F-HR-021

Rev. No.: 00

**SERVICE AGREEMENT**

## This Agreement is entered into on **\_\_\_\_\_\_\_\_\_** between **ACCELOR MICROSYSTEMS** a Company registered in India, having its registered office at **Plot No. F-451, Sector-74, Phase 8B Industrial Focal Point, SAS Nagar- 160055** (hereinafter called the ‘**Company**’)

## And

## (ii) **{name}** Aadhar No. **{aadharNumber}** an Indian inhabitant having permanent address at {permanentAddress} (herein after referred to as “**Employee**”**)** of the other part

WHEREAS

1. The Company has selected the Employee for the position of {designation} with D.O.J **{dateOfJoining}.**
2. The Employee, on joining the Company, undertakes to stay in employment of the Company for a minimum period of {serviceAgreement} year (excluding notice period). Hence, excluding the notice period, the minimum duration of employment would be {serviceAgreement} year.
3. The Employee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.

**NOW THIS AGREEMENT WITNESSETH AS BELOW:**

1. The Employee acknowledges that substantial costs have been invested on him/her for training him/her specifically for effectively handling the job responsibilities and, any discontinuance of the employment before the expiry of the {serviceAgreement} year term would unfairly prejudice the Company, and, as such, the Employee undertakes not to leave the services of the Company, for any reason whatever, for a minimum period of {serviceAgreement} year from the date of him/her joining the services of the Company.
2. In case the Employee, for any reason, leaves the services of the Company before the said period of {serviceAgreement} year, then he/she shall pay the Total Value Amount for the remaining service period (from the Left Date) according to his/her current CTC. The Employee undertakes not to dispute the amount, and shall pay the amount before requesting for formal relieving order from the Company else employee will have no claim on his/her relieving documents such as experience certificates, salary slips, relieving certificate etc. At the same time company reserves full right to initiate appropriate legal proceedings against the Employee.
3. That the said employee shall not during the period of this agreement work directly or indirectly in any similar trade or business either as employer or partner or advisor or in any other capacity.
4. That the said employee shall be just and faithful to the Company in all matters and shall not at any time except under legal process, divulge to any person whosoever and shall use his best endeavors to prevent the publication or disclosure of any trade secret or any business process or any confidential matter or information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to his knowledge

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1. Any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed in consultation with parties shall conduct such Arbitration. The venue shall be **S.A.S Nagar Mohal**i.
2. However, Company has full right to transfer, suspend or terminate the employment of the Employee in case if his/her performance found unsatisfactory or if he/she breaches any of the above provisions & found dishonest to the Company at any moment of his/her employment, also Company can with held the Salary or/and Exp.letter of the said Employee until the final clearance of the matter.
3. In witness hereof the parties have executed this Agreement on the day and date mentioned above at **S.A.S Nagar Mohali**.

**For and on behalf of the “Company” For and on behalf of the “Employee”**

**Name: Name:**

**(Signature & Seal) (Signature)**

**Date: Date:**

**Witness**

**Name:**

**(Signature & Seal)**

**Date:**

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