

14th December 2021

Mr. Ghanshyam Kumar Jaiswar, PAN Number: AHJPJ7622F
C/O, 215/3, Vijay Nagar Colony,
Hans Nagar,
Kanpur Nagar,
Uttar Pradesh - 208005

Dear Ghanshyam,

Subject: Service Agreement

We, at Doyensys are pleased to use your services as a **Subject Matter Expert** with effect from **3rd January 2022 to 31st March 2022** on the following terms and conditions:-

AGREEMENT & SERVICE FEE

- ✓ You will be assigned to any project/s as determined by Doyen Systems Pvt Ltd. (Doyensys) with base location as **Chennai**. During the tenure of the contract Doyensys is free to re-assign you to any other project/s as the management may feel necessary.
- ✓ Your service fee per month will be **Rs.1,25,000/- plus taxes, [GST if Applicable] as per income tax act TDS will be deducted. (Rupees One Lakh Twenty Five Thousand Only)** and you will not be entitled to any other allowances over and above the above referred amount
- ✓ The service fee is inclusive of all expenses such as your travel, initial stay, local travel etc.
- ✓ You are expected to book at least 40 work hours every week, if it is billed lesser than 40 hours a week then the service fee will be pro-rated accordingly.
- ✓ If you are not billing the customer as per timesheet, your prorated service fee will get deducted accordingly.
- ✓ Customer Approved timesheets should be submitted to Doyensys Finance Department every week before each Friday evening 5 pm IST without fail. Failing which will lead to the delay in payment of the service fees.
- ✓ During the period until one (1) year following the termination of the contract by Doyensys for whatever reason, you shall not directly or indirectly (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting or programming services to any direct or indirect (Customer of

Doyensys partner/s) customer of the Company (regardless whether or not you personally dealt with that party during your contract) or to any customer (or end-user of any customer) of the company for which or for whose benefit you provided services during your contract, nor directly solicit the services of (or otherwise deal in a manner adverse to the Company with) any other employee/contractor of the Company or induce such employee/contractor to terminate his or her employment/contract.

- ✓ If you are found guilty of any disciplinary or integrity issues as pointed out or escalated by customers or Doyensys management team, your service contract will be immediately terminated without any notice. In this respect the decision of Doyensys management will be deemed final
- ✓ Your contract with the company holds valid and will only be in effect on successful clearing of background checks by the company and the client based on the background verification details / forms you have submitted.
- ✓ As part of your contract, you will acquire or develop confidential and proprietary information concerning the Company; and its dealings and method of dealings with its customers; and employees; and you also will develop the relationships of special trust and confidence with the Company's customers, employees & contractors (collectively, "Confidential Matter"). You agree that such Confidential Matters is for the Company's exclusive benefit and that, both during your employment and at all times thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit and with the consent of the Company. Upon the conclusion of your contract, you will promptly return all documents and information (including IP or any computer generated information or stored matter) concerning the Company or its customers and employees.
- ✓ In the event a customer is dissatisfied with Consultant's Services, Doyensys management will first discuss the situation with the consultant.
- ✓ If, in Doyensys sole judgment, a customer's dissatisfaction can be cured by Consultant's re-performance of Services, Doyensys will first recommend to its customer that Consultant be permitted to re-perform the Services. Any additional service by Consultant in an attempt to cure a customer's dissatisfaction with Consultants service will be rendered free of charge to Doyensys and customer.
- ✓ If the customer refuses to pay for all or some of the Services performed by consultant, or demands a refund if customer has already paid for all or some of the services performed by consultant, then Doyensys management will work with the
- ✓ Once a settlement is reached, Contractor will pay the refund or

- ✓ The refund paid or credit issued to Doyensys will be deducted from the Contractor's next invoice, or, in case of termination of the Agreement no further billing due to Contractor, the contractor will reimburse the service fee to Doyensys.
- ✓ Your services shall automatically come to an end after the period specified above and you will have no claim or right on the post thereafter.
- ✓ You will not be entitled to any other statutory benefits of ESI, EPF etc.
- ✓ TDS as per statutory needs will be deducted from your fixed emoluments as applicable.
- ✓ If the annual Service fee exceeds Rs.20,00,000/- per annum in a financial year (April to March), GST will be applicable as per the statutory norms.
- ✓ You will not be entitled to any of the benefits being given to other regular employees of the organization. You will be however entitled to holidays and leaves in accordance with your customer holiday / work calendar you work for.
- ✓ Your working hours for the project would be changed/alterd as per customer project needs.
- ✓ In the event the management decides to extend your services further, the same shall be done with a written communication to you. Unless extended vide a specific written communication, your services shall not be required after the date mentioned above.
- ✓ Your services are however liable to be terminated without assigning any reason at any point of time during the tenure of your contract with us after giving four weeks of notice.
- ✓ Similarly, as part of this agreement, you have to serve the notice of 4 working weeks in case you decide to end the service with Doyensys. You will not be entitled to any leaves during this notice period.
- ✓ You will be bound by the rules and regulations governing the Doyensys employees as laid down by Doyensys management from time to time so also the rules of the customer you are assigned to work for and maintain complete discipline in the organization.
- ✓ You are requested to report for duties at the client office by as per our information.
- ✓ During the above said period, you should not commit to work for another Organization without intimating and getting permission from the Doyensys Management.

- ✓ You should not join our end client for whom you are working currently (IRM), after leaving us for the next 24 months.

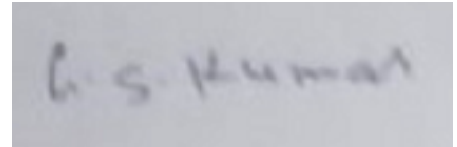
Please return the acceptance copy (attached) after affixing your full signature in token of your formal acceptance of the terms and conditions of the service agreement herein and the signed copy to the following address.

Doyen Systems Pvt. Limited, 6th Floor, Block 2, The Lords, Plot Nos. 1 & 2, (NP), Northern Extn Area, Thiru Vi Ka Industrial Estate, Ekkatuthangal, Guindy, Chennai – 600 032.

**Yours sincerely
For Doyen Systems Pvt. Ltd.,**



**Srividya Srinivasan
GM – Human Resources**



**Accepted-----
Ghanshyam Kumar Jaiswar**