**Agreement between Master and Workman**

AN AGREE AN AGREEMENT made the ................ day of ................ BETWEEN AB of, etc. (hereinafter called the EMPLOYER) of the One Part and CD of etc., (hereinafter called the WORKMAN) of the Other Part.

WHEREBY IT IS AGREED as follows.

 1. In consideration of good and faithful service promised to be rendered and the duties to be performed and the covenants and conditions to be observed and fulfilled by the workman the EMPLOYER has appointed the WORKMAN as his assistant and/or to serve under him in his trade or business of export of goods on inter alia terms and conditions as follows:

2. The WORKMAN will serve the EMPLOYER as an assistant for a period of …….. months (or years) from the day of …...., and will do, execute and perform with all due despatch and punctuality according to the best of his intelligence, skill and ability, all such works as the EMPLOYER shall require him to do in such capacity and at all times, will conduct himself and behave honestly, faithfully and properly in the course of such service towards the EMPLOYER, his customers and his other workmen.

 3. The WORKMAN will in no case during the continuance of this agreement (and even at any time thereafter) serve under any person or persons or company or firm carrying similar trade or business or himself carry on or be otherwise interested in any trade or business similar to and identical with that now carried on by the employer within a radius of five miles from the business premises or from its the then place or places without the written consent of the EMPLOYER.

 4. The EMPLOYER will pay the WORKMAN a weekly or monthly wages of Rs ............., payable on Saturday of every week (or on the last day of every month) so long as he shall do his duties faithfully, honestly and diligently and/or otherwise shall duly fulfil the terms of the agreement on his part herein contained.

 5. If the WORKMAN shall make himself absent from the service of the EMPLOYER without notice or leave of absence or be found guilty of misconduct or commit any breach of this agreement or any act of indiscipline, it shall be lawful for the EMPLOYER to dismiss him summarily forthwith without prejudice to his other rights and remedies as against him when and in such an event he shall lose and forfeit all wages which may then be due to him, but if this agreement be otherwise determined as hereinafter provided, the WORKMAN shall be entitled to the said wages up to the time of such determination.

 6. If the WORKMAN shall at any time be incapacitated by illness or accident arising out of any act, default, negligence on the part of the owner or other unavoidable causes, from efficiently performing his duties pursuant to this agreement, his wages shall not be payable during the time of such incapacity, except according to the provisions of the Workmen’s Compensation Act or any other law in force.

7. Either party may determine this agreement at any time by giving to either of them ............ days’ previous notice in writing for that purpose.

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and year first above-written.

Signed, sealed and delivered by AB

Signed, sealed and delivered by CD

In the presence of