

AGREEMENT

THIS AGREEMENT, made at Pune on this 12 day of Sep 2022 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 -110 019 and Chennai office at 37, Greams Road, PM Towers, Chennai - 37 (hereinafter referred to as the “Company”, which expression shall include its successors and assigns) of the first part.

AND

Uplanchwar Shriniwas Shankar (51971981) presently residing at A 523 Gajanan Society, Modi Ganpati, Narayan Peth Pune Maharashtra Pune and permanent address being S/O SHANKARRAO UPLANCHWAR, GHAR NO-22,RAHANAR IRRIGATION COLONY, MUDKHED,Mudkhed Employee Code being 51971981, (here in after referred to as the “Employee”, which expression shall include heirs, successors, assigns, and representatives) of the second part.

1. That the Employee has successfully completed the certification course, namely AVS Certification.
2. That the Company agrees to reimburse the entire Certification fees of Rs. 9904.00 /- (Rupees Nine Thousand Nine Hundred Four Only) incurred by the Employee for pursuing the aforesaid Certification.
3. That in consideration of the said monies/expenses incurred by the Company on behalf of the said Employee, the

Employee's Signature

Employee shall serve the Company or at the Company's discretion any of the Companies affiliates/group companies for a period of 12 months from the date of clearing the certification exam which is 23 day of July 2022 , at such locations across the world as may be determined by the Company. Further, the employee shall faithfully, diligently serve the Company and shall exert himself to the best of his skill and ability for furthering the interests of the Company and shall not misconduct himself, or commit any act subversive of discipline, or otherwise misbehave in such a manner, as would reasonably be constructed as giving the Company any cause for terminating his services.

4. In the event of the Employee committing any manner of breach of any of the terms and conditions explicitly stated in this Agreement including Clause 3 hereinabove, the Employee shall be liable to the Company by way of damages, the liquidated sum of Rs. 9904.00 /- (Rupees Nine Thousand Nine Hundred Four Only), an amount which is a 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 to the Company's reputation and damage to work force morale, expenses of replacing the Employee and all other incidental expenses, incurred directly and indirectly by the Company with respect to the above Employee for pursuing the Certification and shall not be considered as a penalty for the breach of the Agreement.

5. In the event of Employee failing to pay the damages as stated in Clause 4 hereinabove, the Company shall be authorized to recover the amount outstanding from his salary & full and final settlement amount and/or by way of recovery suit, which shall be without prejudice to any other right of the Company.

6. This Agreement constitutes the entire agreement and understanding between the Company and the Employee relating to the subject matter hereof and supersedes all prior agreements and discussions in this regard. No modification of or amendment to this Agreement shall be valid unless signed by both the Parties. No waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

7. This Agreement shall be governed by laws of India. Any dispute arising out of or in relation to this Agreement shall be referred to binding arbitration of a sole arbitrator appointed by the Company. Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 including any modification or re-enactment thereof in force from time to time. The language of arbitration shall be English and venue shall be New Delhi. Parties submit to exclusive jurisdiction of Courts in Delhi.

IN WITNESS WHERE OF, the parties here to have duly executed these presents on the date, month and year first above mentioned.

Employee's Signature

For HCL Technologies Ltd.



AUTHORISED SIGNATORY

Signature:

Name:

(EMPLOYEE)

Employee Code:

WITNESSES

1. SIGNATURE:

NAME:

E-CODE:

ADDRESS:

Employee's Signature