

TRAINING BOND

This Agreement is entered into this 13th day of July 2020 between Tenece Professional Services Limited, a Company registered in Nigeria, having its registered office at 161a, Sinari daranijo Street, Victoria Island, Lagos (hereinafter called the 'Tenece') and Okoro Kingsley, having his address at ANKA, A-IHAMBA (hereinafter referred to as "Trainee") of the other part

WHEREAS

- A. Tenece carries on the business, inter alia, of a people and business capacity-development technology consulting in Nigeria including the provision of managed services for companies.
- B. Tenece intends to engage the services of contractual staff to provide software development services to its numerous clients, and the Trainee has indicated his interest to be recruited by Tenece to provide the Services.
- C. The Trainee lacks the necessary skills set in software development and have agreed to undergo an intensive six months training to be provided by Tenece to build proficiency in software development.
- D. The Trainee, upon completion of the training and meeting the requirements, may be engaged by Tenece on a contractual basis to provide services to Tenece clients.
- E. The Trainee, as part of the consideration for the training efforts and costs involved, has agreed to sign a bond for not leaving the services of Tenece for a minimum period of eighteen months from the date of concluding the training.

NOW THIS AGREEMENT WITNESSETH AS BELOW:

1. The Trainee acknowledges that substantial costs will be invested on him for training him specifically for effectively handling the job responsibilities and, any discontinuance before the expiry of the eighteen-month term would unfairly prejudice Tenece, and as such, the Trainee undertakes not to leave the services of Tenece, for any reason whatsoever, for a minimum period of eighteen months from the date of completing the training.
2. If the Trainee voluntarily leaves the services of Tenece before the expiration of the said period of eighteen months, he or she shall be required to re-pay the cost of training, N2,000,000 (Two Million Naira) on a pro-rata basis. Tenece shall reduce the value of the training bond at fixed intervals as the Trainee fulfils his or her obligation during the post-training period as outlined below:

LAGOS	ENUGU	ABUJA	GHANA
161A Sinari Daranijo Street, Victoria Island Lagos, Nigeria Tel: +234 1 2809897	Enugu Lifestyle and Golf City (Centenary City) Kilometer 7, Enugu/Port Harcourt Expressway Enugu, Nigeria Tel: +234 42 290055	60 Mississippi Street, Maitama, Abuja, Nigeria Tel: +234 803 3136 392	Azurebea Plaza American House-Mampeasen Road East-Lagon Accra, Ghana Tel: +233 574 653324

Employment Ending Within	Percentage of Repayment
Zero months to less than four months of completion of Training	100% of repayment
Five months to less than eight months of completion of training	75% of Pro-Rated
Nine months to less than thirteen months of completion of training	50% of Pro-rated
Fourteen months to less than eighteen months of completion of training	25% of Prorated

3. The Trainee shall not during the period of this agreement work directly or indirectly in any similar trade or business either as employer or partner or advisor or in any other capacity.
4. The Trainee shall be entitled to a monthly data subscription of N5,000 during the training period, and if shortlisted and engaged, shall be entitled to a monthly remuneration of N70,000 during the period of engagement.
5. The Trainee upon commencement of the training undertakes to complete the training; failure of which he or she shall repay the full cost of the training.
6. During the training, the Trainee undertakes that he or she will show diligence and attend all training without fail. Tenece Reserves the right to terminate the training if the Trainee fails to attend all the training.
7. The Trainee, during or at any time after the termination of this Agreement with Tenece, shall not disclose to anyone other than in the proper course of the Trainees' engagement any confidential information relating to Tenece unless required to do so by law. Confidential information includes (but is not limited to) training materials, financial information, commercial information, technical information, sales and marketing information, trade secrets, all forms of data and any other information whatsoever of confidential nature which is not in the public domain concerning the functions and business affairs of Tenece.
8. This Agreement (together with the Contract Agreement to be signed upon engagement) constitute the entire Agreement of the parties with respect to the subject matter and supersedes all prior agreements and understanding of the parties, oral and written, with respect to the subject matter.
9. Any dispute, controversies of claims relating or in connection with the existence, validity, interpretation or performance of this Agreement shall be determined by a court of competent jurisdiction sitting in Lagos, Nigeria.
10. If any of the provisions or any portion of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or portion thereof, and the rights or obligations of the Parties hereto shall be construed and enforced accordingly unless such invalidity or unenforceability is material in nature.

11. This Agreement and its performance shall be governed by and construed in accordance with the substantive laws of Nigeria.

12. In witness hereof, the parties have executed this Agreement on the day and date mentioned above.

For Tenece:


Name:

Name: OKORO KINGSLLEY

Title:

Title: Ms.

Signature:

Signature: 

Date:

Date: 13/7/2020

For Trainee

Witness: Rita Dailyman


Witness: Nwachukwu Emmanuel


Name: Miss Rita Dailyman

Date:

Title: Miss

Title: Mr

Signature: 

Signature: 

Date: 13/7/2020

Date: 13/7/2020