

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between:

Company Name: _____

Employee Name: _____

This Agreement sets forth the terms and conditions under which the Employee will perform services for the Company.

1. POSITION AND DUTIES

The Employee will serve as a software engineer for the Company. The Employee agrees to perform duties and responsibilities as outlined by the Company.

2. WORKING HOURS

The Employee will work remotely, and the expected working hours will be communicated to the employee. The working hours will be such that they overlap Pacific Time business hours.

3. COMPENSATION

The Employee will be paid a fixed salary every month. The salary will be credited to the Employee's designated bank account on the 24th of each month. The Company reserves the right to make adjustments to the compensation based on performance, market conditions, and Company policy.

4. CONFIDENTIALITY

The Employee agrees to keep all company information confidential, including any trade secrets, business plans, financial data, and other proprietary information related to the Company.

5. EMPLOYMENT RELATIONSHIP

This Agreement is designed to define the terms of engagement for the Employee working remotely. While this engagement does not create a traditional employer-employee relationship under California or Indian law, both parties agree to maintain mutual respect, professionalism, and understanding in their working relationship.

6. WORKING HOURS AND LOCATION

The Employee will perform the agreed-upon work remotely from their home and will adhere to the working hours outlined in this Agreement. The Employee agrees to maintain communication with the Company and perform duties in accordance with the expectations set.

7. EQUIPMENT AND RESOURCES

The Company will provide the Employee with the necessary equipment, including a laptop and other resources needed to perform the work remotely.

8. CODE OF CONDUCT

The Employee agrees to maintain professionalism, respect for colleagues, clients, and other stakeholders, and adhere to the Company's policies regarding workplace behavior. The Employee shall behave in a respectful, ethical, and inclusive manner at all times, avoiding any behavior that could create a hostile or inappropriate work environment.

9. NO HARASSMENT POLICY

The Employee agrees to follow the Company's harassment policy, which prohibits any form of harassment based on race, color, religion, gender, sexual orientation, disability, or any other status protected by law. The Employee is expected to contribute to a safe, respectful, and inclusive workplace culture.

10. COMPLIANCE WITH LAWS

The Employee agrees to comply with all applicable local, state, and federal laws, including those governing intellectual property, employment, and tax laws in India and the United States.

11. NON-SOLICITATION

In order to protect the Company's long-term relationships with its clients and team members, the Employee agrees not to actively solicit or work with Company clients for a period of 12 months following the termination of this Agreement, unless mutually agreed upon by both parties. This clause is designed to protect the interests of both the Employee and the Company.

12. NON-DISCLOSURE

The Employee agrees to refrain from disclosing any confidential information related to the Company's business practices, strategies, and other proprietary data that is not public knowledge. The Employee shall ensure that any information shared with others, whether within or outside the Company, is in accordance with the Company's confidentiality policies.

13. INTELLECTUAL PROPERTY

All intellectual property created during the course of employment with the Company, including software, designs, and written materials, will remain the sole property of the Company. The Employee agrees to sign any documents necessary to assign ownership of such intellectual property to the Company.

14. TERMINATION

Both the Company and the Employee value a positive and productive working relationship. In the event that either party wishes to end the Agreement, a notice period of 30 days will be provided. This allows both sides to transition smoothly and with respect for the work done. Open communication will be encouraged throughout the process.

15. NON-COMPETE CLAUSE

The Employee agrees that, for a period of 6 months following the termination of this Agreement, they will not engage in a competing business or offer similar services in direct competition with the Company in California, USA without prior consent from the Company.

16. SECONDARY EMPLOYMENT

The Employee may engage in secondary employment or side projects, provided they do not interfere with the Employee's duties to the Company or create a conflict of interest. Any such secondary employment should be disclosed to the Company.

17. PERFORMANCE REVIEW

The Company will conduct performance reviews at regular intervals to ensure that the Employee is meeting job expectations. These reviews will provide an opportunity for feedback and discussion regarding career development and performance improvements.

18. LEAVE POLICY

The Employee is entitled to paid leave according to the Company's leave policy, which includes vacation days, sick leave, and other types of leave as per the Company's guidelines. The Employee must request leave in advance to ensure proper planning and coverage.

19. CONFIDENTIALITY AGREEMENT

The Employee acknowledges that they have read, understood, and agree to abide by the terms of the confidentiality agreement related to proprietary information, trade secrets, and intellectual property.

20. ARBITRATION AND DISPUTE RESOLUTION

Any disputes arising from this Agreement will be resolved through arbitration under the rules of the American Arbitration Association (AAA). The arbitration shall take place in California, USA, and the proceedings shall be conducted in English.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Company and the Employee with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral, regarding the same subject matter.

22. RELATIONSHIP WITH THE COMPANY

The Employee agrees to conduct themselves in a manner that reflects positively on the Company and its values. The Employee will maintain a high level of professionalism and respect when interacting with clients, colleagues, and other stakeholders.

23. DATA SECURITY

The Employee agrees to comply with the Company's data protection and security policies, ensuring that all sensitive and confidential information is protected and that all data privacy laws are adhered to, including but not limited to the GDPR (General Data Protection Regulation) and other applicable regulations.

24. PROVISION OF TRAINING

The Company agrees to provide reasonable training to the Employee, as necessary for the execution of duties. This may include software, systems, or company processes essential for the role.

25. RELATIONSHIP OF PARTIES

The relationship between the parties is that of an employer and employee. Nothing in this Agreement will be construed as establishing a partnership, joint venture, or any other form of association.

26. CONFLICT OF INTEREST

The Employee agrees not to engage in any activities or relationships that could be in direct conflict with the interests of the Company, including accepting gifts, payments, or other benefits from parties outside the Company that could influence their work.

27. ACKNOWLEDGMENT OF TERMS

The Employee acknowledges that they have read, understood, and agreed to all the terms and conditions outlined in this Agreement. The Employee further agrees to abide by any additional policies that may be enacted by the Company.

28. COMPENSATION AND BENEFITS REVIEW

The Company reserves the right to review the compensation and benefits package provided to the Employee on an annual basis and make adjustments as needed, in line with Company performance and industry standards.

29. MEDICAL LEAVE

The Employee is entitled to medical leave as per the guidelines outlined in the Company's policies. Medical certificates may be requested to verify the need for such leave.

30. TRAINING AND DEVELOPMENT

The Employee is encouraged to participate in training programs and development opportunities offered by the Company to enhance their skills and grow professionally.

31. EXCLUSION OF IMPLIED WARRANTIES

The Company makes no express or implied warranties regarding the success or profitability of the work performed by the Employee, and the Employee acknowledges that no such promises have been made.

32. NON-DISPARAGEMENT

The Employee agrees not to make any statements or take any actions that could harm the reputation of the Company, its leadership, or its business practices.

33. DATA STORAGE AND BACKUPS

The Employee agrees to follow the Company's policies for data storage and backups to ensure all work data is stored securely and can be retrieved if needed.

34. AMENDMENTS AND CHANGES

Any amendments or changes to this Agreement must be made in writing and signed by both parties. No oral agreements or modifications will be binding.

35. RELOCATION

Should the Employee decide to relocate, they must notify the Company in writing, and the Company will evaluate if the relocation impacts their ability to perform their duties remotely.

36. BENEFITS AND INCENTIVES

The Employee may be entitled to additional benefits and incentives based on performance, as outlined in the Company's employee benefits policies.

37. REVIEW OF WORK PERFORMANCE

The Employee agrees to participate in regular reviews of work performance, including informal check-ins and formal performance evaluations, to ensure continued alignment with company expectations.

38. TERMINATION FOR CAUSE

The Company may terminate this Agreement immediately for cause, including but not limited to breaches of confidentiality, misconduct, or failure to perform duties as expected.

39. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.

40. MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Service Agreement as of the date first written above.



Employee Signature: (inside the box)

Date: _____