

29 Nov 2019

Mr. SHIVARAJ R
MG Palya Bommanahalli Bangalore

Dear SHIVARAJ R,

With reference to the discussions we had recently, we would like to confirm the agreement as under:

- You will be engaged as a “**Consultant**” with the CMS IT Services Pvt Ltd., a company incorporated under the companies Act, 1956 (which expression shall include its affiliates, subsidiaries, and other group companies, hereinafter referred to as “CMS”) & are expected to be available in the place of Service as instructed to you by the company from time to time as per the requirements.
- You will be paid a fixed consultancy fees of **Rs. 15000.00/-** per month subject to deduction of Government Levies as applicable, in consideration of entire services provided by you to CMS. Your payments shall be subject to the provisions of applicable Tax, the compliance of which shall be taken care by you. You shall submit invoices towards your proportionate fees for each month latest by 2nd of following month. The Company shall process payments for your all undisputed invoices within 15 days of receipt of respective invoices.
- The duration of this agreement is for a period of 1year commencing from **02 Dec 2019**. and ending on **01 Dec 2020**. Any extension thereof shall be at the sole discretion of the CMS. Your initial place of engagement will be at **Bengaluru**.
- This agreement can be revoked/ terminated by Company at its convenience by giving **one month prior written notice** to the Consultant without assigning any reasons in this regards. Consultant shall also be eligible to terminate the agreement by issuing one month prior written notice to the company assigning reasons of such termination. However in such case, the consultant shall be liable to complete the task assigned before the date of receiving such notice from Consultant by the Company. Company shall also be liable to pay the approved consultancy fees for the job done by him during the transition period. If the due notice is not given by the Consultant, an amount equivalent to the one month consultancy fees shall be set off/ adjusted/recovered by the company from the dues payable to the Consultant on any account for the insufficient part of notice period.
- You shall render your services at location. However you may be required to render services to any branch, division or department of the company in India.
- As a Consultant you will not divulge or make known any dealings, accounts, or any other information relating to the company's current and future business without the written consent by the company.
- In rendering your services you will strictly abide by and adhere to the instructions issued to you by the concerned Business Head.
- You will be responsible for safekeeping and return in good condition and order all our property / Documents, which may be in your use, custody and charge on demand, or at the termination of this Agreement, whichever shall come first.
- You are requested to mention your PAN No. & Service Tax No. if any on all claims/bills submitted to us.

- On completion / termination of this agreement, you will not join/ serve any Organization/ Company which are engaged in similar business directly or indirectly for a period of one year, without written consent from CMS IT Services Pvt Ltd.
- During your engagement with our Company any intellectual property which may arise out of this relation will exclusively belong to the Company.
- In the event you breaches, or threatens to breach any of the covenants expressed herein, the damages to the Company will be difficult to quantify; therefore, the Company may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling the Company from any other relief in either law or equity..
- You agrees that in carrying out his duties and responsibilities under this Agreement, you will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect; or (ii) would have the effect of causing the Company to be in violation of any laws, decrees, rules, or regulations in effect. Consultant agrees to notify the Company immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any entity or individual, relating to the subject matter of this Agreement.
- You shall indemnify and keep the company indemnified throughout the aforesaid period from any damage, loss, claim or action arising directly or indirectly through any act of commission or omission on the part of or by or through you.
- This Engagement is not assignable by you, whether by operation of law or otherwise.
- **Jurisdiction:** Any dispute between yourself and the Company must be resolved mutually. In case, the dispute is not settled mutually then the same can be settled in the exclusive jurisdiction of the courts at Mumbai only.
- It is hereby agreed and understood by and between the parties hereto that if any of the clauses herein above are held to be partially or wholly invalid this will not invalidate the entire agreement.
- You will be eligible for **12 (twelve) Leaves (One leave per month)** during this tenure and the same has to be approved by the management/reporting manager well in advance.
- This leave will not be considered for any encashment/carry forward and shall laps at the time of end of contract/ One Year

In token of your acceptance of the above mentioned terms and conditions of your engagement. Please sign and return the duplicate of this letter. We welcome you to our organization with best wishes for a successful career with us.

Please sign the duplicate copy of this letter as an acceptance of the above terms and conditions of the agreement.

Thanking you,
For CMS IT Services Pvt Ltd.,



Varghise k
Vice President – HR and Admin

Read and Accepted the Terms & Conditions of Employment

Consultant Name : _____

Consultant Signature : _____

Date : _____