

TRAINING AGREEMENT

This Training Agreement ("**Agreement**") is made and executed on _____ at _____

by and between:

Mr./Ms. _____ S/D/o
Mr./Mrs. _____, having employee
id no _____, permanent resident of _____ and presently
residing at _____ (hereinafter referred
to as the "**Employee**");

And

Capgemini Technology Services India Limited, a company incorporated under the Companies Act, 1956 with its registered office at Plant 2, Block C, Godrej IT Park, Godrej & Boyce Compound, LBS Marg, Vikhroli West, Mumbai 400079, India (A Capgemini Group Company, hereinafter referred to as the "**Company**" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors and assigns);

The Employee and the Company are also referred to as the "**Party**" in the singular and as the "**Parties**" in the collective.

WHEREAS:

- A. The Company is an entity engaged in the business of providing Information Technology, software development and other related activities and for the purpose of attaining its objects, the Company requires Employee to be employed to further the business of the Company.
- B. The Employee has been offered employment with the Company vide an Employment Offer Letter and Exhibit 1 dated _____ (the "**Offer Letter**") issued by the Company to the Employee. The Employee has agreed to be bound by the terms and conditions in the Offer Letter.
- C. Pursuant to the terms of the Offer Letter, to meet the requirements of employment, the Employee is, as a condition of employment with the Company, required to undergo necessary and specialized training and/or on-the-job skill enhancement (under expert guidance) in software development and/ or related areas as necessary and/ or relevant to Employee's duties and responsibilities at the Company. Further, the Employee understands and has agreed that he/she is required to undergo and clear the mandatory 'Entry Level Certification Training Test' and/ or any other certification test as will be prescribed by the Company, in first attempt. The said training and on-the-job skill enhancement is hereinafter collectively referred to as "**Training**".
- D. The Company has a reasonable expectation that the Employee will apply on the job knowledge and skills learnt by him as a result of the Training, as well as share this knowledge with other employees, whenever possible, to maximize the positive impact of the skills learnt as part of the Training in their work environment.
- E. Considering the significant investment that Training represents, the Company seeks an assurance in the form of this Agreement, to ensure that the Employee will not resign or cause to terminate his / her employment with the Company before the cost of the Training is amortized. Accordingly, the Employee as such has agreed to continue employment with the Company for a minimum period as set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Employee confirms that the employment and Training are beneficial to the Employee and that the provisions of this Agreement are fairly and reasonably required for protection and preservation of the interest of the Company, and is not penal in nature.
2. The Employee agrees that the Agreement is necessitated on account of the fact that the Employee has to undergo Training at the Company's cost, expense and time to acquire necessary technical and professional skills required for discharging duties and responsibilities as an employee, and the Employee hereby agrees to undergo and accept the Training as arranged by the Company as per terms and conditions of the Offer Letter and this Agreement. The Employee acknowledges that the Training shall immensely benefit and assist the Employee not only in his/her job duties and responsibilities at the Company but shall also significantly enhance his/her career prospects, both at the Company and outside of it.
3. The Employee hereby acknowledges and agrees that the Training will entail significant expenditure to the Company, including but not limited to, computer time, instructor time, supervisory time, software costs, travel and accommodation, the setting up and maintenance of general and special facilities for Training as well as for on-the-job skill enhancements, apart from the Employee's recruitment costs and salary & benefits during period of Training. For the purposes of this Agreement, the Training costs and related expenses are estimated by the Company to be INR 200,000.00 (Rupees Two Lakh only) ("**Training Costs and Expenses**"), which is hereby accepted and confirmed by the Employee.
4. The Employee agrees that as part of the Training, the Employee will study with all due care and diligence to the best of the Employee's ability and abide by and confirm to all the rules and regulations, policies, Terms and conditions of the Company in regard to Training hours, holidays, discipline and other conditions of the employment and/or Training or any directions given to Employee by the authorized representatives of the Company.
5. The Employee further agrees that during the period of Training, the Employee will abide by the instructions of the authorized representatives of the Company under whom the Employee may from time to time be placed. The Company reserves to itself the right to modify or vary, the content and/or period of the Training, without assigning any reason whatsoever.
6. In consideration of the expenses incurred by the Company for the Employee's Training, enhancement of skillsets and other good and valuable consideration, the receipt of which is hereby acknowledged by the Employee, the Employee agrees to serve in employment of the Company for a minimum period of Twenty Four (24) months (the "Commitment Term") from the date of the Employee joining the Company as an employee ("Joining Date"). Even if the Employee commits an act or omission with the intent to deliberately cause the Company to terminate his/her employment ("Employment Cessation"), the Employee shall be deemed to be in breach of the above obligation and the Commitment Term.
7. The Parties agree that Commitment Term represents the minimum period by which the Training Costs & Expenses would be amortized by the Company.

8. The Employee is aware that the Company has employed the Employee in view of the Employee's commitment to remain in the Company's employment during the entire Commitment Term and signing of this Agreement. The Employee recognizes and accepts that the Company would be put to substantial disadvantage, inconvenience, loss, etc., in the event of the Employee not serving the entire Commitment Term.
9. Accordingly and notwithstanding anything to the contrary:
 - (i) in the event Employment Cessation occurs at any time but before completion of 12 months from the Joining Date, the Employee hereby agrees and undertakes to immediately reimburse to the Company the entire Training Costs and Expenses
 - (ii) in the event Employment Cessation occurs at any time after completion of 12 months but before completion of 18 months from the Joining Date, the Employee hereby agrees and undertakes to immediately reimburse to the Company 50% of the Training Costs and Expenses.
 - (iii) in the event Employment Cessation occurs at any time after completion of 18 months but before completion of 24 months from the Joining Date, the Employee hereby agrees and undertakes to immediately reimburse to the Company 25% of the Training Costs and Expenses.
10. The Employee's liability to reimburse the Training Costs and Expenses as per Clause 9 above is without prejudice to the Company's other rights that it shall be entitled to receive under law or equity. Additionally, the Employee's liability to reimburse the Training Costs and Expenses as per Clause 9 above shall constitute a debt owed by the Employee to the Company and shall be recoverable by the Company from the Employee with interest thereon calculated at 12% per annum till realization.
11. The Employee agrees that the Company shall at all times have lien over and the authority of deducting or appropriating towards the recovery of the Employee's liability to reimburse the Training Costs and Expenses to the Company, by way of salary, arrears of salary and all other types of remuneration and terminal benefits. Such a right of recovery shall be without prejudice to the Company's other rights that it shall be entitled to receive under law or equity.
12. The Employee further agrees to sign all such papers, documents, promissory notes, bank guarantee, undertakings and / or powers of attorney/letters of authority as the Company may require in this respect or under this Agreement.
13. The Parties further agree that this Agreement shall continue to be valid and in force even if the employment of the Employee ceases or is terminated at any time during the Commitment Term.
14. The Parties agree that (i) the failure to enforce any right against the Employee by the Company or (ii) any compromise made by the Company with the Employee for any violation of the terms in the Offer Letter, shall not constitute a waiver of the rights that the Company enjoys against the Employee under this Agreement or under the applicable laws.
15. It is hereby clarified that notwithstanding anything to the contrary, this Agreement shall not affect the Company's right to terminate the employment of the Employee at any time, whether during the Commitment Term or anytime thereafter. It is also clarified that nothing in this Agreement prevents the Employee from leaving, resigning from or terminating his/her employment with the Company (and accordingly this Agreement should not be construed as an employee bond) and that this

Agreement stipulates only the monetary amounts that the Employee is liable and required to repay and/or reimburse to the Company in certain specific situations as envisaged in this Agreement.

16. The Employee agrees, recognizes and acknowledges that:
 - 16.1.1 (i) he/she has been provided with a copy of this Agreement for review prior to signing it; (ii) he/she has reviewed it and that he/she understands the terms, purposes and effects of this Agreement; (iii) he/she has signed this Agreement only after having had the opportunity to seek clarifications; (iv) he/she has been given a signed copy of this Agreement for his/her own records; and (v) he/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her; and
 - 16.1.2 He/she is subject to no contractual restriction or obligation that will in any way limit his/her activities on behalf of the Company or prevent him/her from performing all or any of the obligations, terms and conditions of this Agreement.
17. The Parties agree that all notices under this Agreement shall be sent by a Party to the other Parties by acknowledgement receipt registered post and contemporaneous courier transmission or by email to the addresses as has been provided in the Offer Letter.
18. If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
19. The terms of this Agreement (read along with Offer Letter) are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Company and the Employee.
20. The Employee acknowledges and agrees that the Company may assign any of its rights under this Agreement to any person or entity. This Agreement is not assignable by the Employee.
21. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right under this Agreement or under law. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
22. No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all signatories to this Agreement.
23. All disputes arising between the Parties shall be settled under the provisions of the Arbitration and Conciliation Act 1996 of India. The Parties agree that the arbitration proceedings shall be conducted in Mumbai. Notwithstanding anything to the contrary, the Parties agree that this Agreement shall be construed and enforced in accordance with the laws of India, without giving effect to the conflict of law provisions thereof. Subject to the aforesaid, the courts in Mumbai shall have exclusive jurisdiction to resolve any disputes between the Parties that arise out of this Agreement.

(Signature Page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date written below by their own hand and seal or by their duly authorized representatives.

Employee

Signature:

Name:

Date:

For Capgemini Technology Services India Limited

Signature:

Name:

Designation:

Date: