



2nd Floor, Sajan Prabha Complex (SP 365), 22/3  
New Palasia, Indore (M.P.) 452001, India.

# **Employment Agreement**

## **Between**

### **SIMPALM TECH INDIA PRIVATE LIMITED**

## **And**

### **Leo**

**THIS EMPLOYMENT AGREEMENT** (hereinafter referred to as the “Agreement”) is made on **June 29th, 2026**, by and between: [SIMPALM TECH INDIA PVT LMTD], a company incorporated under the Companies Act, 1956 and having its registered office at Indore, Madhya Pradesh 452001, India (hereinafter referred to as the “Company”, which expression shall include its successors and permitted assigns); and **Leo** presently residing at India, (hereinafter referred to as “you or your or yourself”).

Each of the aforesaid shall hereinafter be referred to individually as a “Party” and collectively as “Parties”.

**WHEREAS:**

- A. The Company has offered to employ you in the capacity of of CTO in the Company;
- B. You are desirous of and are willing to be employed by the Company in such capacity; and
- C. The Company and you desire to set forth the terms and conditions of such employment.

**NOW, THEREFORE, expressly incorporating the foregoing Recitals as part of the consideration hereof, and in further consideration of the premises and the mutual promises and covenants contained herein, the Company and you hereby agree as follows:**

**1. Interpretation**

1.1 In this Agreement, where the context admits:

**“Agreement” and “this Agreement”** shall mean this Employment Agreement and all attached Annexures and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement;

**“Company”** shall have the meaning given to such expression in paragraph 1 of the introduction of the Parties.

**“Confidential Information”** includes any trade/business secret, technical knowledge or know-how, financial information, plans, customer lists, pricing policies and procedures, marketing data, product data, any formula pattern or compilation of information used in the business of the Company or any company of its Group or any clients thereof or their affairs.

**“Effective Date”** shall have the meaning given to such expression in Clause 2.1 of this Agreement.

**“Holiday Year”** shall have the meaning given to such expression in Clause 6.1 of this Agreement.

**“Intellectual Property”** means all intellectual and industrial property and all rights therein including, without limiting the generality of the foregoing, all inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, proprietary information, trade marks, trade mark applications, trade names, websites, Internet domain names, logos, slogans, know-how, trade secrets, processes, designs (whether or not registrable and whether or not design rights subsist in them), works in which copyright may subsist (including computer software and preparatory and design materials therefore).

**“Month\_”** \_means a calendar month.

1.2 In this Agreement, where the context admits:

(A) References to any statute or statutory provisions include a reference to the statutory amendments thereof;

(B) References to a “person” include any individual, Company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, joint venture, association, organization or trust (in each case, whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others;

(C) Any reference to “writing” shall include typewriting, printing, lithography, photography, telex, facsimile and the printed out version of a communication by electronic mail and other modes of representing or reproducing words in a legible form; and

1.3 In the event of any conflict between the terms of this Agreement and any other document recording or purporting to record the terms of your employment by the Company, the terms of this Agreement shall prevail.

## 2. Appointment

2.1 The Company hereby offers you appointment as and you agree to serve the Company in the capacity of CTO with effect from **June 29th, 2026** (the “**Effective Date**”) (“**Term**”). However, the Company may assign you to such other roles as the Company may at its sole discretion determine.

The Company may conduct a background and a medical check on you and you hereby agree and assent to the aforesaid offer being made subject to the satisfactory completion of the same.

2.2 You warrant that, by entering this Agreement and performing your obligations hereunder, you will not be in breach of any terms or obligations under any subsisting agreement, written or oral, with any third party.

## 3. Duties and Powers

3.1 Your job description and general responsibilities shall be as set forth in “**Annexure A**” and shall also include such further duties and responsibilities as the Company may delegate to you from time to time.

3.2 You shall perform all such duties as may be delegated to you by the Company to you and comply with all such directions as your supervisor may from time to time assign or give to you.

3.3 You shall, during the Term of this Agreement (unless prevented by ill health or accident or as otherwise agreed by the Company in writing), devote your entire time and attention and abilities to your employment with the Company and shall use your best endeavors to promote and protect the general interests and welfare of the Company.

3.4 You shall not during the Term of your employment with the Company [or for a period of [24] months after the termination/cessation of your employment with the Company] be engaged, concerned or interested, either directly or indirectly, in any trade or business or occupation (either for remuneration or otherwise) similar to the business of the Company, in any manner whatsoever. Nor shall you undertake any activities, which are contrary to or inconsistent with your duties and obligations to the Company or with the Company’s interests

3.5 You shall, at all times, promptly give to the Company and/or to any person to whom you operationally report (in writing, if so requested) all such information, explanations and assistance as

may be required in connection with your duties under this Agreement.

3.6 Your minimum hours of work shall be 8 (eight) hours per day for [5 (five)] days a week. However, as a Full Time Employee, you are required to be flexible in working hours and work such additional hours as may be necessary for efficient performance of your duties and powers under this Agreement. [You hereby irrevocably waive any overtime payments with respect to any hours worked by you outside normal business hours].

#### **4. Mobility**

4.1 You may be transferred, at the sole and absolute discretion of the Company, to any place in India or outside India, on terms and conditions not less favorable than those contained in this Agreement.

4.2 Your principal place of work as on the Effective Date shall be at India or at such other place as may be designated by the Company.

4.3 You may be required to travel both inside and outside India on the business of the Company in the due performance of your duties from time to time.

4.4 The Company may also depute you to any work or assign you to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement

#### **5. Remuneration**

5.1 The Company shall pay you the basic salary and other benefits as mentioned in “**Annexure B**” hereto.

5.2 The salary payable to you pursuant to Clause 5.1 shall be deemed to accrue from day to day and shall be paid in arrears in twelve equal monthly installments on the [first] working day of each month, subject to necessary deductions mentioned in Clause 5.3. below. The salary set out in Annexure B hereto is subject to review in accordance with the Company’s practice and policies from time to time, however there shall be no obligation on the Company to increase such salary at any point of time save and except at its sole discretion.

5.3 The salary and other benefits paid to you hereunder shall be subject to the usual statutory and other deductions, including tax and social security contributions normally required to be withheld by an employer in India

#### **6. Leave & Holidays**

6.1 The Company’s holiday year commences on [1 January] and expires on [31 December] (the “**Holiday Year**”). You shall be entitled to such holidays, as may be declared at the beginning of each Holiday Year by the Company.

6.2 In addition to holidays, you shall be entitled to Paid and Casual Leaves as per the company’s Leave Policy.

6.3 In the first year of employment, you shall be entitled to the aforesaid leave calculated on a pro rated basis, in accordance with your annual entitlement.

6.4 Upon termination of your employment under this Agreement, the Company shall be entitled to deduct from any sum owed by the Company to you, a sum representing overpayment of salary with respect to leave which you have taken in excess of your accrued leave entitlement as at the date of the termination of your employment, or any other amount owed by you to the Company, and you hereby authorize the Company to make such deduction.

## **7. Sicknesses and Incapacity**

7.1 In the event you are absent from work and unable to perform your duties satisfactorily by reason of any injury, illness or other reason satisfactory to the Company, you will be entitled to receive your salary and other benefits for up to **15** consecutive working days during any such absence, in a period of 12 consecutive months.

7.2 You shall submit yourself to a medical examination by a doctor appointed by the Company at the request and at the expense of the Company, at any time during the continuance of this Agreement, whether or not you are absent by reason of sickness, injury or other incapacity.

## **8. Inventions, Designs, Copyright and other Intellectual Property**

8.1 If at any time during the course of your employment under this Agreement you make or discover or participate in the making or discovery of any Intellectual Property directly or indirectly relating to or capable of being used by the Company, full details of the Intellectual Property shall immediately be disclosed in writing by you to the Company and the Intellectual Property shall be the absolute property of the Company. At the request and expense of the Company, you shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Company to exploit the Intellectual Property to the best advantage (as decided by the Company). You shall execute all documents and do all things, which may, in the opinion of the Company, be necessary or desirable for obtaining patent or other protection for the Intellectual Property and for vesting the same in the Company, as the Company may direct.

## **9. Confidentiality**

9.1 As Confidential Information will from time to time become known to you, the Company considers and you agree that, the restraints set forth in this Agreement (on which you have had the opportunity to take independent legal advice) are necessary for the reasonable protection by the Company of its business or the business of the Group, the clients thereof or their respective affairs.

9.2 You shall not at any time, either during the continuance of or after the termination of your employment with the Company, use, disclose or communicate to any person whatsoever any Confidential Information which you have or of which you may have become possessed during your employment with the Company nor shall you supply the names or addresses of any clients, customers, vendors or agents of the Company or any company of the Group to any person except as authorized by the Company or as ordered by a Court of competent jurisdiction.

9.3 You agree that you will not at any time during the continuance of your employment or on expiry or on termination/cessation of your employment with the Company or thereafter, issue any statements to the press (whether oral or written) which have not directly been authorized by the Company.

Such restriction shall apply to any statement to any representative of television, radio, film or other similar media and to writing of any article for the press or otherwise for publication on any matter connected with or relating to the business of the Company or any company of the Group.

9.4 The obligations under this Clause shall survive the termination or expiration of this Agreement.

## 10. Non-Solicitation

10.1 You shall not during the [24 month period] after the date of termination or expiry of this Agreement or cessation of your employment, solicit or entice or endeavor to solicit or to entice or assist any other person, whether by means of supply of names or expressing views on suitability, or by any other means whatsoever, to solicit or entice away from the Company any employee, director, client, dealer, vendor or business associate of the Company.

10.2 The restriction contained in Clause 10.1, on which you have had the opportunity to take independent legal advice, is considered reasonable by the Parties, and necessary for the protection of the legitimate interests and Confidential Information of the Company.

## 11. Term and Termination

11.1 Termination of this Agreement by the Company beyond the Term for any reason whatsoever, will not entitle you to claim any damages or compensation or any other benefit whatsoever.

11.2 Either Party may terminate this Agreement by giving to the other 2 **(two)** months written notice. The Company may terminate this Agreement by giving two week salary in lieu of written notice.

11.3 Without prejudice to and notwithstanding the above, this Agreement and your employment with the Company hereunder may be terminated immediately by the Company without any requirement of prior notice, if at any time in the sole and absolute discretion of the Company (which decision shall be final and binding upon you):

- (a) you commit any serious or repeated or continual breach of any of your obligations under this Agreement or as set out in the policies and procedures of the Company; or
- (b) you are guilty of any misconduct or neglect in the discharge of your duties under this Agreement; or
- (c) by your actions or omissions, you bring the name or reputation of the Company into serious disrepute or prejudice the interests of the business of the Company; or
- (d) by your actions or omissions, there are grounds for the summary termination of your employment.

11.4 In the event of termination pursuant to Clause 11.3, the Company shall not be obliged to make any payment to you save for, the amount of salary and benefits any remuneration [and payment in lieu of any unveiled leave] actually accrued (on a pro rata basis) up to and including the date of such termination. The Company shall be entitled to deduct from such payment, any sums owing to the Company from you, which deduction you expressly hereby consent and authorize. Termination of the Agreement under this sub-clause would be without prejudice to:

- (a) The Company's right to claim the actual damages it has suffered through the breach by you of any terms and conditions hereto; and
- (b) Any other relief to which the Company may be entitled under contract, law or equity.

11.5 In the event that you are incapacitated by ill health, accident or any other cause from performing your duties under this Agreement for a period of 60 working days or more (whether consecutive or not) in any continuous period of 12 months, the Company may terminate this Agreement by giving you one month's written notice (whether or not you remain incapacitated and unable to perform your duties under this Agreement), provided that you shall receive all benefits lawfully due to you under this Agreement calculated up to the date of termination of employment.

## 12. Return of Property on Termination

12.1 Upon the termination or cessation of your employment with the Company for any cause whatsoever, you shall immediately deliver up to the Company or its authorized representative, any property or documents of the Company which may be in your possession, custody or under your control, including, without limitation, mobile phone, laptop, memoranda, correspondence, notes, records, reports, sketches, plans, letter heads, visiting cards or other documents and any copies or reproductions thereof in any medium whatsoever, and all other Confidential Information, whether or not the property was originally supplied to you by the Company

12.2 If so requested, you shall provide to the Company a signed statement confirming that you have fully complied with Clause 12.1.

12.3 Without prejudice to any other right available under law, the Company reserves the right to make reasonable deductions from your full and final salary payment or any other amount due to you, in the event you fail to return all the property of the Company which is in your possession, or return it in a damaged state, other than due to normal wear and tear.

12.4 Initial Performance Evaluation:

The Employee shall undergo a two-week performance evaluation period commencing from the date of joining. During this period, the Company will assess the Employee's performance and suitability for the assigned role. If the Employee's performance is found unsatisfactory, the Company reserves the right to discontinue employment without any financial obligation or payment for the days worked during this evaluation period, as mutually agreed in writing prior to commencement.

### **13. Data Protection**

13.1 You consent to the Company holding and processing, both electronically and manually, the data it collects in relation to you, in the course of your employment, for the purpose of the Company's administration and management of its employees, its business and for compliance with applicable procedures, laws and regulations.

13.2 You also consent to the transfer, storage and processing by the Company of such data outside India, where the Company may have its offices.

### **14. Rules and Regulations**

14.1 You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies (collectively, "the **Policies**") as may be framed, amended or modified by the Company from time to time. In the event of any conflict between the terms and conditions of employment, as specifically stated herein and the Policies, the terms and conditions specifically stated herein shall prevail.

### **15. Miscellaneous**

#### **15.1 Governing law**

This Agreement shall be governed by and construed in accordance with Indian law.

#### **15.2 Jurisdiction**

In relation to any legal action or proceedings arising out of or in connection with this Agreement, both the parties irrevocably submit to the exclusive jurisdiction of the courts in [Uttar Pradesh, India].

#### **15.3 Notices**

All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be in writing in English language and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address, and marked to the attention of the person, indicated below:

(a) If to the Company, at:

Address: 2nd Floor, Sajan Prabha Complex (SP 365), 22/3, Indore, Madhya Pradesh  
E-mail address: Raj@simpalm.com  
Kind Attention: Raj Harshel

(b) If to you, at:

Address: India  
E-mail address: leo@simpalm.com  
Mobile no: 8109294491

#### **15.4 Severability**

##### ***(a) Clauses Independent***

A Clause contained in this Agreement is enforceable independently of each of the other Clauses and a Clause's validity is not affected if any of the other Clauses are invalid.

##### ***(b) Partial Validity***

If a Clause is void under applicable laws but would be valid if some part of the Clause were deleted, the Clause in question shall apply with such modification as may be necessary to make it valid.

#### **15.5 Waiver**

No failure by a Party to exercise, nor any delay by the Party in exercising, any right, power or remedy hereunder shall operate as a waiver of that or any other right, power or remedy of the Party, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

#### **15.6 Exclusive Work Commitment and Penalty Clause**

The Contractor is engaged by Simpalm in good faith with the expectation that the Contractor will diligently perform their assigned duties during the agreed-upon working hours of [8 hours per day]. The Contractor agrees not to engage in "moonlighting," which is defined as undertaking any additional employment, consultancy, freelance work, or any other professional activity—whether paid or unpaid—that may interfere with or compromise their ability to fulfill their obligations under this Agreement. Any such engagement must receive prior written approval from Simpalm.

If Simpalm determines that the Contractor has engaged in unauthorized moonlighting, the Company reserves the right to impose a penalty, which may include but is not limited to:

A financial deduction from the Contractor's compensation; Immediate termination of this Agreement without notice; and Potential legal action to recover damages resulting from the breach. This clause is intended to ensure the Contractor's full commitment to their role at Simpalm and to maintain the integrity of their work performance.

#### **15.7 Supersession**

This Agreement supersedes any prior or subsisting agreement, correspondence or arrangement, including but not limited to any service agreement or contract of employment (oral or otherwise), made between the Company and you in relation to your employment and any such agreement(s) shall be deemed to have been terminated by mutual consent with effect from the Effective Date.

IN WITNESS WHEREOF, the Parties to this Agreement have caused their respective duly authorized representatives to execute this Agreement on the day and year first above written:

SIGNED AND DELIVERED BY:

Employer Signature:

Contractor Signature:

Raj Harshel  
Raj Harshel, HR Manager - India,  
SIMPALM TECH INDIA PVT LMTD

Leo  
Leo

ANNEXURE A  
Duties, Responsibilities and Job Description

Following are the duties, responsibilities and Job Description for this position:

1. Client Engagement

You will work with Company’s clients located in the USA. One of the primary clients you will be engaging with is Simpalm, based in Chicago, IL.

**Position:** CTO  
**Time:** 9 AM - 6 PM CST  
**Nature:** Offshore, Remote, India  
**Location:** (India)

2. Business Development Division

You will be an integral part of the business development division, working on various projects as assigned by the client or the company. Your contributions will be crucial to the growth and expansion of our business relationships.

3. Roles and Responsibilities

ABC  
XYZ  
PERS  
jjj



**ANNEXURE B**  
**Compensation Package**

- A)** INR-30LPA, structure of Payment
- B)**

Note: TDS and PF will be deducted as per Indian Government Law.

# Certificate of Completion

Contract ID: ab812ed0e3  
Generated: June 25, 2026 at 9:29 PM UTC

## Signers

- Contractor: Leo <Leo@simpalm.com>  
Signed: June 25, 2026 at 9:26 PM UTC IP: (from earlier) UA:
- Employer: Raj Harshel <raj@simpalmstaffing.com>  
Signed: June 25, 2026 at 9:29 PM UTC IP: 103.103.215.106 UA: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/104.0.0.0 Safari/537.36

## Audit Trail

|                              |               |                         |                    |
|------------------------------|---------------|-------------------------|--------------------|
| June 25, 2026 at 9:24 PM UTC | contract_sent | Leo@simpalm.com         | ip=103.103.215.106 |
| June 25, 2026 at 9:24 PM UTC | link_opened   | Leo@simpalm.com         | ip=103.103.215.106 |
| June 25, 2026 at 9:24 PM UTC | link_opened   | Leo@simpalm.com         | ip=103.103.215.106 |
| June 25, 2026 at 9:26 PM UTC | signed        | Leo@simpalm.com         | ip=103.103.215.106 |
| June 25, 2026 at 9:29 PM UTC | link_opened   | raj@simpalmstaffing.com | ip=103.103.215.106 |
| June 25, 2026 at 9:29 PM UTC | signed        | raj@simpalmstaffing.com | ip=103.103.215.106 |
| June 25, 2026 at 9:29 PM UTC | finalized     | both parties signed     |                    |