



Ref: AMES/ADMIN/CNT/K-699

Date : 14-10-2022

### **EMPLOYMENT AGREEMENT**

This AGREEMENT is made and entered into on this 14<sup>th</sup> october, 2022 between M/s. Aries Marine and engineering Services Pvt Ltd., 1<sup>st</sup> Floor, BCG Tower, Opp. CSEZ, Kakkanad, Kerala. (Hereinafter called The "Company"), and **S PREMKUMAR**, S/O Solaimuth, 19 Periyar, therueeachampatti, Kurumabalur, Puduattur, Perambalur, Tamilnadu- 621101

Both parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment by the Company on a project basis. In consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Company and the Employee as follows:

#### **1. Position & Employment Period:**

The Company hereby appoints **Mr S PREMKUMAR** , as a Rope Access employee on contract basis for the role and position of **IRATA L1 Technician** and the Employee hereby agrees to serve in such capacity, for a period of twelve (12) months beginning from the date of joining the employment subject to clause 10 below. The employee agree to serve the Company for a minimum period of twelve (12) months with effect from the date he/she joins the Company. Further extension of this agreement shall be on the mutual agreement of the parties.

#### **2. Performance of Duties:**

The Employee agrees that during the Employment Period he/she shall devote his/her full business time to the business affairs of the Company and shall perform his/her duties as a project employee faithfully and efficiently subject to the directions of the Company from time to time.

#### **3. Compensation:**

i. Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his services as follows:

ii. During the term of the project, he/ she shall receive a monthly package as below.

Basic	–	INR 16315.00
HRA	–	INR 6275.00
Conveyance	–	INR 2510.00
Total Salary	-	INR 25100.00

Additional Allowance if any



He/ she shall not be entitled to any other perquisites or benefits from the Company except as herein above specified. If employee is using accommodation facility provided by the company, monthly deductions from the salary to that effect shall be applicable based on project location.

The monthly compensation will be disbursed to the Employee through his / her bank account held with a bank which shall be selected by the Company. PF/ESI will be deducted from total salary as per Regulations.

Salary will be paid on basis of the number of working days at the site after cross-checking the attendance with the monthly job record. Idle days or standby days payment will be decided by the company according to the situation and location.

Additional allowance if any will be paid for the number of days worked on-site on the rope, idle days/ standby days/ reporting days/ office days are not eligible for rope allowance. Additional allowance will be based on the report from the project manager or in charge.

#### **4. Probation Period**

The first 6 months will consider as a probation period for the employees who joining in any project. If for any sort of reasons employee decided to discontinue from the project mobilization, demobilization, medical and other costs involved will deduct from the employee's salary or the employee should pay back the amount to the company before leaving the project site.

#### **5. Working Hours**

Working hours will be as laid down from time to time by the Employer in accordance with the local rules. The Employee is expected to work such shift work, extra hours and on officially declared holidays as required by the Employer for operational or expedient needs in accordance with the labour laws.

#### **6. Work Location:**

The principal working location is at anywhere in India and the employee agrees to work in the subsidiaries/branches/affiliates of the company, on board, offshore and in various countries or on project locations in any country, as and when assigned by the company.

#### **7. Leave:**

The employee shall be entitled to all the applicable leaves as mandated by the laws of the land.

Medical leave should be supported by medical certificate from a hospital approved by the Company and has to be produced by the employee on resuming duty.

Leave eligibility shall be applicable upon completion of 1 year of service only. If any leave is taken in between, expenses related to the leave shall be taken care of by the employee itself (including ticket, quarantine, and medical).

In case of emergency leave, salary and other benefits will be on hold and will transfer upon rejoining only, in genuine cases 50% or full salary will be released only after the verification of documents by the management.



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Aries Management System is Certified by RINA with ISO 9001:2015

## **8. Competing Businesses**

- i. During the period of his/her employment under this Agreement, the Employee shall not be employed by or otherwise engage in or be interested in any business in competition with the Company, or with any of its subsidiaries or affiliates.
- ii. Employee agrees not to engage in, for his/her own or on behalf of others, or participate in the operation of, any business which is competing with company directly or indirectly, during his/her Employment Period without prior written consent of company.
- iii. Employee agrees that he/she will not accept or acquire any position (including but not limited to a position of partner, director, supervisor, shareholder, manager, staff member, agent, consultant, etc ) in any Competing Unit or any other economic organization or social entity having direct economic relation with company and will not provide any advisory services (regardless whether with or without compensation) or any other assistance (such as engaging in any business the scope of which is identical or similar to the business which company is currently undertaking or company may decide to develop from time to time); it will not make use of his/her position at company in order to obtain benefits by any improper means; it will not seek private interests for himself/herself by utilizing his/her position and authority in the company.
- iv. Unless with the Company's prior written consent, the Employee shall not, for a period of twelve (12) months immediately following his/her resignation or lawful termination of employment under this Agreement, seek employment or do business with any person, firm or company similar to or in competition with the business of the Company.
- v. The Employee shall not, for a period of six (6) months immediately following his/her resignation or lawful termination of employment under this agreement, either directly or indirectly deal with any of the clients of the Company.

## **9. Confidentiality and IP Rights**

During and after the Employment Period, the Employee will not divulge or appropriate to his/her own use or to the use of others any secret or confidential information or knowledge pertaining to the business of the Company, or of any of its subsidiaries, obtained by him in any way while he was employed by the Company or by any of its subsidiaries. In addition, any Employee responsible for the wrongful dissemination of confidential information such as personal information, financial information, etc. within the Company can be subjected to disciplinary action as well as civil/criminal proceedings.

Any new processes, methods, drawings, write ups, patents or copyrights and designs that are developed by the Employee by virtue of his / her employment are for WORK FOR HIRE basis, and shall be the property of the Company. Any information pertaining to such trademark, patent or copyright must remain as the property of the Company. Moreover the Employee is bound to give complete details of such new drawings, methods, patents, copyrights and designs in writing with sketches / drawings where pertinent to the Company. Employee hereby assigns all such intellectual property rights to the company or its clients as the case may be.

## **10. Remedies:**

If at any time the Employee violates any of the covenants or agreements set forth here, the Company shall have the right to terminate all of its obligations to make further payments under this Agreement. The Employee acknowledges that the Company would be irreparably injured by a violation of this agreement and agrees that the Company shall be entitled initiate criminal or civil proceedings as it deems fit. Employee also agrees that, even if the violation is happened in any subsidiaries/branches/affiliates of company in any country, company is entitled to initiate civil / criminal litigation.



### **11. Termination:**

This Agreement may be amended, extended or cancelled by mutual agreement of the parties. The Employment Period shall terminate as:

- i. By mutual agreement, between the Company and the Employee.
- ii. By the Company at anytime during the employment period with 7 days notice.
- iii. By the Company with or without notice as a result of any disciplinary action taken against the Employee.
- iv. By the Company with out notice in violation of company policies.
- v. By the employee by serving thirty (30) days advance written notice to the company.

The employee agrees to return any property of Aries or its subsidiaries at the time of termination. Irrespective of the mode of termination of employment, Employee agrees not to take up employment with another competing firm as per the conditions provided Clause (7) above.

### **12. Law and Jurisdiction.**

This Agreement and all terms herein shall be construed, performed and enforced in accordance with the laws prevailing in India. In the event any dispute, the jurisdiction of all such disputes shall be in the Courts in Ernakulam, Kerala.

### **13. Counterparts**

This agreement supersedes all other offer letters and previous communications made (if any) to the Employee. This Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

In witness whereof the parties hereto have caused this agreement to be duly executed on the day and year first above mentioned.

**Name & Signature of the Employee:**

**For Aries Marine & Eng Services Pvt Ltd**

**Authorized Signatory**

