

Service Agreement

I, Abhinav Batra, hereby undertake to abide by and be bound by these Service Conditions which form part of my Appointment letter and Conditions thereof.

1. In the performance of your duties, you shall take instructions from and comply with the requirements of your superiors appointed by the Company from time to time. In addition, you shall be subject to and comply with the policies of the Company and rules of employment from time to time as promulgated by the Company, and shall comply with the lawful directions and management of employees of the Company nominated by the Company from time to time in that regard. The Company shall have absolute discretion to make changes in your responsibilities based on the needs of the Company.

2. (a) Please note that the salary structure of the Company may be altered/modified at any time without prior notice and your remuneration package may accordingly be altered/modified from time to time. Further, salary, allowances and all other payments/benefits will be governed by the Company's rules as well as statutory provisions in force from time to time and subject to deductions of appropriate taxes at source.

(b) Please also note that your remuneration package is confidential between you and the Company and should not be discussed with anyone.

3. In case any accommodation is provided to you, appropriate rent will be recovered as per rules in force from time to time.

4. (a) You will be on probation for a period of six (6) months w.e.f your date of joining during which your services are liable for termination upon fifteen (15) days notice OR salary in lieu of the notice period from either side without having to assign any reason. The probation shall be deemed to have been extended automatically unless notified otherwise, in writing.

(b) On satisfactory completion of the probation and after your confirmation in writing, your services are terminable by the Company by giving notice of 1 (One) month OR salary in lieu of the notice period from either side without having to assign any reason thereof.



Employee Signature
Date :

5. During your employment with the Company and thereafter you will, at all times, hold in strictest confidence, and not use, except for the benefit of the Company, or disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company or related corporations. You will understand that 'Confidential Information' means proprietary information of the Company or any related corporation, including (without limiting the generality of the foregoing), technical data, trade secrets or know-how, including but not limited to, research, product plans, products, services, customer lists and customers (including but not limited to users or potential users of the Company's products on whom you may call or with whom you may become acquainted during the terms of your employment), market, software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, marketing finance or any other information disclosed to you by the Company or related corporations, either directly or indirectly in writing, orally or by drawings or inspections of parts or equipment. You will also be responsible for the protection and furtherance of the Company's best interest at all times, including after you cease to be on the Company's role.

6. During your employment if you are imparted in-house training or sent abroad after completion of training on Company's expenses, you shall be bound to continue your services with the Company for a minimum period of six (6) months from the date of completion of the training. In case you resign or abandon your services before expiry of the said period, training expense and all costs including travel expenses incurred by the Company shall be recovered from you.

7. During the course of your employment (or outside working hours if you are using the Company's premises or equipment) all inventions, discoveries and novel designs whether or not registerable as designs or patents, all writings including programs, art works and other copyright works created by you shall belong to the Company. In addition to disclosing any inventions, discoveries, designs or copyright works you shall disclose and if required by the Company, assign to the Company any other inventions, discoveries, designs and copyright works devised or created by you during your employment which relate to or touch upon the future or present business or products of the Company or its related associates or affiliates or subsidiaries. You shall during the course of your employment and thereafter do all such acts and things, and sign all such documents, as the Company or its Attorneys may reasonably request to secure the Company's ownership or rights in the inventions, discoveries, designs and copyright works.

8. Your employment will be subject to your submission of a medical fitness certificate from a competent medical authority. The Company however has the right to ask you to appear before a medical authority recommended by the Company, either before joining or at any time after your joining the Company for undergoing a medical examination. Your retention in the company's service will be subject to your maintaining yourself in a state of medical fitness as per medical fitness standards laid down from time to time.



Employee Signature
Date :

9. You are required by the Company's rules not to undertake any employment, occupation, consulting or other business activity related to the business of the Company anywhere else, even on part-time basis whether for any consideration or not and you shall not become involved or engage in any other activities that conflict with your obligation to the Company. Any contravention of this will lead to termination of your service from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of any requirement of notice. Further, such contravention will be deemed as voluntary termination/resignation by you of your service without the required notice having been given.

10. Your services are transferable at short notice, to any department or to any Group Company. The working hours applicable to you will be the same as are observed depending upon your place of posting and as amended from time to time. Further you should be prepared to work on any shift including night shift as may be warranted by the Company's /Client's work requirements.

11. If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:

- a. return to work within eight days of commencement of such absence OR
- b. give an explanation to the satisfaction of the company regarding such absence.

12. The rules of the Company governing all the matters specified above, including on matter such as designation, working hours, etc. are subject to change without any prior notice.

13. You will be governed by the Company's rules and regulations (as well as practices) as enforced from time to time in respect of matters not covered by this letter of appointment. Company's decisions on all such matters shall be final and binding on you.

14. It is hereby agreed and understood that you shall retire from the services of the Company upon completing the age of fifty eight (58) years.

15. a) Upon termination of your employment, you will return to the Company all Company's property including documents/ floppies and any other articles and/ or copies thereof belonging to the Company, which may at the time be in your possession or within your control.

b) Upon termination of services by you within the probation period, relocation reimbursement amount if paid to you would be recovered by the Company.



Employee Signature
Date :

16. In addition in the event of your leaving the Company's services, or upon termination of your employment, you shall not be engaged whether directly or indirectly, whether by employment, consultancy, partnership or otherwise in any type of business/commercial association with any of Company's competitors for a period of two years from the date of your leaving the services of the Company, without the express written consent of the Company being first obtained. Further you will agree to execute any further document regarding the protection of any information as the Company may require or request from time to time after commencement of your employment.


17. Your obligation under clause 5 and clause 7 shall survive even after termination of your employment for any reason. No purported variation or addition to this Appointment offer shall be binding on the Company unless such variation or addition is in writing and signed by you and an authorized representative of the Company.

18. If the terms and conditions offered herein are acceptable to you, please return the acceptance copy (attached) affixing your full signature on the last page and initials on the remaining pages.

We welcome you to the QUARK family and wish you a successful career with us.

I have read and understood the above terms and conditions of employment and I accept them. I understand that I am bound to abide by these terms and conditions in letter and spirit.

Employee Name: Abhinav Batra

Signatures: 

Date: 31-Jan-2021



Employee Signature
Date :