

SERVICE AGREEMENT

This Service Agreement (AGREEMENT), made at Mumbai (place) on this **day of**
10/03/2022 (DD/MM/YYYY) 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 A-10 & 11, Sector-3, Noida (UP) (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

Vignesh Gupta S/O,D/O Munni Gupta presently residing at
B/07, Sai Rajya 'B' bldg., Shridi Nagar, Bhayander (E), Thane 401105 and Permanent address
being B/07, Sai Rajya 'B' bldg., Shridi Nagar, Bhayander (E), Thane 401105 (hereinafter
referred to as the "*the Employee*", which expression shall include his heirs, successors, assigns,
and representatives) of the OTHER PART;

The term HCLT/Company and Employee *interest* may individually be referred as Party and collectively as Parties

Employee's Signature

WHEREAS:

- A. The Employee has voluntarily enrolled itself for a work integrated program named **BCA** over **3 years** (Jan22-Jan25) in terms of the Company's policy named **Higher Education Policy for Tech Bees India**.
- B. The Company in terms of the said Policy and with the intent of equipping the Employee with latest technical skills & knowledge, the benefits of which are not limited to current employment but can be fully utilised in his future assignments and employments across globe, agreed to fund an amount of **INR 90,000** out of the total fees of **INR 1,80,000** towards the aforementioned Program;
- C. The Employee after acknowledging the unmatched benefits of the Program followed by partial funding of the Program fees by the Company, he/she has willingly signed a Consent Letter dated 10/03/2022 (DD/MM/YYYY)
- D. The Employee recognizes and admits that curriculum studies pursuant to the Program while continued to be employed with Company, will not only amass him/her greater skills & knowledge, but will also enrich him/her with unparalleled practical experience, which will assist him/her multidimensional growth of his/her career irrespective of the company across globe;
- E. The Parties in accordance with the Policy and the Consent Letter are now voluntarily agreed to the terms of this Agreement as are detailed hereinafter.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1. The Employee affirms and acknowledges that by virtue of the Program, he/she will be immensely benefitted w.r.t. enhancement of 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.
2. The Employee further understands and agrees that while undergoing the work integrated program, the Company will not only support Employee in gaining specialized knowledge and develop his/her professional skills, but will also expose 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.
3. The Employee in lieu of funding of the Program by the Company including aforementioned invaluable benefits, has agreed to be associated with the Company & render its services for a period of **24 months** from the date of completion of this work integrated Degree course. The Employee acknowledges that during the aforesaid period, he/she will not only be disseminating the knowledge & skills acquired through Program in Company's ongoing

Employee's Signature

projects, but will also assist him/her in refining its technical skills by application of curriculum studies of the Program to his routine work.

4. 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, affiliate Company diligently and efficiently during the work integrated course & above stipulated bond period;

c) to refrain from absenting himself without any 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 will 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/her from services;

5. 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.

6. In the event of the Employee committing breach of any of the terms and conditions contained in Clauses 3 and 4(a) to 4(d) hereinabove including failure to serve the Company for the agreed period of **24 months** post completion of the work integrated program or decides to leave, compel the organizations to terminate his/her service from the organization during the period of enrolment, he/she will also have to necessarily drop out of the course. The remaining terms and conditions of signed Service Agreement will be binding. Higher education allowance payout will also cease to continue. Further, the amount paid on behalf of the candidate to Institute/ University will be recovered by HCL in the Full and Final Settlement,. 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 **1,40,000** (One Lakh forty thousand). 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

Employee's Signature

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 supporting the work integrated program, travel expenses, lost opportunities of business and all other incidental expenses of supporting the work integrated program 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.

7. 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
8. In case of nonpayment or delay in payment, the sum referred in Para 6 above, the Employee shall be liable to pay interest @ 18% per annum on such sum for such delayed period.
9. 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 6 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.
10. 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.
11. 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 **24 months**.

Employee's Signature

12. 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 12 Nov 2021 (DOJ) and the same may be treated as a part and parcel of this Agreement.
13. That if the liquidated damages stipulated as being payable by the Employee to the Company in the events envisaged in Clause 6 above, are not paid by him within the time periods stipulated in the said Clause, or if any one of the said sum 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.
14. 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.
15. This Agreement or any its provisions can only be modified in writing signed by both parties.
16. This Agreement may not be assigned by the Employee to any person. Any attempted assignment shall be void.
17. This Agreement may be terminated and shall have no effect in the circumstances as below:
 (i) Death of the Employee before expiry period of 24 months; or
 (ii) Notice of waiver by the Company in writing
18. 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: B/07, Sai Rajya 'B' bldg., Shridi Nagar, Bhayander (E),
Thane 401105

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 immediately.

Employee'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: **Vignesh R. Gupta**

(Authorized Signatory)

WITNESS

1. Signature:
 Name: Munni Gupta
 Address: Bhayander East, Thane 401105.
2. Signature:
 Name: Gudiya Gupta
 Address: Bhayander East, Thane 401105.

Employee's Signature

PROMISSORY NOTE TAKEN FROM EMPLOYEE

Place:

Dated:

On demand I Vignesh Gupta S/O,D/O Munni Gupta, Resident of Bhayander East, Thane 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 90,000** 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.

Employee Name: Vignesh Gupta

Father's Name: Ramnath Gupta

Permanent Address: B/07, Sai Rajya 'B' bldg., Shridi Nagar, Bhayander (E), Thane 401105

Employee's Signature