

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 **Pratika Ramnath Gunjal**.

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 **Pratika Ramnath Gunjal**.

It is agreed that **LSIPL** will hire services of **Pratika Ramnath Gunjal** 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 fulfill 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

Pratika Ramnath Gunjal 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 **Pratika Ramnath Gunjal** 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 **Pratika Ramnath Gunjal** contract with **LSIPL**, **Pratika Ramnath Gunjal** will hold Proprietary Information in confidence. **Pratika Ramnath Gunjal** 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 **Pratika Ramnath Gunjal** duties for **LSIPL** or otherwise as directed by **LSIPL**.
4. **Pratika Ramnath Gunjal** 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. **Pratika Ramnath Gunjal** 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 your 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 **Pratika Ramnath Gunjal** conceive or make during the period of your contract
7. **Pratika Ramnath Gunjal** 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 favors from persons or bodies with which **LSIPL** has business dealings unless you have obtained the previous written consent of **LSIPL**
8. **Pratika Ramnath Gunjal** shall upon termination of your contract with **LSIPL** and upon **LSIPL** request reaffirm. **Pratika Ramnath Gunjal** recognition of the importance of maintaining the confidentiality of **LSIPL** Proprietary Information and reaffirms all of the obligations set forth in this Agreement.
9. **Pratika Ramnath Gunjal** 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

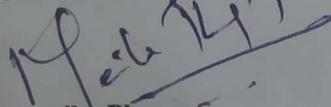
1. Having a mutual understanding of the aims and values of both parties, each organization will endeavor to undertake no action, which could be to the detriment of any party in terms of professional integrity, high ethical standards and industry reputation.
2. Independent Contractor: - **LSIPL** and **Pratika Ramnath Gunjal** 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 **Pratika Ramnath Gunjal** 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 **Pratika Ramnath Gunjal** 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


Monika Phogaaf
Human Resources

Accepted

Pratika Ramnath Gunjal

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.

LSIPL will pay a sum of Rupees 14,000/- PM. These amounts are inclusive of taxes. TDS will be deducted as per statutory norms.

Fixed Cost(A)	14,000
Performance Linked Incentive(B)*	-
Total CTC (A+B)	14,000
Insurance Coverage:	
<ul style="list-style-type: none">• Medical Group Insurance - Rs. 50K per annum• Personal Accidental Insurance - Rs. 2.0 Lakh per annum coverage.	

* The Performance Linked Incentive component is subject to your performance as per organization's standards. The performance standard will be communicated to you separately upon joining. The Performance Incentive shall be payable to you subject to company reaching the set Annual performance Plan and you being on the rolls of the company and not serving the notice period on the date of disbursement. The Performance Incentive Pay-out is at the discretion of the Management and please note that the Management decision is final and binding on Performance Incentive.