



Date: 21-12-2023

To,
Mr Karthik B

Sub: - Service Agreement

Dear Karthik,

We would like to appoint you as a Full-time Consultant starting from **02-01-2024**. During your engagement period with us, you'll work under the title of **Logistics Executive** at Executive Level (EL 1).

We are glad to engage your services on the following terms & condition:

1. Remuneration / Fees

2. In consideration for providing the services as set out herein, you shall be paid a monthly Fee of **INR 30,000/-**, including all expenses; such payment shall be made every month.

3. Payment terms & Tax Deduction at Source

2.1 We shall deduct taxes at source, as shall be applicable. We shall provide you a certificate evidencing payment of such amount to the Appropriate Authority of the Income Tax Department, at the end of the financial year or as is required by the relevant statute.

2.2 All other Direct and Indirect Taxes, if applicable, shall be the responsibility of You.

2.3 You shall be treated as an Independent Contractor for the purpose of taxation, and then You shall be liable for payment of taxes accordingly, and for filing the requisite tax and information returns.

2.4 You shall provide services to our satisfaction during the term of this agreement. You shall use sound and professional principles and practices in accordance with normally accepted industry standards and that the performance of the services shall reflect your best knowledge, skill and judgment.

4. Your responsibilities and obligations

3.1 You shall provide services to our satisfaction during the term of this agreement. You shall use sound and professional principles and practices in accordance with normally accepted industry standards and that the performance of the services shall reflect your best knowledge, skill and judgment.

3.2 You shall work as a full-time consultant (clocking in 9hours/day) and shall not provide similar services to any third party, nor shall you carry on competing business. In the event of a conflict-of-interest situation, you shall ensure that you promptly inform us of the same and ensure that the organization's position shall not be compromised in any manner whatsoever.

3.3 You shall promptly communicate and disclose to us all observations made, and data obtained by you in the course of your affiliation with us. All written materials, records and documents created by us or coming into your possession concerning our business or affairs including but not limited to the confidential information



shall, upon termination of this agreement, promptly be returned to us on the last day of service. Upon our request, you shall provide us, such reports of the activities undertaken by you or conducted under your direction for us.

- 3.4 You acknowledge that Intellectual Property and Confidential Information, as they may exist from time to time, are valuable and are our unique assets and disclosure of any such information would cause substantial injury to us. You further acknowledge that the requirements under this Agreement might constitute obligations assumed by us to its customers and accordingly involve third party rights also.
- 3.5 You shall provide the services hereunder in full compliance with the applicable laws and our applicable policies, rules and regulations.
- 3.6 You shall not make use of the trademarks, trade names of the organization nor shall you publicize your performance of the services without our prior written approval.
- 3.7 In the performance of the services, you shall not have authority to enter into any contract(s) or agreement(s) to bind us and shall not represent to anyone that has such authority.
- 3.8 During the term of this agreement, you agree to devote such of your time, attention, and abilities to our business, so as to ensure the proper rendition of the services agreed hereunder.
- 3.9 Nothing in this agreement should be construed or interpreted as creating or establishing a relationship of employer and/or employee between us and you.
- 3.10 You further agree that during the term of this Agreement, you shall not in any manner, directly or indirectly, induce or attempt to induce any employee of ours or our affiliated organizations to terminate or abandon her or his employment for any purpose whatsoever.

5. Non- disclosure & confidentiality

- 4.1 During the course of your rendering the envisaged services to us, you will be exposed to various forms of Confidential Information regarding our activities, Such "Confidential Information" shall mean and include, but not be limited to our products, product schematics, drawings, data, database, product plans, designs, protocols, prices, finances, marketing plans, business opportunities, personnel related information, sales and customer information, business and business policies, practices and strategies, finances, methods, operations, marketing information, pricing and information relating to our proposed business plans including documents, agreements, sales, costs, pricing, financial and tax information, business, marketing and operational projections, plans and opportunities, products information, designs, identification of customers, Vendor and suppliers and distribution lists, business records and other books and records relating to us and/or our affiliates as well as information received from other entities which we are obligated to keep confidential, and research and development results.
- 4.2 "Confidential information" shall however, not include information that: -
 - a. is or enters the public domain through no fault of yours.
 - b. is already known and has been reduced into tangible form by you prior to the time of disclosure to the recipient.
 - c. is independently developed by you without access to or use of the proprietary information belonging to us or related third party.
 - d. is generally made available to you, by us without restriction on disclosure; or
 - e. is disclosed by you with our written consent.
- 4.3 You shall not divulge Confidential Information to any third party except as required to enable him to perform the services as set out herein nor keep the same in a negligent manner that allows access to any third party.



The restriction under this agreement applies to all information connected with us, whether or not the same was consciously disclosed to you and whether such knowledge is derived before, during or after the period of your affiliation with us under this arrangement.

- 4.4 You agree and undertake that you shall take reasonable security precautions, which shall in any event be as great as the precautions you would take to protect your own confidential information, to keep secure the Confidential Information.
- 4.5 You further agree and undertake to segregate all such Confidential Materials from the confidential materials of others to prevent any intermingling.
- 4.6 You agree that on our request you are bound to promptly deliver to us or the people designated by us, all of the Confidential Information, including all copies, reproductions, summaries, analysis or extracts thereof or based thereon in your possession.
- 4.7 Your obligation to maintain confidentiality of the Confidential Information shall survive the termination of this Agreement.

6. Term and Termination clause:

5.1 This Agreement shall be effective from **02-01-2024**.

5.2 We shall be entitled to terminate the Agreement immediately without any prior notice, if:

- a. you fail to meet the targets agreed between the Parties.
- b. you commit any material breach of any of your duties and responsibilities under this contract.
- c. you have completed the set/defined project deliverables.
- d. you are charged with any criminal offence, which is prejudicial to the interest of the organization.
- e. you are engaged in any unauthorized financial transactions with internal or external stake holders.
- f. you are found to be guilty of misconduct, moral turpitude, dishonesty, disorderly behavior, negligence, and indiscipline, alcoholism, drug-addiction, absence of duty without permission or any other conduct considered by us as detrimental to the interests of the Organization.
- g. Any particulars mentioned in your application are found to be false at any point of time or found to have been willfully suppressed.

7. Place of posting & working hours

You will be part of the **Flourish** team under Industree Crafts Foundation and posted at **Bangalore**.

8. Scope of work/deliverables

During the period of your engagement with us, we expect you to deliver the assigned targets discussed and agreed upon between you and the supervisor.

9. Intellectual Property

All IP's created by you during the engagement with the organization, including but not limited to Trademarks, Copyrights, Drawings, Designs, Patents, Documents, Brochures. Communications, Processes, Manuals and other proprietary material which may be created or developed by you singly or jointly with the organization shall belong exclusively to the organization.

10. Anti-poaching / potential unfair competition

During the course of your engagement with us, you will be having knowledge of and access to confidential information of the organization's relationship with customers and Channel partners. Hence, it will be obligatory on your part, that owing to any reason you disengage from the engagement of this organization you shall not



seek employment/engagement with any of our channel partner or competitors for a minimum period of one year - this includes all organizations working in 'Women Empowerment' and 'Livelihood'.

11. Cessation of employment

This agreement can be terminated by giving a written notice and serving the notice period based on level/*responsibilities in charge. The effective notice period is based on the existing policy and can be changed according to changes in policy from time to time.

The notice period for each level is as follows: -

Level	Notice Period
Leadership Level	3 Months
Middle Management Level	2 Months
Executive Level & Supporting staff	45 days

*Eg: For any employee hired at 'Executive Level' with Managerial level responsibilities such as Factory Managers or Team Managers, the notice period of Middle Management level would be applicable for effective transition.

Upon termination of employment, all Organization assets, such as laptop and other assets documents, information and property, business cards, office keys must be returned to the office prior to leaving.

Any early release by waiving of the notice period or part thereof would be at the sole discretion of the Management. In case you leave the employment without serving requisite notice, you are bound to pay gross salary amount equivalent to unserved notice period, failure to which no relieving letter will be issued, and settlement of dues will be at the sole discretion of the Management.

The Organization shall have the right to terminate your employment without notice if:

- You commit any material breach of any of your duties and responsibilities under this contract.
- Any particulars mentioned in your application are found to be false at any point of time or found to have been willfully suppressed.
- You are charged with any criminal offence, which is prejudicial to the interest of the Organization.
- You are engaged in any unauthorized financial transactions with internal or external stakeholders.

You are found to be guilty of misconduct, moral turpitude, dishonesty, disorderly behavior, negligence, and indiscipline, alcoholism, drug-addiction, absence of duty without permission or any other conduct considered by us as detrimental to the interests of the Organization.

12. Transferability

During your consulting engagement with Industree Crafts Foundation, your services can be transferred at the sole discretion of the management to any of the locations the Organization operates its offices in India or abroad or assigned to any function or business, within the group or any associate or subsidiary unit of Industree Crafts Foundation or incubated unit of Industree Crafts Foundation whether existing or to be set up in future, on the same terms and conditions of your current employment, unless otherwise stated by the Organization and communicated to you in writing.

13. General

This offer of engagement/consulting contract is subject to the condition that you indemnify and also certify that all the information (like educational qualifications, work experience, past salary drawn and all other information) supplied by you to get an employment with Industree Crafts Foundation is accurate and nothing given is untrue.



Indus Tree Crafts Foundation

Joseph Chemmanur Hall,
Ground Floor, 1st Stage, 1st Cross,
Indiranagar, Bangalore- 560 038, India

If it is later found that you had supplied inaccurate/ untrue/false information, then this organization reserves the right to terminate your services without any notice and seek appropriate damages incurred. by the organization.

We welcome you to the Industree family and wish you a rewarding career over the years to come. Please sign the duplicate copy of this letter confirming your acceptance of the above terms and conditions of agreement and return it to us for office records.

Yours Sincerely,

For Industree Crafts Foundation

HR Manager

Agreed and Accepted

Signature: *karthik*

Date: 29-12-2023
