



दिल्ली DELHI

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SERVICE AGREEMENT

THIS AGREEMENT, made at New Delhi on this N day of 2008 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 (herein after referred to as 'the Company', which expression shall include its successors and assigns) of the first part;

AND

ABC S/o XYZ, presently residing at XXX and Permanent address being ZZZ (hereinafter referred to as the 'The Employee', which expression shall include his heirs, successors, assigns, and representatives) of the second part;

AND

LMN S/o XYZ, resident of YYY, (hereinafter referred to as 'The Guarantor', which expression shall include his/her heirs, successors, assigns and representatives) of the third part.

WHEREAS The Company is engaged in the business of information technology & related services which includes, inter alia, computer consulting and application development & maintenance services, satellite communication, networking of computers structured cabling e-secure solutions and related communication solutions.

AND WHEREAS The Company in order to meet its business requirements, requires specialised resources and as such endeavours to train its personnel in the best possible manner, and equip them with the latest and the most modern technology, and for the purpose also arranges with leading organisations worldwide and with reputed organisations in India, to provide relevant specialised training to the said personnel;

AND WHEREAS The Employee has been appointed to join the services of The Company with effect from and acknowledges, agrees and confirms that need for specialised training of a proprietary nature relating to computer systems / environments (hereinafter referred to as "Specialised training") has been made known to him and that the Company has explained to the Employee at the time of his appointment the nature of such training which will be imparted, and the Employee confirms that the same will improve his work performance;

abc

Employee's Signature

lmn

Guarantor's signature

AND WHEREAS The Employee acknowledges and agrees that the Specialised training:- (i) are proprietary to the Company and/or its licensors, suppliers or customers and has been made available to the Employee under specific terms and conditions including the conditions that such training and the confidential information gained thereunder be used solely for the purpose of supporting The Company and its customers, and that the breach of any of such conditions would cause grave and irreparable harm to the Company or its suppliers or customers or licensors and would consequently entail severe and adverse implications for the Company; (ii) entail considerable expenditure and efforts on the part of the Company; (iii) is dependant on the business relationships, market reputation, business credibility, extensive infrastructure and capabilities established and maintained by the Company which includes inter alia, software training facilities, development centres in India, overseas offices, legal and contractual efforts, travel costs and arrangements, banking facilities arrangements for pay-roll and reimbursement of living away from home expense, support and supervision from various technology and specialist groups based at the Company's office, investment in methodology, technology, procedures; and (iv) is predicated upon, amongst other things, the initial, ongoing and project specific training (if any) provided by the Company.

AND WHEREAS The Company has agreed to impart the Employee with the Specialised training, and has further agreed to make all the arrangements, and incur the necessary expenditure that would be entailed, provided the Employee undertakes to serve, either the Company, or any other company in the same group (as intimated to him by the Company), for the Stipulated Period as provided in this Agreement;

AND WHEREAS The Company also requires that a financially sound person, being a major and an Income Tax payer, and being a relative of the Employee, guarantees to it, the due performance and observance by the Employee, of the terms and conditions of the Agreement being entered into between the Employee and the Company in this regard, and the Employee has agreed to the same;

AND WHEREAS The Guarantor, who has reached the age of majority and is an Income Tax payer, and is a relative of the Employee, is willing to guarantee to the Company, the due performance and observance by the Employee, of the terms and conditions of the instant Agreement being executed between the Employee and the Company;

AND WHEREAS The Employee represents and acknowledges that he has read and understood the contents of this Agreement in its true context and meaning and has given his free consent to accept the terms and conditions set forth herein, which have been duly explained to him in its true meaning and, that he is executing this Agreement voluntarily and is intended to be legally bound by the instant Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1. That the Company agrees to arrange the Specialised training, at the premises of the Company (or at any other place that may be deemed fit) in India or abroad, initially for a period of **18 Months** (including travel time if any), or such other and further period, or such shorter period than the aforesaid period, as the Company may deem fit and necessary. It is expressly agreed that during the training period, the Employee shall continue to be in the employment of the Company.
2. This Agreement shall come into effect from the date of commencement of the Specialised training ("Effective Date").
3. The Employee shall, serve the Company or any of its Group Company, (as intimated to him by the Company) for a period of at least **18 Months** commencing from the Effective Date (hereinafter referred to as "The Stipulated Period").
4. During the Stipulated Period, for which it has been made incumbent upon the Employee to serve the Company or any of its Group company, The Employee undertakes: -
 - a) to work and study with all due care, industry and diligence and to the best of his ability and abide by and conform to all the rules and regulations and conditions in regard to training hours, holidays, discipline and other conditions of service and/or training of the Company or any directions given to him by any officer authorised by the Company.

abc

Employee's Signature

lmn

Guarantor's signature

- b) not to take, accept or solicit any employment or obtain work, in any capacity or under any designation, with any other person, firm or company, including clients and customers of the Company or any of its Group Company, whether in India or else-where, for consideration or otherwise;
 - c) to serve the Company or any of its Group Company diligently and efficiently during the Stipulated Period;
 - d) to refrain from absenting himself from work without reasonable cause, during the Stipulated Period;
 - e) to ensure that during the Stipulated Period for which the Employee is envisaged herein to work for the Company or any of its Group Company, he 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 its Group Company, as the case may be, cause for terminating his services;
 - f) not to part with and/or disclose confidential information, trade secrets etc, pertaining either to the Company, or any other Group Company, which the Employee may gain access to during the Stipulated Period;
 - g) not to leave, abandon (except due to death) or resign from the services of the Company in breach of this Agreement;
 - h) that on the completion of the training, the Employee shall resume work in his existing pay and service conditions i.e.; such conditions as existed prior to the commencement of the training, with immediate effect.
5. The Company reserves the right to itself to modify or vary the contents, place and/or period of the training, without assigning any reason whatsoever.
6. That in the event of the Employee making any discovery or invention relating to any improvement in design or manufacture of any of the products which the Company manufactures or markets, or relating to any improvement in the method of know-how during the Stipulated Period, the same will be deemed to have been done for and on behalf of the Company, and will be the property of the Company.
7. The Company shall have the right to terminate the employment of the Employee at any time during the Stipulated Period and/or during the subsistence of this Agreement, if he is found guilty of any misconduct, after giving the Employee due notice and providing him with an opportunity to tender a written explanation and personal hearing. If the Employee is found guilty of misconduct and is dismissed and/or discharged from employment in that event the Employee shall be bound by Section 8 and 9 hereinbelow.
8. It is agreed between the parties that in the event of a breach by the Employee the Company shall be entitled to invoke a remedy for the said breach in India. This remedy is in addition to any other remedy, viz., preliminary and permanent injunctive and equitable relief that the Company may pursue where the breach occurred. Further, it is agreed by and between the parties to the instant Agreement that in the event of the Employee committing any manner of breach of any of the terms and conditions explicitly stated in this Agreement, The Employee and Guarantor shall be jointly and severally liable, to the Company by way of damages, the liquidated sum of 125000, 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 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 hereby further agreed that if in the event the amount actually spent by the Company on such training exceeds the said liquidated sum, the Company shall recover from the Employee the amount actually expended by it including the costs, if any. The said amount is payable within seven (7) days of the event giving cause to claim damages in terms of the breach of this Agreement. The amounts specified in this Section shall constitute a debt from the Employee to the Company.

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 in accordance with Section 7 hereinabove.

abc

Employee's Signature

lmn

Guarantor's signature

9. In case of non payment or delay in payment beyond aforesaid 7 days, the sum referred in Para 7 above, the Employee shall be liable to pay interest @ per annum on such sum for such delayed period.
10. It is hereby agreed by and between the parties hereto, in order to ensure the performance of the obligations of the Employee in the event of breach of this Agreement, the Employee shall furnish promissory note/surety in favour of the Company, for the amount mentioned in Section 8 above, payable by him to the Company in the event envisaged in the said Section. The Employee also undertakes that he shall, vide a communication issued for the purpose, authorise the Company to offset, 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.
11. The Employee agrees that a statement of account of the money spent or advanced or incurred or paid by the Company, for and on behalf of the Employee, when signed by any officer of the Company, shall constitute conclusive proof of the payment thereof, and shall be binding upon, the Employee.
12. In addition to the terms of Section 8, above, the Guarantor binds himself personally to pay the Company any and all money due to it from the Employee with regard to the liquidated damages accrued within 30 days of the said amount demanded by the Company, failing which, the Company shall have the right to recover the same from the assets of the Guarantor.
13. That if the liquidated damages stipulated as being payable by the Employee to the Company in the event envisaged in Section 8 hereinabove, are not paid by him within the time period prescribed in the said Section, or if any one of the said sum is not paid, it shall be inferred that a dispute has arisen between the parties and the same shall be resolved in accordance with Section 21 hereunder.
14. Notwithstanding the termination of this Agreement, it is agreed by the Employee that he shall not join the employment of any of the company(s), firms or organisation or entity which/whose business is directly/indirectly in competition with the business as that of the Company(s), firms or organisations or entities which has been or are customers of the Company. This Section shall be applicable for a period of **18 Months** after the cessation of the Employee's employment with the Company for any reason whatsoever. Both the Employee and the Company agree on the necessity of barring the subsequent employment of the Employee with any of the organisations who are in the competing business as that of the Company.
- For the purpose of this Agreement, competitor/competition means any company, firm, organisation or entity or person who is engaged or intends to engage in one or more of the same or similar business activity as of the Company.
15. The Company reserves its right to approach the Court of appropriate jurisdiction to seek injunction, restraint orders or other interlocutory relief against the Employee with a view to restrain him from committing breach of this Agreement.
16. 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.
17. The Employee agrees and undertakes to absolve the Company, its servants, and agents from any injury, loss or damage which the Employee may sustain (whether or not by any act or omission or neglect of the establishment wherein he is undertaking the training and experience) during the Stipulated Period. The Employee further 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 Stipulated Period.

abc

Employee's Signature

lmn

Guarantor's signature

18. 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 dd.mm.yy and the same may be treated as a part and parcel of this Agreement.
19. It is agreed and declared that any changes, modifications or variations in the terms and conditions stipulated herein, or any mutual termination of this Agreement, shall be effective and binding on the Company only, if all such changes, modifications or variations or mutual termination are confirmed and accepted in writing by the signatory on behalf of the Company of the Agreement in question and failing him by duly constituted attorney of the Company for the time being.
20. The Agreement shall be subject to Indian Law.
21. All disputes between the parties arising pursuant to or under this Agreement, including disputes relating to non-payment of any amount due and payable by the Employee to the Company under or pursuant to this Agreement, or any dispute 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 Arbitration of a sole Arbitrator to be appointed by the Company and such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996 and/or any modification or amendment thereto. The Employee or the Guarantor shall not take any objection in regard to the appointment of the sole arbitrator. The venue of arbitration shall be New Delhi, and Courts at Delhi alone shall have the exclusive jurisdiction in proceedings to enforce this Agreement. The arbitration proceedings shall be conducted in the English language.
22. In the event that any provision of this agreement shall prove to be invalid, illegal or unenforceable in whole or in part for any reason, such provision or part thereof shall be severable from the remaining provisions and part and the relevant provision or part shall continue in full force and effect and shall be enforceable notwithstanding such invalidity, illegality, or unenforceability.
23. This agreement may not be assigned by the Employee to any person. Any attempted assignment shall be void.
24. This Agreement may be terminated at the instance of the Company and shall cease to have effect in the circumstances as below:
(i) Death of an Employee before expiry of Stipulated Period, or
(ii) Notice of waiver by the Company in writing
25. 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: ZZZ

Company's Address: 806, Sidhartha 96, Nehru place, New Delhi – 19

Guarantor's Address: YYY

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

abc

Employee's Signature

lmn

Guarantor's signature

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: *abc*

(Authorized Signatory)

GUARANTOR: *lmn*

WITNESS

1. Signature: *rrr*
Name : *RRR*
Address : *TTT*
2. Signature: *sss*
Name : *SSS*
Address : *UUU*

abc

Employee's Signature

lmn

Guarantor's signature

SIGNATURE VERIFICATION OF GURANTOR

LMN , resident of **YYY** is maintaining a Saving / Current / Fixed Deposit Account No. ##### with our bank .The Specimen signatures of **LMN** are verified herein below, as per the records of the bank.

Address: YYY

lmn

(Specimen Signature)



Signature: *qqq*
Seal of the Officer of the bank

Date: dd.mm.yy

Place: Noida

abc

Employee's Signature

lmn

Guarantor's signature

PROMISSORY NOTE TAKEN FROM EMPLOYEE

Place: Noida

Dated: dd.mm.yy

On demand I **ABC** s/o **XYZ**, Resident of **ZZZ** 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 **1,25,000** for the value received together with interest @ per annum from the date of demand.



Employee Name : **ABC**

Father's Name : **XYZ**

Address : **ZZZ**

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

abc

Employee's Signature

lmn

Guarantor's signature

PROMISSORY NOTE TAKEN FROM GUARANTOR

Place: Noida

Dated: dd.mm.yy

On demand I, **LMN**, s/o XYZ, resident of YYY 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 **1,25,000** for the value received together with interest @ per annum from the date of demand.



Guarantor Name: **LMN**

Address: **YYY**

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

abc

Employee's Signature

lmn

Guarantor's signature

Date: dd.mm.yy

From,

To,
HCL Technologies Ltd.

SUB : Training Program

Dear Sir,

I, **ABC**, s/o **XYZ**, resident of **ZZZ** designated as Graduate Trainee hereby express my desire to be sent for training that would make use of my prowess, so as to enrich my experience, and amass greater skill and knowledge, and eventually use the same in the furtherance of the business of the company.

I am aware that such an opportunity if granted would considerably enhance my career prospects, and I am desirous of enhancing the same.

I am also aware that for sending me for training a considerable amount is to be spent by the Company, for which I assure that, I will serve HCL Technologies Ltd. at least for **18 Months** commencing from the date of the commencement of the training and shall utilize the skill and knowledge I gathered during the training, in high standard for the benefit of the Company only.

Thanking you,
Yours faithfully,

Signature : **abc**

Name: **ABC**

Employee Code No. :

abc

Employee's Signature

lmn

Guarantor's signature

Date: dd.mm.yy

To,
The Trustee
Hindustan Instruments Limited Employees Provident Fund Trust

Sir,
I have been benefited by sponsoring for training in HCL Technologies Ltd. (hereinafter referred to as Company). In accordance with the terms of the agreement dated ~~executed by undersigned~~ with the HCL Technologies Ltd., I hereby authorize the Trustee of the P.F. Trust, to pay on demand by the HCL Technologies Ltd. all my accumulations to HCL Technologies Ltd. in accordance with the terms of said agreement.

The compliance of above by the Trust shall relieve the Trust of all the obligations and duties towards settlement of my account.

The above authorization is irrevocable and final.

Thanking you,
Yours faithfully,

Signature: *abc*

Name :ABC

Employee Code No. :

abc

Employee's Signature

lmn

Guarantor's signature

D.P. Note Delivery cum Waiver Letter

To,
HCL Technologies Ltd.
806, Siddharth,
96, Nehru Place,
New Delhi- 110019

Dear Sir,

Please take delivery of the accompanying DEMAND PROMMISSORY NOTE dated .for **1,25,000** made by me in favour of HCL Technologies Ltd. having its Registered Office at 806, Sidharth, 96, Nehru place, New Delhi-19. This is pursuant to the terms agreed vide the Service Agreement dated .

I do hereby also waive my rights of the presentment of the aforesaid Demand Promissory Note. I further request you to note that I dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by me the HCL Technologies Ltd. is at liberty to give time for payment to me without discharging me from liability.

The said Demand Promissory Note shall operate as a continuing security to you to be enforceable for the repayment of the ultimate balance or all sums remaining unpaid under the said arrangement / Loan facility (ies) now or hereafter; and I am to remain liable on the said Demand Promissory Note notwithstanding the fact that by payment made into the account of the / Loan from time to time, the said Loan facility (ies) may from time to time be reduced or extinguished or even that the balance of the said account(s) may be at credit.

Thanking You
Yours faithfully

Signature : **abc**

Employee Name : **ABC**

Father's Name : **XYZ**

Address: **XXX**

Place: Noida

Date: dd.mm.yy

abc
Employee's Signature

lmn
Guarantor's signature

D.P. Note Delivery cum Waiver Letter by Guarantor

To:
806, Siddharth
96, Nehru Place
New Delhi-110019

Dear Sir,

Please take delivery of the accompanying DEMAND PROMMISSORY NOTE dated for **1,25,000** made by me in your favour of having its Registered Office at 806, Siddharth, 96, Nehru place New Delhi-19. This is pursuant to the terms agreed to vide Service Agreement dated

I do hereby also waive my rights of the presentment of the aforesaid Demand Promissory Note. I further request you to note that I dispense with a notice of dishonour in terms of Section 98(a) of the Negotiable Instruments Act, 1881, and that in the event of payment not being made on demand by me the HCL Technologies Ltd. is at liberty to give time for payment to me without discharging me from liability.

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Thanking You
Yours faithfully

Signature: **lmn**

Guarantor Name : **LMN**

Father's Name : **XYZ**

Address : **YYY**

Place: Noida

Dated: dd.mm.yy

abc

Employee's Signature

lmn

Guarantor's signature