

SERVICE AGREEMENT

THIS AGREEMENT, made at _____ on this ____ day of _____ Month of _____
Year by and between:-

HCL Technologies Ltd., a company incorporated under the Indian Companies Act, 1956, and having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi -110019 and corporate office at Ambattur 6 & South Phase, MTH Road, Sidco Industrial Estate, Chennai, Tamil Nadu - 600058, (herein after referred to as "*HCLT/the Company*", which expression shall include its group company/affiliates/subsidiaries/JVs/partner companies, successors and assigns) of ONE PART;

AND

_____, S/O,D/O _____
_____, presently residing at _____
_____, and Permanent address
being _____

(hereinafter referred to as the "*the Employee*", which expression shall include his heirs, successors, assigns, and representatives) of the OTHER PART;

WHEREAS:

- A. HCLT is a leading IT company which provides various services such as software-led IT Solutions, Remote infrastructure management, Research and development, and Business Process outsourcing (BPO) services worldwide and offers a world class *hands on Specialized Training* ("*hands on Specialized Training*" / "*Training*") to select few deserving candidates which is aimed at their holistic development and multi-dimensional professional growth. The Training is offered completely free and on 'No Fees/Consideration Basis' to the candidates. The aforesaid Training has been meticulously conceptualized for which HCLT has invested huge amount of time, money and utilized best of the experienced professionals & mentors across multiple domains and industries. The Training is targeted to equip the candidates with the latest technical, professional and quality skills for enhancement of their professional skillset & knowledge base not only relating to computer systems. IT environments, but also assist them in enhancing their career prospects and improving their soft skills with complete focus on development of overall personality, productivity and competence.
- B. The Employee, post successful completion of TechBee training program imparted by HCL Training Staffing and Services Ltd, was provided with an opportunity to get himself/herself enrolled with HCLT's "*hands on Specialized Training*" program;
- C. The Employee acknowledging the unmatched benefits of the "*hands on Specialized Training*" which will enrich his experience and amass greater skill & knowledge, voluntarily enrolled himself/herself for the aforesaid On the Job Specialized Training in for a period of _____ Months, i.e. from _____ to _____ at _____. The Employee also understood that the benefits of the knowledge, skills and experience gained during the Training period are not restricted to the current employment but can be fully utilised in his future assignments and employments across globe;

- D. HCLT, for the purpose of imparting the said “*hands on Specialized Training*” had issued a letter of internship dated _____ (“LOI”) to the Employee. As committed by HCLT vide the said LOI, the Employee didn’t incur any expenses for the aforementioned Training program and the Company, at its own expenditures and costs, made all the arrangements for training the Employee, without charging any fees/consideration from him/her. Besides, HCLT has also paid an amount of Rs. 10,000/- to the Employee as monthly stipend towards his out of pocket expenses for the entire duration of the Training program;
- E. Now post successful completion of “*hands on Specialized Training*”, the Employee was offered job of _____ vide offer cum appointment letter dated _____, which has been willfully accepted by the Employee;
- F. In furtherance of the agreed terms & conditions of the LOI dated _____ w.r.t. “*hands on Specialized Training*” issued by HCLT followed by successful completion of the “*hands on Specialized Training*” program by the Employee and later, acceptance of the job offer from HCLT to the Employee, the parties agree to the terms as contained hereinafter.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1. The Employee affirms and acknowledges that by virtue of the aforementioned “*hands on Specialized Training*”, he/she has immensely benefitted in enhancing his/her skills & knowledge relating to computer systems / environments, the purview of which is not confined to any particular business engagement/ process, but to the long-term career growth in India or across globe, here with the Company and in future with other organizations. The Training has also helped the Employee to work on and improve his soft skills.

The Employee further understand and agrees that while undergoing “*hands on Specialized Training*”, the Company not only provided with specialized knowledge and develop his/her professional skills without any fees/consideration, but has also exposed its confidential/proprietary information, trade secrets etc., which is not available to the public at large. Also, during the employment, the Employee will have access to Company’s or group Company’s confidential information, trade secrets etc. As such, it is extremely reasonable for the Company to expect the Employee to disseminate the said knowledge and skills acquired through highly specialized training in Company’s ongoing projects and also, benefit the Company. In view of the same and in lieu of the said highly specialized training from HCLT, which was provided without any fees/ consideration, the Employee has willfully and out of his free consent has agreed to be associated and serve the Company

1. for a reasonable period of 36 Months commencing from the effective date of the employment, which term would further assist him/her in polishing his skills and attaining relevant job experience.

2. During the employment the Employees agrees as under: -

a) *not to take employment or obtain work, in any capacity or under any designation, with any other person, firm or company, whether in India or else-where, for consideration or otherwise;*

b) *to serve the Company or any of the Company’s sister concerns diligently and efficiently during the bond period;*

c) to refrain from absenting himself without reasonable cause during entire period for which he is stipulated herein as having to work for the Company;

d) to ensure that during such period, for which the Employee is envisaged herein as having to work for the Company, or any of the Company's sister concerns, he/she does not misconduct himself, or commit any act subversive of discipline, or otherwise misbehave in such a manner, as would reasonably be construed as giving the Company, or any of the Company's sister concerns as the case may be, cause for terminating him from training and/or his services;

3. The Employee agrees that during such period for which he/she is required under the terms of this Agreement to serve either the Company, or any sister concern of the Company, if he/she makes any discovery or invention which is in fact an improvement in design or manufacture of any of the products which the Company manufactures or markets, or if he makes any discovery or invention whatsoever, relating to the products which the Company concerns itself with, the same will be deemed to have been done for the Company, and will in fact belong to the Company, and shall be patented as such. If the Candidate tries to contravene the specific terms of the contract in this regard, the Company may take recourse to such legal remedies as may be available to it under the law.
4. In the event of the Employee committing breach of any of the terms and conditions contained in Clauses 2 and 3(a) to 3(d) hereinabove including failure to serve the Company for the agreed period of 36 months post completion of "*hands on Specialized Training*" as was imparted by HCLT without charging any fees/consideration, the Employee shall, within 7 days from the receipt of notice from the Company pursuant to commission of said breach, pay to the Company by way of damages, the liquidated sum of Rs. 2 Lakh (Rupees Two Lakh only). This amount represents the reasonable estimate of the cost incurred by the Company and has been calculated after taking into consideration the grave and irreparable damages and losses arising from discontinuity of service, disruption of work and plans, special damage to delayed projects, loss of the Company's reputation and damage to work force morale, expenses of replacing the Employee, costs of imparting the training, travel expenses, lost opportunities of business and all other incidental expenses of imparting training to the Employee, incurred directly and indirectly by the Company and shall not be considered as a penalty for the breach of the Agreement. It is further clarified that the aforesaid is in addition to any other remedy, viz., preliminary and permanent injunctive and equitable relief that the Company may pursue upon occurrence of the breach by the Employee.
5. Without prejudice to the generality of the foregoing, a breach of this Agreement will include:
 - (i) abandonment by the Employee of his service with the Company.
 - (ii) neglect or failure to report to the Company or as required by the Company/its officers;
 - (iii) failure or neglect to serve the Company for the Stipulated Period;
 - (iv) termination if found guilty of misconduct
6. In case of nonpayment or delay in payment, the sum referred in Para 5 above, the Employee shall be liable to pay interest @ 18% per annum on such sum for such delayed period.

7. The Employee acknowledges that the Company is concerned to secure its rights under the Agreement, and therefore, agrees to execute a promissory note favoring the Company, for the amount mentioned in Para 5 above, payable by him to the Company in the events envisaged in the said clause. The Employee also undertakes that he shall authorize the Company to offset amount as against the amount due to him at any point of time by the Company, or lying to his credit with the Company on any account whatsoever.
8. That the Employee will be required to comply with the provisions of any statute, rules or regulations of the country to which he may be sent for training as well as those of India and he shall keep the Company indemnified for any penalties which the Company is made to pay for his neglect and/or any violation of the provisions of any statute, rules or regulations and other applicable law.
9. The Employee agrees and undertakes to absolve the Company, its servants, and agents from any injury, loss or damage and accordingly agrees to indemnify the Company against all proceedings, suits, actions, claims, demands, costs and expenses whatsoever, which may be taken or made against the Company in respect of any injury (whether fatal or otherwise) to any person or damage or loss to any property, occasioned directly or indirectly by any act, omission or other default by the Employee during the period of ____ months.
10. It is agreed between the parties that other terms and conditions of service namely designation, emoluments, leave, duties and responsibilities, misconduct, termination etc. are contained in the appointment letter dated _____ and the same may be treated as a part and parcel of this Agreement.
11. That if the liquidated damages stipulated as being payable by the Employee to the Company in the events envisaged in Clause 5 above, are not paid by him within the time periods stipulated in the said Clause, or if any one of the said sums is not paid, or if any part of any sum is not paid, it shall be inferred that a dispute has arisen between the parties. In the event of such dispute arising or in the event of there being any dispute between the parties as to nonpayment, or as to the interpretation of any term of this Agreement, or there being any dispute as to the rights and liabilities of the parties under this Agreement, the same shall be referred to the sole arbitration of a person to be nominated and appointed by the Company. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, or any of its statutory reenactments or amendments. The venue of the arbitration shall be at New Delhi, and the courts at New Delhi alone shall have the jurisdiction over this Agreement. The arbitration proceedings shall be conducted in the English language.
12. In the event that any provision of this agreement shall prove to be invalid, illegal or enforceable in whole or in part for any reason, such provision or part thereof shall be severable from the remaining provisions and part shall continue in full force and effect and shall be enforceable notwithstanding such invalidity, illegality, or unenforceability.
13. This Agreement or any its provisions can only be modified in writing signed by both parties.

14. This Agreement may not be assigned by the Employee to any person. Any attempted assignment shall be void.

15. This Agreement may be terminated and shall have no effect in the circumstances as below:

- (i) Death of the Employee before expiry period of 36 months; or
- (ii) Notice of waiver by the Company in writing

16. All communications between the Employee and the Company, shall be deemed to have been effectively served if addressed to the following addresses:-

Employee's Address: _____

Company's Address: 806 Siddhartha, 96 Nehru Place, New Delhi – 110019.

The Employee undertakes the responsibility to inform the Company of any changes in his address for correspondence.

In witness whereof the parties hereto set unto this deed their hands, at the place, on the day, month and year first mentioned.

For HCL TECHNOLOGIES LTD.

EMPLOYEE:

(Authorized Signatory)

WITNESS

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

PROMISSORY NOTE TAKEN FROM EMPLOYEE

Place: Chennai

Dated:

On demand I _____ S/O,D/O _____,
Resident of _____
promise to pay M/s HCL Technologies Ltd. at its Registered Office at 806, Siddharth, 96, Nehru Place,
New Delhi- 110019 or ORDER the sum of **INR 2 Lakh** for the value received together with interest @
18% per annum from the date of demand.

**Affix Revenue
Stamp Re.1.**

Please note: Employee to sign across the revenue stamp affixed above.