

UNDERTAKING TO BE GIVEN BY ASSOCIATES PROCEEDING OVERSEAS ON OFFICIAL
DUTY FOR NIHILENT LIMITED

Name per Passport		Date of Joining	
Associate ID		Designation	
Location			

1. I am aware that anytime during my tenure with Nihilent, the company may apply for my Critical Skills Work Visa/ B1/ H1/ L1/ Business Visa / Work Permit/ICT for my proceeding on official work of Nihilent Limited (formerly Nihilent Technologies Ltd.) or group companies to USA/ Europe / South Africa/ Australia/ UK / UAE /..... as detailed above. I understand that Nihilent will incur substantial expenses towards processing the said Visa/ Work Permit/ICT / Critical Skills Work Visa. I am also aware that Nihilent will incur considerable expenses on my training for enabling me to work on overseas location and on my travel, lodging, boarding and other incidental expenses. In consideration, I hereby give the undertaking spelt out in the succeeding paragraphs.
2. I hereby undertake to provide all the documents required for obtaining the requisite Visa/Work Permit at the earliest possible or in the time frame as required by the Company.
3. I agree to travel overseas on issuance / grant of the Visa/ Work Permit/ICT/ Critical Skills Work Visa as mentioned above on any requirement by Nihilent for onsite work. I am aware that Nihilent will suffer losses in the event I refuse to go onsite after obtaining the Visa/ Work Permit/ICT/ Critical Skills Work Visa. I also hereby undertake that in case of refusal to go onsite on any such requirement by Nihilent or in case I separate from Nihilent after grant of the Visa/Work Permit/ICT/ Critical Skills Work Visa but before being deputed onsite, I shall be liable to pay Nihilent a sum of INR 50,000 or the actual amount equivalent to cover the Visa /Work Permit/ICT/ Critical Skills Work Visa processing charges whichever is higher. I therefore, authorize Nihilent to recover such amount against any dues payable to me by Nihilent.

4. I agree to treat any business and /or technical information, which I learn as proprietary and confidential. I further agree not to disclose such proprietary and confidential information to any third party for any reason unless previously approved in writing by Nihilent. Such business and technical information shall include without limitation all computer programs and programming, software products, services, code design, flow charts and any other work product (whether developed by Nihilent or obtained by/ from third parties), any business plans, customer lists, projects, resources, sales figures and other financial information.
5. I hereby agree not to accept any offer of employment from any client or business partner or vendor of Nihilent with whom I have handled assignments as an employee of Nihilent or which has been introduced to me by Nihilent respectively, during the period of my service contract with Nihilent. I further agree that, I shall not seek any employment or consultancy with the Nihilent /group companies or client or business partner or vendor directly or through any third party (i.e. Company/Consultant), with whom I have been introduced by Nihilent, for a minimum period of two (2) years from date of release from the client or date of release from Nihilent. I acknowledge that the restraints set out in this clause are reasonable as to subject matter, area and duration to protect the proprietary interests of Nihilent.
6. I hereby agree to execute and deliver to Nihilent without additional compensation and without additional expenses to me, any and all documents deemed necessary or desirable by Nihilent for the purpose of protecting or registering any such information developed by me and I also agree to disclose promptly to Nihilent and /or its client any and all ideas, designs, inventions, enhancements and other creations conceived or made by me which are in any way related to any information learned by me as a result of my assignment by my employer Nihilent with the client.
7. I agree to complete the work assigned to me by Nihilent with interest and in a most professional manner and to the complete satisfaction of the user and agree not to abandon the assigned work and leave the project site prematurely. In the event that I leave a particular project assignment prior to its completion and without the express written approval of Nihilent and the Client, I acknowledge that I will be liable to Nihilent and client for any costs and expenses for which it may be liable to either party as a result of my leaving a particular project

before its completion, including, but not limited to, any loss of business and / or lost profits incurred the client for which my employer Nihilent would be liable.

8. I agree not to seek any employment for my spouse or any other family member in the country to which I am deputed. I also commit that I shall not prospect or conduct any related type of business other than that on behalf of Nihilent, during the period of my employment with Nihilent. Further, I shall under no circumstances conduct business of any nature with any of the clients of Nihilent for a period of Two (2) years after the expiry of my employment with Nihilent. I also understand and agree to the fact that Nihilent will not permit either myself or my dependents who may join me onsite to seek immigration during my entire tenure abroad and if I breach this condition; I will be liable to be legally dealt with by Nihilent.
9. I agree to return back to India on completion of my assignment onsite and carry out further assignment at Nihilent's offshore office for minimum period of six months with a view to effect knowledge transfer, impart training and hand over skills / knowledge gained on the project executed onsite. In case I seek to separate from Nihilent, I shall do so only after fulfilling the above mentioned requirement and after serving my full notice period as mentioned in the Terms and Conditions of Service.
10. I and my family shall comply with all local Country laws, rules and regulations while on relocation to USA/ Europe / South Africa/ Australia/ UK / UAE / and I hereby undertake that any misdemeanor by me or my family such as unprofessional behavior, fraud, acts against the local laws etc during my travel overseas on deputation or whilst working at a Customer's location shall be at my sole cost, risk and consequence and NIHILENT shall not be bound by the same. I shall defend, indemnify and hold Nihilent, its directors, officers, employees and agents harmless against any claim whatsoever arising from such unprofessional acts, fraud, non compliance of laws, damage or destruction of property, including the resulting loss of use should there be any liability on Nihilent whatsoever arising on this count, I shall indemnify and keep harmless Nihilent, its directors, officers, employees and agents from and against all claims, actions, liabilities, losses, damages, injuries, costs and expenses. I understand that Nihilent may initiate disciplinary action against me as deemed necessary, for any such breach mentioned herein.

11. In case I commit a breach or fail to comply with or commit any default of any one or more of the obligations and / or covenants as agreed hereinabove, I agree that the Company will suffer losses and damages by such breach or failure and such losses and damages are pre-estimated and mutually decided between me and Nihilent to be US \$ 25,000 or equivalent currency and I agree to pay the same to Nihilent on demand as liquidated damages. I further agree that the said amount of US \$ 25,000 is a minimum agreed amount and is without prejudice to the rights of the Company to claim any further or other amounts as compensation for the losses and / or damages suffered by the company due to the associate failure and / or breach and / or default.

I have read, understood and agree to the above.

Name

Associate ID

Permanent Address.....

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Email Address.....

Contact Number.....

Signature

Date:

Details of Witness:-

Name

Designation

Signature

Date: