AGREEMENT
ARTICLES OF AGREEMENT made at Chennai on 03-Apr-2025 between HCL Technologies Limited (hereinafter called
as Company) having its Registered Office at Siddharth, 96, Nehru Place, New Delhi 110019 AND MARKA AKSHITHA at
Indian habitant residing at T2-327 Uday Nagar, Powerhouse colony, Godavarik Ramagundam having permanent address a T2-327UDAY NAGAR, POWER HOUSE COLONY Godavarikhani (hereinafter referred to as Employee) of the second par
12 327 CD111 17/16/16,1 G W DR 110 CD2 CODOTY 1 Godd variation (incrematical referred to as Employee) of the second par
Whereas, the Employee namely MARKA AKSHITHA working in India having Employee Code No. 52145031 working or
project at has requested to attend Guidewire Cloud certification from 10-Mar-2025 to 04-Apr-2025 the Employee has been
allowed to present the same and the related expenses of Rs. 133966.00 has been paid by the Company.
Whereas, the Employee is aware that this is a widely recognized skill/qualification in the IT industry and possessing thi
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skill/qualification would add tremendous value to the Employee apart from increasing his/her knowledge.

Whereas the Employee understands that in sponsoring him/her, the Company will be incurring considerable expenditure both direct and indirectly, financially and unliquidated related to faculty, computer time, support facilities, salary of the employee, while attending program. Whereas this training program substantially improves the Employee's professional standing and it has been imparted by Company at considerable expenditure as an investment, the Company expects a commitment (elaborated below) from the Employee to recover its expenditure or seek a penalty for non fulfillment of the same.

Whereas the expenditure involved in training program is several times in excess of the penalty demanded from the Employee.

Whereas the Employee also understands that in making this excellent opportunity available to him/her, which will in fact enable the Employee to enhance his/her prowess and skill and enhance the acceptability as a professional, the Company is deposing considerable trust in the Employee, and expects the Employee to transfer him/her as in some measure, the benefit that shall accrue to the Employee. The Employee understands that any Company in making such an opportunity available would be motivated as well by business considerations.

## IT IS NOW HEREBY AGREED AS UNDER:

1. The Employee undertakes to serve the Company or any of its associate or affiliated Companies to which he/she may be transferred for a minimum period of 12 Months after completion of the training program which is 04-Apr-2025 and he/she agrees not to take employment with any other person, firm or company during such period. The Employee is giving this undertaking in lieu of the considerable expenditure incurred by the Company on him/her.

2. In the event of any dispute arising out of or in respect of this Agreement, the parties shall attempt to resolve such dispute with thirty (30) days of either of the party giving notice in writing to the other party of such dispute. All disputes arising out of or in connection with this Agreement, which cannot be resolved amicably as mentioned above, shall be finally settled exclusively by arbitration as per the Arbitration and Conciliation Act, 1996. The Arbitration Tribunal shall comprise of a sole arbitrator appointed by HCLT. The venue of the arbitration shall be New Delhi, India. The language of the arbitration proceedings shall be English. The decision of the arbitrators shall be final and binding upon the parties. This Agreement shall be governed by, and construed in accordance with, the laws of India without regard to principles of conflict of laws. The parties hereto consent to and agree to submit to the exclusive jurisdiction of the courts of Delhi, India for any action or proceeding arising under or by reason of this Agreement and to the venue of such action or proceeding in such Courts.

AND, the Employee affirms that if he/she fails to do so, and either leave the services of the Company before the said period, or conduct himself/herself in such a manner as would compel the Company to terminate his/her service before the said

period, the Employee shall pay to the Company within seven days after the said eventuality, a sum of Rs. 133966.00 by way of damages for breach of this undertaking which the Employee is voluntarily tendering, and by way of opportunity loss that shall thereby occur to the Company.

## ADDRESS FOR THE PURPOSES OF SERVICES

All communications between the Employee or the Company shall be deemed to have been effectively served if addressed to the following address:

Employee's AddressCompany's AddressT2-327UDAY NAGAR,POWER HOUSESiddharth 96, Nehru Place, New Delhi 110019

COLONYGodavarikhani

Any change in the above address of any of the concerned parties i.e. company, employee shall be intimated to the other parties by the party whose address has changed within a period of seven days of such change.

If no such change has been intimated or received, the addresses mentioned above shall be deemed to the address of the concerned parties.

Dated: 03-04-2025

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Accepted for an on behalf of HCL Technologies Limited

**AUTHORISED SIGNATORY** 

**EMPLOYEE SIGNATURE** 

Witness: Witness:

Emp Signature:Emp Signature:Emp Name:Emp Name:Emp Code:Emp Code:Emp Address:Emp Address: