



[Signer.Company]
[Signer.StreetAddress]
[Signer.City], [Signer.State] [Signer.PostalCode]
[Signer.Country]

Employment Agreement

[Employee.FirstName] [Employee.LastName]
[Employee.StreetAddress]
[Employee.City], [Employee.State] [Employee.PostalCode]
[Employee.Country]

[Employee.FirstName], we're excited to have you join Axelerant, where careers are boundless.

This **Employment Agreement** is our first step to outline expectations between us clearly. However long your time with Axelerant is, we are committed to helping you become more successful, find meaning, and have fun more than you ever thought possible.

1. Being Axelerant

Being Axelerant is about why we're at Axelerant, what we're going to accomplish together, and providing expectations of how we'll do so, ultimately defining Axelerant's Best Interest.

The purpose, mission, values, and principles shared within Being Axelerant are always at the top of our minds to make decisions and act in representing Axelerant. These aspects are our minimally acceptable standards that every Axelerant team member demonstrates or does not work against in being accountable, capable, and coachable people who work well with others.

Because Being Axelerant is the sole authority over our everyday actions or mindsets, there is no separate code of conduct, mutual work agreement, or other guidelines to prevent ambiguity or confusion. And it's okay when the time comes that we disagree or move on. We're grateful for the shared journey to making Axelerant better for our peers, clients, families, and communities.

Being Axelerant source,

<https://axelerant.atlassian.net/wiki/spaces/OA/pages/1447493744/Being+Axelerant>. Failure to comply with the Being Axelerant shall entitle Axelerant to terminate your employment per **Exceptional Situations**.

2. Role

Starting from your Day 1, [Employee.StartDate], you're one of us, and defining your role and responsibilities is a critical, collaborative part of ensuring your success. Your current position is [Employee.Title] within the [Employee.Department] group.

We'll review your role and responsibilities at least annually and make adjustments with you as relevant.

3. Reporting

At the time of your onboarding, a reporting manager and performance coach will be assigned to you.

4. Salary

We're committed to making sure you're stimulated, tested, managed, challenged, recognized, engaged, and of course, paid on time. Your gross annual salary will be [Employee.SalaryAnnum].

Your salary is subject to statutory deductions as recognized and applicable under labor laws, income tax laws, or any other law as relevant. Other optional deductions will be made by mutual agreement.

[Salary.Join.Bonus]

[Salary.Breakdown]

5. Benefits

You are entitled for the following below benefits during your employment with Axelerant:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Work from Anywhere • Anniversary & Birthday Gifts • Annual Offsites • Child Care Allowance • Coaching • Competitive Local Salaries • Computing Device Assistance • Continuing Education, Event, and Training Allowance • Co-Working Stipend • Health & Wellness Allowance | <ul style="list-style-type: none"> • Home Office Setup • Life Event Gifts • Loans • Lots of Leave • Mentoring • Recognition • Sales Referrals • Software Subscriptions • Team Meet-Ups Allowance • Team Member Referrals |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

India-based employees are entitled to benefits of:

- Employee Provident Fund
- Family Medical Coverage, for employee and their dependents
- Gratuity, in accordance with the [Payment of Gratuity Act, 1972](#)

Axelerant's benefits evolve over time, therefore **Benefits**

source, <https://axelerant.atlassian.net/wiki/spaces/OA/pages/1407156286/Benefits> is considered the master.

7.1. Reimbursable Benefits

All benefits are investments in you. Yet, some have more direct costs than others like the following. These benefits when used within one year of leaving Axelerant for reasons other than death or termination without cause, are reimbursable to Axelerant in full.

- Computing Device Assistance
- Continuing Education, Event, and Training Allowance

6. Working Hours and Annual Leaves

Your working hours will be determined and communicated to you from time to time and shall also be subject to change without notice. You may be required to work for additional hours in case of exigencies.

You are entitled to leave benefits as specified under **Leave Benefits** source, <https://axelerant.atlassian.net/wiki/spaces/OA/pages/2264957195/Leave+Benefits>, and the same shall be subject to change without any prior notice to you.

You are required to apply for leave benefits as specified under **Taking Leave & Planning Time Off** source, <https://axelerant.atlassian.net/wiki/spaces/OA/pages/163741857/Taking+Leave+Planning+Time+Off>, and the same shall be subject to change without any prior notice to you.

7. Abandonment

When you are absent from work for 8 (eight) consecutive days (including absence upon leave though applied for but not granted) or when overstayed for a period of 8 (eight) days after expiration of the approved leave, shall entitle Axelerant to terminate your employment without any notice.

8. Company Guidelines & Policies

(i) You agree that as part of your job responsibilities, you will follow the guidelines, standards, rules, policies, and practices of Axelerant prevailing from time to time. You agree that Axelerant may change any of its guidelines, standards, rules, policies, and practices from time to time. Such changes will apply to your job roles and responsibilities and bind you after the effective date of the change. Such changes may affect or result in a modification of the terms and conditions governing your employment, which are set out in this or elsewhere, and you shall be bound by such changes as long as they are permitted by law. It shall be your responsibility to familiarize yourself with all such policies and procedures.

- [Axelerant Handbook - internal strategy and operational handbook](#)
- [Open Axelerant - publicly accessible guidelines](#)

(ii) For the avoidance of doubt, nothing in this **Employment Agreement** shall affect or be construed to prejudice or override any of Axelerant's obligations imposed by law. The terms of this **Employment Agreement** are subject to such legal obligations. Where there is any inconsistency between the terms and such legal obligations, the terms of this **Employment Agreement** shall be deemed to be modified to the extent of such inconsistency.

(iii) You warrant that you are under no contractual duty or obligation arising from any other contracts you may have entered into which restrains you for whatever reason from being employed by or working for Axelerant. You agree to indemnify Axelerant against any loss or damage that Axelerant may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or in conflict with your duties and obligations hereunder. Kindly note that any action of yours, contrary to any of the above-mentioned clauses shall render you liable to termination with immediate effect, notwithstanding any other terms and conditions of your appointment.

(iv) You meet eligibility criteria for working from [Signer.Country] or your locality; comply with status and norms referred to in their relevant [Signer.Country] or locality work permit and must cease working when no longer meeting [Signer.Country] or locality work permit criteria.

9. Confidentiality

Like all employees, you will be required, as a condition of your employment, to agree and abide by the terms of a **Non-Disclosure Agreement** signed alongside this **Employment Agreement**. In which you acknowledge that in the ordinary course of your employment you will be exposed to information about Axelerant, its affiliates, its customers, its customers' clients, its vendors, employees and other associates, whether electronic, website-based, or other form, that is not known by, or generally available to the public at large and that concerns the business, financial affairs or technology of Axelerant or any of its customers, including but not limited to commercial, financial, technical information and know how, databases documents, internal controls, data processing programs, software, inventions, products, processes, drawings, designs, copyright, trademarks, names, ideas, applications, routines, subroutines, techniques and systems, pricing structures, names and/or details of the customers and employees, vendors lists and records, costs, pricing and other business strategies, marketing plans and programs, business plans and methods of operation and proposed methods of operation, accounts, transactions and proposed transactions, and security procedures (collectively referred to as the "**Confidential Information**"). You hereby acknowledge and agree that you shall keep the **Confidential Information** absolutely confidential and shall never disclose any of such **Confidential Information** to any other entity without the specific written consent of Axelerant and bound with the **Non-Disclosure Agreement** as mentioned hereinabove.

10. Exceptional Situations

(i) This **Employment Agreement** can be terminated by either party giving the other party 2 (two) months' notice in writing or salary in place of the notice period. Notice of resignation needs to be served in written or from the official email id.

(ii) Notwithstanding anything contained in terms of this **Employment Agreement**, Axelerant may terminate your employment without notice or payment in place of the notice period in any of the following circumstances:

- a) If you commit an act of misconduct or indiscipline or dishonesty or fraud;
- b) If you provide any false information related to your personal or professional qualification;
- c) If you breach any of the terms of this **Employment Agreement** or other employee policy, which breach is either (i) incapable of remedy; or (ii) if capable of remedy, has not been remedied by you within a period of five(5) days after receipt of notice of such breach from Axelerant;
- d) If you are found guilty of moral turpitude or gross negligence or such similar activities which are detrimental to the pecuniary interest, business, reputation, or goodwill of Axelerant;
- e) If you are convicted by a Court of competent jurisdiction of a criminal offense or indicated of any criminal offense, which in the reasonable opinion of Axelerant, will detrimentally affect Axelerant;
- f) If you are of unsound mind by a Court of competent jurisdiction and the finding is in force, or you are liable to be dealt with in any way under the laws relating to mental health;
- g) If you absent without leave, any attendance issue, reporting issues, unapproved leaves;
- h) If you have become an undischarged insolvent or have applied to be adjudicated as an insolvent and the application is pending
- i) If you fail to comply with Axelerant's Principals & Values.

(iii) In the event you fail to comply with any of the procedural requirements concerning termination or resignation, or separation with Axelerant, Axelerant shall not be under any obligation to issue you a clearance letter and/or clear outstanding payments.

Exceptional Situations

Source, <https://axelerant.atlassian.net/wiki/spaces/OA/pages/1859388194/Exceptional+Situations>

11. Freelancing

We're open to your freelancing, given that such work never conflicts with Axelerant's best interests.

- Axelerant work should always be the priority, without exception.
- We hope that your freelancing brings value to yourself and Axelerant.

- When in doubt, ask People Operations to verify conflicts of interest.
- When Axelerant fits your project, please let us help and earn a commission.

Freelancing source,

<https://axelerant.atlassian.net/wiki/spaces/OA/pages/1447493744/Being+Axelerant#Freelancing>.

12. Intellectual Property Rights and Data Protection

(i) You hereby assign to Axelerant all your rights, title, and interests in and to all intellectual property rights for works produced by you related to Axelerant's business that is created during your employment on behalf of Axelerant. If any instruments are required to be executed, or any other steps are required to vest such rights, title, and interests with Axelerant, you agree to cooperate with Axelerant in the execution of these instruments and taking such steps. Axelerant agrees to bear the expenses incurred in the execution of such instruments and taking such steps.

(ii) You hereby irrevocably appoint Axelerant or any person nominated by Axelerant as your attorney to sign or execute any agreements, instruments, deeds, or other papers and do all things in your name as may be necessary or desirable to implement your obligations according to this clause, including appointing any substitute and delegating to that substitute all or any powers conferred by this power of attorney.

(iii) You shall:

- a) comply with any request made or direction given by Axelerant in connection with the requirements of applicable data protection laws;
- b) only process personal data supplied by Axelerant as part of the provision of your services and per applicable data protection laws;
- c) comply with any current privacy policy, if any, issued by Axelerant (from time to time) per the requirements of applicable data protection laws;
- d) only process personal data lawfully under applicable data protection laws and per Axelerant's instructions;

(iv) You shall indemnify and keep indemnified Axelerant and its affiliates from and against all and any losses arising directly or indirectly from or as a consequence of:

- a) any third party allegation or claim related to your failure to comply with any obligations under applicable data protection laws; or
- b) any liability (whether criminal, in tort, equity, contract, or otherwise) arising as a result of any breach by you of any terms of this Clause;
- c) and this indemnity shall be enforceable by Axelerant and any other affiliate of Axelerant against you regarding their respective losses.

(v) Axelerant, in some circumstances, may monitor, record, or inspect communications (including e-mails, voicemail, telephone calls, paper correspondence, and Internet usage records) using monitoring devices or other technical or physical means.

(vi) As part of the ongoing relationship between Axelerant and you, Axelerant shall be permitted to use personal data provided by you, as well as personal data acquired from other sources such as public registers, to carry out due diligence checks and you hereby give lawful consent to such processing.

13. Medical Fitness

Your appointment and continuation in employment are based on your medical fitness. In case any time during your employment, it has been found that you are not medically fit to perform your duties and due to your absence, work is hampered, the management's decision will be the final decision served upon you.

14. Non-Compete

To protect the legitimate business interest of Axelerant, you agree that you will not, for a period of 12 (twelve) months after the date of termination of your **Employment Agreement**, however, caused to not compete with Axelerant in any manner, directly or indirectly, through the release of Axelerant's intellectual property, proprietary information, or trade secrets with competitors without Axelerant's express written permission.

15. Non-Solicitation

During your employment and for a period of 12 (twelve) months after the date of termination of your **Employment Agreement**, however, caused, you agree that you will not directly or indirectly

approach, aid, solicit or induce any employee, director, or officer of Axelerant to leave Axelerant.

16. Notices

In case of any change in your residential/correspondence address during the course of your employment, it shall be your duty to intimate the same to the People Operations department within one week from such change. All communication addressed to you at the last given address shall be deemed to have been served upon you in the absence of the same.

17. Office Equipment and Assets

You will be responsible for the safekeeping, and safe return of the assets or equipment of Axelerant entrusted to you in good and working condition. Otherwise, Axelerant reserves the right to deduct such articles' monetary value from your dues or take such action as may be deemed appropriate.

Upon termination of your employment with Axelerant or on Axelerant's request, you shall surrender and turn over the asset or equipment back to Axelerant in proper working order. In case the asset or equipment entrusted to you by Axelerant is returned in damaged or non-working condition or lost, stolen, you may be held responsible for its cost or replace the same at your own cost, or Axelerant may recover the cost of the asset or equipment from your salary or at the time of your full and final settlement.

Failure to return the asset or equipment entrusted to you will be considered theft and may lead to criminal prosecution against you by Axelerant.

18. Professional Ethics

You shall not conduct yourself in any manner amounting to a breach of the confidence in you or the position of responsibility occupied by you. Deal with Axelerant's resources like documents, money, and other materials with utmost honesty and professional ethics by acting in Axelerant's best interest.

19. Travel

You may have to travel, at short notice, domestically or internationally, in connection with your role and responsibilities. Please keep your passport current and renewed at least 6-months before expiration.

Axelerant or yourself may arrange transportation or lodging arrangements when asked to travel on Axelerant's behalf. Axelerant shall reimburse travel expenses incurred by you at actual costs, based upon factual proof of those expenses.

You must submit claims for the reimbursement of expenses within 30-days of their incursion.

20. Other Miscellaneous Terms & Conditions of Employment

This **Employment Agreement** and your employment with Axelerant are conditional upon satisfactory reference checks and confirmation of your qualifications, work experience, and other background information you have provided. When Axelerant cannot verify your information after the start date, and should there be any discrepancy with the information provided by you, Axelerant has the right to terminate your employment without prior notice or payment in lieu thereof.

Further, you are also confirming the following items:

- You have terminated your employment with other employers in compliance with their terms and conditions, as applicable.
- You have no contractual obligations that would prevent you from taking this position and fulfilling your responsibilities with Axelerant.
- Axelerant is not liable for any resources owed by you due to the termination of any previous contracts and employment.
- You are not sharing any Intellectual Property in which you are not the sole owner.
- When you fail to join or report on the aforesaid start date for any reason, Axelerant will assume that you are no longer interested in the position offered, and hence the offer shall be termed as null and void.
- Axelerant reserves the right to transfer you to another group or change your role and responsibilities away from the one offered to you in terms hereof. Your refusal for such transition will be considered as unwillingness to perform your duties. In such case, notwithstanding anything contained herein, we may by our own discretion terminate your services by giving you one month's notice or one month's salary in place of notice.
- During your employment term, you shall be responsible for such duties as assigned by

Axelerant. You shall always comply with all instructions and directions of Axelerant and discharge your duties in conformity with applicable law, rules, and regulations. At all times, you shall faithfully and diligently serve Axelerant in all respects and use your best endeavors to promote the interests of Axelerant.

- Axelerant may use your picture, likeness, image, name, or voice connected with its website, blog posts, or other publicity or business-related activities.
- You will be paid no salary if you leave the services of Axelerant within 20 (twenty) days of your joining on your own accord. However, when Axelerant terminates your services, you will be paid a salary up to the date of your termination.
- The date of joining can be altered by written mutual agreement.
- This unsigned **Employment Agreement** is only valid for 14 (fourteen) days from [date.today].
- This **Employment Agreement** shall be governed in all respects by the laws of [Signer.Country]. In case of any dispute arising out of your employment, local Courts at [Signer.City] will have the sole and exclusive jurisdiction in the matter.

21. Agreed & Accepted

This **Employment Agreement** is effective as of [date.today]. By signing this **Employment Agreement**, you are acknowledging and agreeing to the terms stated hereinabove.

The undersigned hereby agree and accept the terms and conditions of the **Employment Agreement**.

[Employee.FirstName] [Employee.LastName]

[Employee.Title]

[Signer.FirstName] [Signer.LastName]

[Signer.Title]

[Signer.Company]