

ADDRESS: 3 Leona St., Somerset, NJ 08873. Phone +1 908 200 2020
Email: IncubersUSA@Gmail.com with copy to IncubersJaipur@Gmail.com
MS Teams: vijay_kumar_chopra (Piscataway, NJ, USA)

1. ABOUT US

Welcome to Incuber Services LLP, also referred to as “Company” and or as “INS” or “INCS” and its “Employee Manual” also referred to as EM, a benefits, terms and conditions document for all employees, service providers, contractors, partners and trainees. This document or its likeness, has an employee agreement as its integral part, also referred to as EA; which are enforced upon initial employment for its duration. Upon completion of the initial employment duration, current or newer version, if any, is enforced for continued employment, thereafter. Word “his” is used as a gender neutral in all documents.

Our name, derived from “Incubation” as a part of international engineering endeavour, to develop software products, for SAAS (Software as a service) and MAAS (Manpower as a service). INCS is jointly owned by Accutech Services, LLC, USA and Vijay K. Chopra. In Indian facility, we create and maintain software, of our virtual properties. All other functions such as hiring, administrative, financial, and sales etc are in the USA office. Management rests in the USA. Jaipur office associates are not responsible to employees for agreements. INCS is evolving, and so is this document which is reflected in the progressive version of the document.

2. THE COMPANY’S MISSION AND VISION

Vijay Kumar Chopra, also referred to as VIJC, started this bootstrapped company with the future expectation to include partners within the company, from funding, non-funding and public arena. The company is a “for-profit” entity between investors, customers, and employees, in that sequence for share of values. We shall:

- I Strive to exceed client expectations to improve their productivity.
- I Commit equally to investors, customers and employees.
- I Invest in the employee's knowledge and infrastructure to develop products needed.
- I Offer employees to be the part owners of the company.
- I Use commonsense, be disciplined and have minimal rules.
- I Be highly productive and professionally managed.
- I Be agile and rapid in developing products or changes.

We measure the company’s success in its profitability and not its size in employee count, or building size. Any violation of the basic tenets of this mission statement may evolve in the further amendment to these rules. Every employee is our brand ambassador to lead the company. Employees agree to use their personal efforts in promoting the company and its products wholeheartedly as a part of their employment condition. Non compliance of this understanding is deemed to be a frustration of the agreement by the employee and an appropriate penalty shall be imposed.

3. COMPANY PRODUCTS

At this time the company is engaged in the Business productivity software in niche vertical markets provided there is adequate market size to serve it profitably after a thorough market research. Besides software, we intend to get into hardware and or other technical products. At this time we are aiming to primarily market and rent our software for a period of time (SAAS). We are aiming to produce UNICORN (US\$ 1 Billion) revenue. At this time the company does not participate in any government or private provident scheme or retirement fund.

4. COOPERATIVE STRUCTURE AND COMPANY CULTURE

To get started, the company's initial legal structure shall be "Limited Liability Partners (LLP)" with few non-equity working partners, until we are ready to change to the next legal structure as needed in the future. Our current operations are akin to a bootstrapped startup.

Should the company be transferred, sold, merged or be acquired by another entity, this EM and the EA shall survive in its original condition as is, regardless of the new name of the entity owning or the holder of this agreement. All employees must have the bootstrapped startup mindset and of a working partner for us to achieve our goals to be a Unicorn and adhere to the best working practices established by the industry leaders and scientific data.

Our working environment is very high strung and is not at all relaxed to over achieve our lofty goals.

Our company culture and environment is not suited for most individuals. It will be rewarding only for the very few chosen, to work dedicated long gruesome hours with the highest financial mission in life. Persons living beyond 30 minutes travel time from our office are not encouraged to seek employment at our company. Persons with health issues like, migraines from computer screen glare, back aches, corporal syndrome, dyslexia, work needing high level of concentration, inability for high energy required to work here, and or any other similar issues that prevent them from 100% lustre, are not suited for our company. Unfortunately, at this time, we don't have an accommodation in our facility for the handicapped individuals.

As per the constitution of the Republic of India, English being the national working language it is also the official language of the company. A minimum of 20% proficiency in English is required for all tracks except for marketing where the proficiency required is 40% in spoken and written language fluently.

5. BOARD OF DIRECTORS

At this time, we do not have any BOD. However, in time to come, we do intend to appoint a BOD, meaningful influence-rs and or other consultants, if and when needed. Until that time the founder Vijay Kumar Chopra shall fill in all these roles.

6. EQUAL EMPLOYMENT POLICY

We are an equal opportunity employer to qualified persons. Grievances are handled by a consortium. Until managing partners are placed, VIJC shall serve as the principal capital owner but place the power to regulate employees in the hands of a consortium or a management team. Unless exempted in writing, all employees agree to serve this consortium and or the management team. Non compliance of this understanding is deemed to be a frustration of the agreement and appropriate penalty shall be imposed. We maintain technical, marketing and graphics, and administrative track in the company, but more may be added/evolved as needed.

Our ideal hire is someone who knows everything from day one and can produce 20 times his gross compensation in net revenue to us. For such candidates many of these terms shall be relaxed including coming to office long before morning conference. While morning conference is a very crucial part of the daily activity, he can take this call from anywhere. Several other conditions may also be relaxed and he be inducted as a working partner quickly. However, if such be not the case, and we have to train some one wholly or partially then all of these terms and conditions shall be applicable.

7. EMPLOYEE'S WORK IS "MADE FOR HIRE" under USA LAW

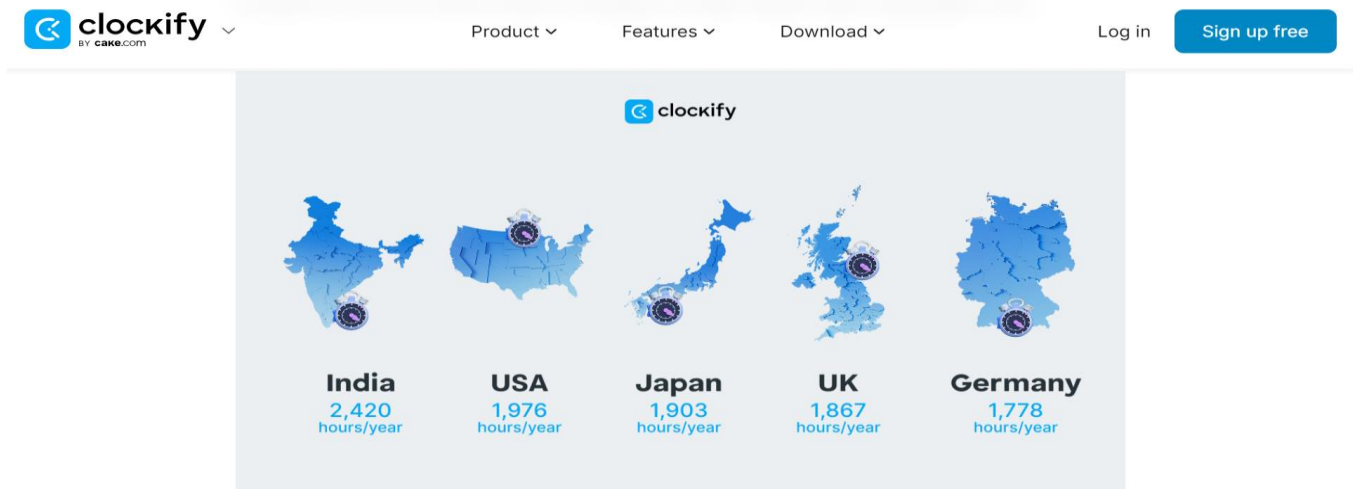
All work produced during the employment, full or part time, physical or virtual or in any status, is deemed to be the sole property of the company. No one has the rights of any royalties or entitlements of any kind, even if such work has been attributed to a person, and not very specifically the company. Work undertaken is the

company's intellectual property and is protected by the USA "Made for Hire Laws". No person shall hold any of the company's property with them, physically, virtually or otherwise in any format, in any manner without the written consent of the company. Graphics, videos, codes, content in any format, or such products are our products worth hundreds of millions of USA dollars and it's not-allowed use by the employee may render irreparable harm and loss to the company, and thus are subject to severe penalties. <http://copyright.gov/circs/circ09.pdf>

The legal definition of the word "Employee" used in this document is one, of a "person", who contracts to supply highest level of expertise, endures extreme labor for it and his time in exchange for a specified compensation, under specific conditions written here-in (Contractor) and is not as defined by the labor board of the state of Rajasthan, India or any other such entity.

8. HOURS OF OPERATION - WORK SCHEDULES

The management team / consortium shall decide on the office hours. <https://clockify.me/working-hours> shows the national average time actually worked by office workers in India is 2420 hours. At our company, we have decided to reduce this national average time by another 40 hours (i.e. to 2380 hours) per year or roughly 2 hours less per week for junior employees and even less for seniors, females and mothers with a child.



All employees can work on a flex time, which means male employees will work 2380 hours per year or 45.77 hours per work week or 9.18 hours per work day with 2 days weekend off, Female employees shall work 2284 per year or 43.93 hours per work week or 8.79 hours per work week days with 2 days off for weekends, and mother Mothers with a child under 10 years of age shall work 2188 hours per year or 42.08 per work week or 8.42 hours workday with 2 days weekend off, in the first two years of service at the company.

After two years of service in the company male employees shall work 2255 hours per year or 43.37 hours week or 8.68 per week work day, Female employees shall work 2159 hours per year or 41.52 per week, or 8.31 hours per work day and mothers with a child under 10 years of age shall work 2063 hours per year or 39.68 hours per week or 7.94 hours per work day after the first two years of service at the company.

If any employee wants festivals or holidays such as on Diwali, Republic day etc, sick days and or vacation days etc, and or to earn additional wages (if we have work available) then they can work more hours on a work day or otherwise work on weekends at employees choosing. We provide such flexibility in work time.

Male employees may work up to 5% less hours with proportionate deduction in their wages, and female employees up to 10% less hours with proportionate deduction in their wages to stay in compliance with agreement. Lesser time than these hour reductions for each gender will render the employee to be in default of the agreement.

Time breaks during the work day are up to 30 minutes for lunch time, and accumulative up to 30 minutes for washroom, and other activities like tea time, phone time or say leisure time etc. Company shall pay for one of these 30 minute breaks per work day, say, for leisure time however employees shall bear the other 30 minutes as being unpaid by the company.

If a male employee in the first two years of service at the company wants to limit work to 8.5 hours per work day then he has to work about 280 day a year which means about 7 days off per month.

Service Period	Time in hours		
	Males	Females	Mothers
Per year 1st 2 yrs in co.	2380	2284	2188
Per week 1st 2 yrs in co.	45.77	43.93	42.08
Per work day 1st 2 yrs in co.	9.18	8.79	8.42
Per year after 2 yrs in co.	2255	2159	2063
Per week after 2 yrs in co.	43.37	41.52	39.68
Per work day after 2 yrs in co.	8.68	8.31	7.94
Min. hrs before default for 1st yr in co.	2261	2056	1970

Salary is calculated on per hour or any part thereof, "hours worked", basis. We require employees to work weekends / holidays, if falling behind in their hours, and or to catch up with the production deadlines. Full-time permanent employees may be given keys to the office. Typically, everyone is expected to come no later than an hour after the start time and not leave any earlier than an hour before their normal end time. The employees must comply with all rules and laws, which is understood to be; to take off-time for no less than 30 minutes after 5 hours of continuous work. Except for any emergencies, we expect employees to fill in their non-availability at least five work days in advance.

All employees are monitored, and may be required to work on "Employee Monitoring" type of software, and be responsible for writing in their own time sheet in real time. Time starts when logged into the system and ends when they log off from the office systems. Logging in/out from mobile devices is not permitted. All intervals, regardless of how small these are, are to be recorded in the same manner. Time sheets must not be doctored in any manner. In the event of power, the internet or any other similar failures, that prevent real time entry, the employee shall be allowed to approximate manually at the next appropriate time, and all time sheets be validated by the assigned proctor. Time spent outside office on company tasks shall be manually entered as soon as possible. Time is approximated close to 0.1 hours, 0.1 days when calculating. Cheating on time records or any other such obligations is deemed an offense.

Currently the office is open from 7AM to 9PM IST. Typical office work starts from 8AM and typically the first office meeting starts at 9AM. These timings are subject to change. Typical work week is Monday to Friday (5 Work days), and weekends are deemed to be Saturday and Sunday.

Typical work day is at least 9 hours of which actual work time on desk is 8 hours per day, plus 30 minutes for lunch, and 30 minutes time for other personal time like the washroom, taking personal calls etc.

Company shall pay for 8.5 hours per day (8 hours of work and up to 30 minutes for one break) and the other 30 minutes out of the 9 hours is unpaid.

During the training period the employee is required to do homework up to 2 hours per work day from home which is unpaid. However if the trainee is unable to work from home for any reason, then he has to do the homework in the office premises on the weekends.

Except for critical tasks, employees are not required to work on weekends or work days beyond work time required. However, the employees may work beyond required work time, to earn overtime or build time to take longer periods off.

Should there be a power cut or the internet not being available to work, in such a situation there shall be no deduction of employees' work time. However, in a situation where the power cuts may be prolonged or for any other reason the employees have to be sent home or the office be closed for reasons beyond our control, employees shall not be entitled to any work time.

Employees shall be entitled to a rest time from 10.50AM to 11AM and from 4.20PM to 4.30PM IST provided they do light exercises on their desk and or take light naps on their desk. It is to relieve strain from their eyes and relieve stress in the body from sitting down for a prolonged period of time. This is 20 minutes of paid time per day besides 30 minutes of rest room etc leisure time. Should the employee leave his desk for any other activity, during his rest time, it will be suspended and no such rest time shall be available to him in the future.

9. HOLIDAYS, VACATION AND SICK LEAVE

The company has no pre-set holidays. Each employee is required to declare their own holiday's schedule, no less than 10 days prior. For monthly compensation purposes only, the number of paid days will be assessed based on each seniority slab and reconciled quarterly and at year end. Vacation days must be declared, no less than five work days in advance. All days-off regardless of what these are for, holidays, vacation days, sick days, emergency time etc has been clubbed in one recognized time off. Employees may be required to work beyond the minimum time and paid for extra time, but such requirements are determined by the company and not employee discretion. Employees must fulfill the agreement by physical presence until the last day of the agreement term. Minimum work time required by the employee is at least 95% of that month's allocated time. Time off beyond 5% are reasons for employees trying to frustrate the agreement and appropriate penalties may be imposed. If in any pay period, an employee has worked for less than 95% of their time, regardless of the reason, their salary shall not be paid for that period and shall accrue to be paid in the next following pay period. Likewise, if any employee has not worked at least 14 days (112 hours) in the first 15 days of any month, his salary will be paid the next pay period. Work day before and or after the vacation period can't be truncated by more than 30 minutes to club with the vacation time.

Reasons, such as getting married, spouse getting transferred to another town, to attend to someone's sickness etc, inability to come to the office etc are no reasons to terminate the agreement in the first year as full time employee or during training period. Any such issue shall be deemed to be frustrating the agreement. Even if written permission is granted temporarily to take time off for any emergency situation, it does not negate the employee's obligation to fulfill its remainder of time. If not other such acts shall be deemed to be deserting the agreement and a proper legal action shall be taken against the employee to recover its costs of training. Our costs of training can easily exceed IN Rs 500,000.00

After the trainee has completed their obligation to complete the first year of service with the company, and if

the company agrees to renew the agreement, the employee's obligation to leave the company is a 45 days notice.

Provided office work is available, employees may work overtime for following purposes:

I To earn additional wages. However it is not paid in the same month. It is in escrow for 6 months and paid, if no part of it was used to take vacation.

I To get additional vacation time beyond about 7 days off during a calendar month.

I Employees living beyond 100 KM (up to about 250 KM) from office, may avail 4 continuous days off provided they have already worked this additional time.

I Employees living beyond 250 KM from office, may avail 8 continuous days off provided they have already worked this additional time.

10. RESEARCH, TRAINING AND CONTINUING EDUCATION

All employees are required to have minimum skill sets to perform their duties. Company recognizes training of new employees and continuing education to keep abreast of modern technologies and developments. For this, the company shall allow up to about 30% of the work time for employees with less than 2 years of service, up to about 20% time for persons with less than 4 years of service and up to about 10% for persons with 4 or more years of service. Such paid time for improving skill sets must be matched equally in time, by the employee on their own unpaid, recorded time, either in office or at home. All trainees are required to work from home at least 2 hours, that doesn't constitute paid work hours.

Our training is with the clear intention of converting the trainees into life long term company partners. We are not a government, charity entity, but are a huge profit oriented company that needs coach-able high intensity people who will climb up the ladder. This training is not suited for someone who just wants to gets paid for his pleasure to join us and get trained and not work for at least one year after the training.

The training is not a fixed time. It can be just one day, or more if needed if you know the entire syllabus and can perform your work independently by passing the test. The training is not a class room structure. Instead it is a self help from digital products and the company pays you for this training time.

11. PROFESSIONAL STANDARDS AND BUSINESS CONDUCT

Each employee should be familiar with the policies and procedural guidelines that cover the business activities that are his responsibility. This requirement will vary depending on the employee's position. Employees are required to be upright citizens of good moral conduct. Any detrimental or tainted police or moral record can terminate your employment from the company and be deemed as employee default of service agreement.

12. AGREEMENT PERIOD AND PROBATIONARY PERIOD

The agreement period is defined by the number of hours required for training him; to be required to serve the company in equal number of hours after the training plus 45 days or 250 hours whichever comes later, of the notice to leave the employment. For example if he took 40 hours (one week) to be trained, then the agreement period is $40+250=290$ hours ($7\text{days}+45\text{days}=52\text{days}$). After the agreement period is completed the employee is free to leave the agreement without any penalty.

All employees remain in infinity probationary period. Any employee who does not perform satisfactorily, according to the standards, and/or does not conform to the terms and conditions of employment, may be terminated after he/she has been given notice in writing.

Employees testing the company's working environment are limited to the first one week (six work days). If a

newly hired employee decides to leave during this one week's duration, this agreement shall be deemed null and void without any no one is obligated to any specific performance in this agreement, including all payments to the employee for this period.

Employees-to-be, may ask for a tour of the company operations by joining the conference meetings as an observer, however the employee must sign the agreement in advance to ensure protection to the company under the "MADE FOR HIRE, under the USA law"; the intended new employee is not joining the tour during the initial period just to snoop around on our software developments.

13. EMPLOYMENT OF RELATIVES OR CLOSE PERSONS

Though generally not affirmative, employment of relatives or close persons may be permitted on a case-by-case, except in circumstances where an appointment would place related people in supervisory and subordinate roles or in a situation where influence could be exerted, directly or indirectly, on future decisions concerning the status of employment, promotion, or compensation.

14. TERMINATION FOR CAUSE

The termination of an employee by the company would generally be as a result of an individual's inability to attain the required level of performance in the job, failure to comply with required policies and procedures or standards of professional behavior applicable to employment, or repeated failure to perform required duties or not coming to office on time, long before first conference meeting.

15. ABSENCES AND LATENESS

Regular attendance is essential to the company's operations and is a necessary condition of employment. Employees are expected to report working as scheduled and be in the office on their appointed time. If it is impossible to report for work as scheduled, employees must call before they are late. Calling-in is the responsibility of every absent employee. Company shall allow up to about 12 consecutive days for prolonged sickness and our pre-confirmed vacation at one time and no more than a total of about 25 days per year, before taking any action against the employee. Use of excessive sick time or similar reason as a tool to evade any employee's obligation shall be deemed as a default on the employee's part. Non compliance of this understanding is deemed to be a frustration of the agreement and appropriate penalty shall be imposed.

16. BUSINESS EXPENSE REIMBURSEMENT

The company will reimburse employees for all pre-authorized expenses, which is direct business related to including travel expenses, office supplies, and mileage incurred while traveling on business. Employees must submit receipts for all expenses.

17. TELEPHONE AND COMPUTER USE POLICY

Employees should limit their personal use of the telephone during office hours. Personal mobile phones should be in vibration mode. Unless specially assigned, and or permitted, we allow no one to use computers or any other office equipment for personal use.

18. SMOKING, DRUG AND ALCOHOL POLICY

INS has a non-smoking policy within the office premises. Any employee involved in the unlawful use or possession of controlled substances and or alcohol on work sites, or working under the influence of such substances, will be subject to disciplinary action up to and including dismissal and referral for prosecution.

19. PERFORMANCE EVALUATION, PAYMENTS AND ACCOUNTS

All employees are required to maintain their work records, and submit it on a monthly basis. Time sheets shall

be given by the employee within 3 working days after the month end and the company shall pay the salary after 6 working days after this period. INS shall withhold a minimum of one month's salary in escrow at all times (this 30 days period does not include any salary for the 9 working days). All Female employees (without any child under the age of 10 years) may work 100 hours less from work time per year, as written in this employment manual (for each seniority slab), which is to be divided proportionally in the monthly settlements. Mothers with child(ren) under the age of 10 years are entitled to a reduction of 200 hours from the required work time written within this manual, per year.

All incentives, bonuses etc regardless of its name, and or the nature, are not a contractual monetary obligation by the company. Only monetary company obligation to the employee is his salary for his time worked, as agreed upon in the service agreement for the number of hours required to be worked by the employee for a period of the service agreement. The criteria for such incentives is totally arbitrary and subjective and is not set on any pre-defined norms or standards.

During any pay period, the employee is required to present his time sheet within the first three work days for the previous pay period, the local office takes three work days, and the USA office takes three work days and the bank usually takes three work days (it could be more as we have no control on this process). Hence the payment is made on the fifteenth day or so. This also allows the company to hold about 45 days funds in control. This principle also applies in all other cases.

All employees must work at least 95% of their month's required time for that month's salary to be paid at the appointed time. If an employee does not fulfil at least 95% of their time required for any month, his salary shall not be paid at the appointed time, after it is due, but will be paid in the following month, when he has at least 95% meaning minimum two months interval. This is to ensure skipping and not paying their due penalty.

Should an employee not fulfill his time requirement of 95%, it can also be deemed as a reason for frustrating the agreement and penalty for frustrating the agreement shall be applied at company's will at any time the company desires to do so. For any extra duress situation, the company reserves the right to hold additional funds equal to 20% of his entire estimated salary for the year without any prior information to the employee.

20. DEFAULT OR AN ATTEMPT TO FRUSTRATE AGREEMENT

Should the employee keep repeating the same mistake, resign in the midst of the agreement period, and or try to frustrate the agreement in any manner, the company reserves the right to reprimand the employee with a financial penalty, including reducing the salary scale. Examples of default are shouting, arguing, raising voices, not performing assignments as required, excessive time offs etc. Company reserves the right to judge such behavior. The company will enforce the penalty of amount paid to him during the training period plus legal expenses if he breaks the agreement for any reason and or is not on par with company's expected standards.

21. ESCROW AMOUNTS TO BE WITHHELD

The company must withhold a minimum of 30 days of his current or highest pay rate of wages as escrow at all times from the very beginning until 30 days past the final completion of agreement term. Employees continuing beyond the initial period, shall continue with the escrow already held by the company and this escrow will be returned only after the completion of successive / final employment. This escrow amount may be increased due to any clause of this manual for abnormal situations.

22. DRESS CODE POLICY

Company maintains a business casual environment. Employees must use discretion in appropriate dressing. Keep your headphones on your ears or neck and not disturb others.

23. INCENTIVES, BENEFITS, AND BONUS

Early bird incentive: Should an employee log-in at his computer before 8AM IST daily during a calendar month, wherein he has worked for at least 18 full work days, male employees are excused for delay for one day and females for two days during that full calendar month and yet be rewarded additional INRs 2500.00 for that calendar month. This award shall be reduced to INRs 1000.00 if all other terms are met; except the sign-in time to be before 8.30AM instead of 8AM.

Should the building electrical power be cut, and or there be a hindrance in the ability to login; such circumstances shall be considered on a case by case method.

Besides early bird incentives, all other incentives, bonuses etc regardless of its name and or nature are discretionary on the part of the company and are not contractually binding requirements on the part of company. The criteria for such incentives is totally arbitrary and subjective and is not set on any pre-defined norms or standards. Such other incentives, benefits and or bonuses are not an employee right.

Prosperity Sharing reward: Should the company be profitable in its revenues and has no financial liabilities or obligations, the company endures to make the employee's wages to double or more but not to exceed triple per month and the total is subject to not to exceed 5% of the company's net profits and or subject to the Union of India's rules and laws for ESOP governing the public companies.

24. WORK FROM HOME AND/OR OFF-OFFICE PREMISES / VIRTUAL OFFICE POLICY

Whenever work from home is permitted by the company's written authorization, the employee or worker or service provider, as the case may be, shall provide the same environment in his home or off-office premises, as it is in our company office, such as, including but not limited to a modern and effective computer with all software as needed, fastest internet connection, comfortable office desk and chair, headphone and quite environment where the person can work during their work time without any noise and on the employee time monitoring service and at workers expense without any additional payment from the office. No overtime or any time required for education / training etc shall be allowed and the company reserves the right to only provide work time that it deems to be suited to work from off-office premises.

25. OVERTIME POLICY

Overtime is permitted selectively only with written authorization from the company.

26. FLEX TIME

Employees can schedule their own office times with company's written consent. Flex time is not meant to change daily start time by employees at will. It is meant to let the employee start between 8AM and 9AM. However, all employees must be available for morning conference meetings long before the meeting starts. Time of the meeting call shall be notified by the conference administrator.

27. RELOCATION ALLOWANCE

New employees joining for the first time, who have their hometown beyond 500 KM from office and outside the state of Rajasthan, are entitled to a one way economy class train fare from their home town railway station to Jaipur railway station regardless of their mode of travel. Additionally they are to be given INRs 5000 towards temporary living arrangements. However both these allowances are paid after the employee's working in the company for three full calendar months.

28. PRECEDENCE AND PREVAILING PRIORITY

Oversights on the part of the company and or extra gracious instances provided are not to be used as a precedence for any employee's rights or repetitiveness requirements. The company must evolve to grow and these company rules principally are to be in the favor of the company or where the company wishes it to be for the better health of the employees. The spirit of the agreement and the language therein, is to ensure a common minimum platform of the company's growth. If any item(s) herein is in conflict with the employee service agreement and or the previously written employee handbook and or any other rule, and or any other precedence, the written employee service agreement shall be the first prevailing document and then this re-clarification amendment shall prevail, in that sequence. Verbal agreements, if any, are non-binding upon the company.

29. ARBITRATION AND LEGAL PROCESS

The parties agree to use their best efforts to amicably resolve disagreement and or dispute relating to this agreement, if any. Any controversy, claim or dispute that can not be so resolved, shall be settled by final binding arbitration in accordance with the rules and the laws of the state of Rajasthan and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof for collection of such award. Any such arbitration shall be conducted in Jaipur, or at a place as mutually agreed upon by the parties. The bench shall be proposed first by the company and may be an employee of the company. The bench need not be from the legal fraternity. If the employee wishes to also have their appointed arbitrator, then the bench shall be increased to three arbitrators where in the others are appointed by the company. Each party shall bear its own costs and expenses and an equal share of the arbitrators expenses and administrative fees of arbitration. Company reserves the right to initiate the legal action at any legal institution, in lieu of the arbitration process on a case by case merits. In the event of any breach of this agreement, the financial obligation of the employee to pay for the breach in agreement, is to be deemed a fraud by the employee and such a case may be registered with the law enforcement, if the company so desires, prior to the arbitration or any other legal action. Company is entitled to claim its legal costs from the employee for all such actions against the employee. At company's options, the arbitration provision may be waived during the training period and the company may proceed with the legal discourse directly against the employee. Minimum legal fee that the company shall attribute against the employee is IN Rs 50,000.00.

Should any part or provision in this document be held as unenforceable, by any court of law and or in the state of Rajasthan, India, such part or provision shall be deleted to meet the requirement of such laws, but the rest of the parts and provisions in this document that have specifically not been declared as unenforceable, shall provisions and parts remain intact and these be deemed as valid and enforceable.