civil or criminal, pending against or instituted by him in India or anywhere else in the world which may, in any manner, may affect his ability to perform or performance of his obligations here under.

13. INDEMNITY

13.1.The Employee shall indemnify and hold the Company and its Affiliates, and representatives harmless from and against any and all claims, penalties, losses,



damages, liabilities, costs or expenses (including, without limitation, reasonable attorney's fees and other dispute resolution costs) and compensation that may be incurred by the Company, arising out of, involving or relating to a material breach of any of the provisions of this Agreement, including without limitation, Clause 8 Clause 9 and Clause 10 of this Agreement.

14. NOTICES

14.1. All notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing (which term includes electronic mail or email with proof of read receipt or courier) in the English language and shall be deemed to be received upon the earlier of: (i) delivery, if by hand; or (ii) upon receipt, if sent by mail (certified or registered mail, return receipt requested, postage prepaid) or by an internationally recognized courier service or (iii) facsimile transmission (with request of assurance of receipt in a manner customary for communication of such type), or (iv) addressed to the intended recipient at his/his email address, to the following Persons at the following addresses or email addresses or fax numbers, or to such other Persons at such other addresses or email addresses or fax numbers as any Party may request by notice in writing to the other Party to this Agreement:

(This space has been intentionally left blank)



If to the Employee, to :

Attention: Nikhil Rajendra Gulhane
Address: Flat no 204 A wing, Axisa Society Kiwale,
Near PCMC School Pune 412101

Email: nikhilgulhane9598@gmail.com

If to the Company, to :

Attention: Mr. Devendra Gupta
Address: 134/1, 134/2, 130/3, Jeevan Nagar,
On Mumbai -Pune highway, Tathawade, Pune (MH)-
411033

Email: devendragupta@ecozensolutions.com

15. MISCELLANEOUS

15.1. Conflict of Interest:

15.1.1. The Employee agrees during the Term to not enter any contract or accept any obligation for engagements as an employee, consultant or advisor with any Person that is similar to his obligations as an employee of the Company as contained in this Agreement or may directly or indirectly have an adverse effect on the Business of the Company or prevent the Employee from performing his obligations as contained under this Agreement.

15.1.2. The Employee is required to promptly disclose to the Company all outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Company.

15.1.3. To the extent that a potential conflict should arise as a result of activities described in Clause 14.1.1, the Employee agrees to take all necessary steps to avoid the occurrence of same, including the termination of this or another agreement as warranted.

15.2. Amendments and Waivers: No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the Parties hereto. No waiver or any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

15.3. Severability: If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.



15.4. Governing Law: This Agreement shall be construed, enforced and governed by the laws of India and the courts of Pune shall have sole jurisdiction.

15.5. Dispute Resolution:

15.5.1. If any claim or dispute arises out of, pursuant to or in connection with this Agreement, any of the Parties may serve written notice on another commencing a formal consultation period of 30 days within which the dispute should be resolved (the “**Consultation Period**”).

15.5.2. In case an amicable settlement cannot be reached during the Consultation Period, the dispute shall be finally settled by arbitration before a panel of 3 (three) arbitrators. The Employee shall appoint 1 (one) arbitrator, the Company shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator, who shall be the Chairperson of the panel. The arbitration shall be held in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The award shall be in writing, and shall specify the reasons for and the facts on which such decision was reached. The award shall be final and binding on the Parties. The Parties hereby waive their right to any form of appeal insofar as such waiver can validly be made.

15.5.3. The place of arbitration shall be Pune. The arbitration proceedings shall be in the English language. The proper Law of the arbitration shall be Indian Law and the award will be made under the Laws of India.

15.5.4. None of the Parties shall be entitled to commence or maintain any action in a court of Law upon any matter in dispute arising from or in relation to this Agreement except for the enforcement of an arbitral award granted pursuant to this Clause 14.5 or for interim reliefs, if so permitted by Law.

15.5.5. None of the Parties may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of each of the others, except for purposes of enforcement of the arbitral award.

15.5.6. Each Party shall initially bear the cost of the arbitrator appointed by it, and the cost of the Chairperson of the panel shall initially be borne by the Company and the Employee equally. Thereafter, the arbitral tribunal, when passing its award, may determine which Party will bear such costs and the proportion in which such costs will be borne.

15.6. Notices

15.6.1. **Manner:** Any notice hereby required or permitted to be given shall be sufficiently given if in writing and delivered in person or sent by facsimile, electronic mail, overnight courier, in the case of the Company, to its



principal business office, and in the case of the Employee, to his address appearing on the records of the Company or such other address as shall have been designated by written notice by one Party to the other Party.

15.6.2. Effectiveness: Any notice or other communication required or permitted to be given under this Agreement will be deemed given (i) upon personal delivery to the Party to be notified, (ii) on the day when delivered by electronic mail to the proper electronic mail address, (iii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iv) the first business day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (v) the third business day after the day on which such notice was mailed in accordance with this Clause.

15.7. Specific Performance: The Company shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

15.8. Assignment: The Employee shall not be entitled to assign any of his respective rights or obligations under this Agreement. The Company shall be entitled to assign this Agreement to any third party including its Affiliates.

15.9. Further Assurances: The Employee must from time to time execute and deliver all such further documents and instruments and do all acts and things as the Company may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

15.10. Counterparts: This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

15.11. Survival: The provisions of Clause 8 (*Consequences of Termination*), Clause 9 (*Proprietary Work*), Clause 10 (*Confidentiality*), Clause 11 (*Non-Compete & Non-Solicit*), this Clause 13 (*Indemnity*) and Clause 15.4 (*Governing Law*) shall survive the termination of this Agreement.

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IN WITNESS WHEREOF the Parties have signed and executed this Agreement through their duly authorized representatives on the date, day and year herein below written.

FOR ECOZEN SOLUTIONS (P) LTD



Radhika Bhagwat
Head - Human Resources

For Employee

Signature: _____
Name: Nikhil Rajendra Gulhane

Witness 1:
Name:

Signature: _____

Witness 2:
Name:

Signature: _____

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ANNEXURE A

Role : Technical Support Engineer

Department : Service

Posting : Pune

Probation : 3 Months

Notice Period : 1 Month

Termination Period : 1 Month

Remuneration :

Fixed: INR CTC 310000 LPA (Three Lakhs Ten Thousand only)

Variable: INR 20,000 (Twenty Thousand Only)

Variable to be paid as per Company's Variable pay policy.

The above amount will be subject to any deductions towards Statutory compliance and Taxation as per applicable law.

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ANNEXURE B

ROLES & RESPONSIBILITIES

- First point of contact for clients for issues concerning their Solar Pumping system (Motor , Pump , Controller) and equipment.
- Conduct telephone support to customers by assessing VFD hardware, software, and network related issues on solar systems.
- Provide solutions for repairs by performing remote troubleshooting and diagnostic evaluation.
- Ensure proper logging of all issues.
- Determine the validity of product replacement requests and minimise replacements RMA.
- Provide accurate feedback to customers promptly.
- Effectively document problems and solutions into a ticketing software.
- Follow up with clients to make sure their Solar pumping / lighting systems are functioning properly after troubleshooting
- Occasionally participates in customer site visits, as necessary.
- Continually learn and train on product lines.
- Use basic tools and instruments to assemble, adjust, calibrate, repair or test various products.
- Collaborate with other internal and external groups on solving complex technical issues and developing innovative solutions.
- Monitor dedicated plants/Systems on a daily basis forward alerts.
- Provided support to the Development, Sales and Operations Teams..
- Help organisation deploy new software or hardware systems

The above roles and responsibilities are subject to change at management's discretion. (This space has been intentionally left blank)



ANNEXURE C

Cause

- (a) commission of or conviction for any crime or criminal offense involving monies or other property, or any felony or moral turpitude by a court of law;
- (b) making (i) a misrepresentation or (ii) omission, which may materially and adversely affect the business, properties, assets, financial conditions or reputation of the Company;
- (c) material breach of the terms of this Agreement including but not limited to the representations and warranties contained in the Agreement or significant failure to perform assigned duties;
- (d) becoming bankrupt or making arrangements or compositions with the Employee's creditors;
- (e) commission of any act which in the opinion of the Company is fraudulent, dishonest, scandalous or which has a significant adverse effect on the interests and reputation of the Company;
- (f) the Employee becoming of unsound mind;
- (g) theft, fraud, misappropriation or dishonesty in connection with the Company's business or clients or property;
- (h) unauthorised use or sale of alcohol or drugs on the Company's property; or
- (i) any action, which could materially and adversely affect the image or reputation of the Company.

(This space has been intentionally left blank)



ANNEXURE D

Prior Invention

There was no prior invention intimated to company by the candidate.



ANNEXURE E

Name	Nikhil Rajendra Gulhane		
Designation	Technical Support Engineer		
	Part I: Fixed Component	Monthly	Annual
A	Salary	25833	310000
	Basic+DA	17979	215748
	HRA	899	10787
	Statutory Bonus	1498	17972
	Special Allowance	3658	43892
Gross	Total A	24033	288400
B	Employer Contribution		
	a) Company Contribution to PF	1800	
	b) Company Contribution to ESIC		
	Total B	1800	21600
Total A+B		25833	310000
C	Tentative Gross	24033	
	Employee PF	1800	
	Employee ESIC		
	PT	200	
	TDS	As Applicable	
Tentative Net		22033	
D	Add Benefits		
a)	Mobile reimbursement as per company policy		
b)	Gratuity		
c)	Self coverage under GPA (Group Accident Policy) of 5 lacs		
d)	Self coverage under GMC (Group Medical Policy) of 2 lacs		
e)	Term insurance		

