

Ans#1:

Mistakes done by iGate:

1. iGate management was terminating Mr. Murthy without proper cause or notice.
2. Potentially breaching the terms of Mr. Murthy's employment contract by terminating him in an unjustified manner.
3. Failed to follow correct dismissal procedures, which caused Mr. Murthy to file a lawsuit against iGate.
4. Mr. Murthy told the chairman about his connection with Roiz, though he did it a bit late. But the way the company fired him because of when he told them this information makes us wonder if the company deal with the situation properly and didn't act quickly.

Ans#2:

Mr. Murthy go to the court

Mr. Murthy went to court against the acquisition of Breach of Agreement on the grounds that iGATE unjustifiably terminated his contract "for cause," which allowed iGATE to withdraw from its contractual obligations to him and withhold his vested shares, severance payments, and retirement benefits. He claimed that iGATE had breached the employment agreement, stock option agreement, and agreement of good faith and fair dealing, and had made false promises, withheld wages, and defamed him by justifying the company's actions. He also sought compensation for the damage caused to his reputation by iGATE's defamatory statements.

He also disagreed with iGATE's claim that they didn't know about his relationship with Roiz, saying they knew but used the relationship policy to fire him. As proof, he had a letter from a director saying the board knew about his relationship with Roiz since January 2012.

Ans#3 A part:

SF's Interests:

1. SF wants to be able to adjust project schedules based on the availability of freelancers and new employees. So, they can make sure the work is done well and not rushed.
2. SF wants MK Private to commit to doing a certain amount of work every quarter to keep things steady for their team and freelancers.

MK Private's Interests:

1. MK Private wants that there will be penalties if the work they receive doesn't meet their quality standards for user interface and user experience.
2. MK Private wants SF to provide a dedicated account manager to address any concerns about the quality of work, especially for user experience design, quickly.

Ans#3 B part:

Clauses by MK Private:

MK Private, because of the fluctuating quality of deliverables, wants the right to withhold payment for any project deliverables that do not meet the agreed standards until the issues are resolved.

SF shall deliver UI and UX design services for rapid prototyping jobs as per MK's specifications. The deliverables must meet the quality standards as agreed in the SLA.

**Conflict of Interest Clause:

MK Private want the right to seek other service providers if SF fails to meet the agreed quality standards for two consecutive project deliveries.

SF's Amendment:

MK Private, because of the fluctuating quality of deliverables, wants the right to withhold payment for any project deliverables that do not meet the agreed standards until the issues are resolved provided that SF has a chance to fix the issues within 10 business days, before any penalties are applied, or payments are withheld.

SF shall deliver UI and UX design services for rapid prototyping jobs as per MK's specifications. The deliverables must meet the quality standards as agreed in the SLA, with the understanding that any feedback on the work must be given within 14 days, as agreed upon, to ensure timely revisions and quality assurance.

** Conflict of Interest Clause and Amendment:

MK Private reserves the right to seek alternative service providers if SF fails to meet the agreed quality standards for two consecutive project deliveries, if SF has been given a chance to resolve the issues in the deliverables and has 30 days 45 days to fix the issues before MK Private can do that.

Ans#3 C part:

For MK Private:

MK Private can check how well SF is doing every three months. If SF doesn't do as well as they agreed, MK Private can ask SF to plan to get better or ask for some money back for the projects that were not done well.