

## **Undertaking**

I, Aditya Bikram Mitra, S/O Biswabandhu Mitra, and having permanent residence at 81, Basak Bagan, South Dumdum(M), North 24 parganas, Patipukur, Kolkata, West Bengal - 700048, am interested in taking the course taught by Placewit, an entity of Oblivion Ventures LLP (referred to as Trainer henceforth). I am interested in pursuing the course in a postpaid mode of payment, where I will have to pay the course fee that is equal to ₹6249 per month for 20 months, that is ₹124980 (referred to as Partial Course Fee henceforth), if I get a job offer paying me minimum salary of ₹1000000 in Total CTC (referred to as Eligible Job Offer henceforth), and I will have to pay the course fee that is equal to ₹8749 per month for 20 months, that is ₹174980 (referred to as Complete Course Fee henceforth), if I get a job offer paying me minimum salary of ₹2500000 in Total CTC (referred to as Premium Job Offer henceforth).

Accordingly, I agree, acknowledge and undertake as following:

- 1. I understand that Gross Salary means a maximum of "Gross Salary from the highest Eligible Job Offer I get" AND "Gross Salary from the highest Premium Job Offer I get" AND "Gross Salary from the job I joined", and is equivalent to the total compensation including any monetary bonuses, stocks and perks as defined in the Offer Letter of the Company.
- 2. I understand that Total CTC (Total Cost to Company) is the amount mentioned as the total cost to the company in the offer letter provided by the company giving the offer letter. If Total CTC is not defined in the offer letter, it will be the sum of Gross Salary and any bonuses, stocks and perks offered at the time of joining.
- **3.** Under discussions with the Trainer and owing to the structure of the proposed fee payment model, I understand that the Trainer will engage qualified human resources, money and other resources for providing the training. I also agree and acknowledge that it is in the interest of me that I will be liable to pay the Partial Course Fee if I get an Eligible Job Offer or the Complete Course Fee if I get a Premium Job Offer.

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- **4.** I understand that if I am not able to secure an Eligible Job Offer or a Premium Job Offer until 1 year after my graduation, I will not be liable to pay the Partial Course Fee or the Complete Course Fee provided that there is no Breach of Contract. However, in such an event, I must provide a legal affidavit confirming the fact that I don't possess an Eligible Job Offer or a Premium Job Offer, and any other documents on Trainer's demand.
- **5.** I understand that I am liable to pay the Partial Course Fee irrespective of the source from where I get an Eligible Job Offer or the Complete Course Fee irrespective of the source from where I get a Premium Job Offer. I understand that I will be liable to pay the Partial Course Fee if I get an Eligible Job Offer or the Complete Course Fee if I get a Premium Job Offer from, including but not limited to, campus placement, applying to a company on my own, a company reaching out to me, Pre Placement Offers given to me, or referrals.
- **6.** I understand that after getting an Eligible Job Offer or a Premium Job Offer post the course, it is my decision to join any company, or not join a company at all. I will be free to take up any job at my will or change the job for higher or lower salaries, or leave the job voluntarily. Irrespective of any such events, I will be liable to pay the Partial Course Fee if I get an Eligible Job Offer or the Complete Course Fee if I get a Premium Job Offer.
- 7. I understand that I will have to start paying the Partial Course Fee after securing an Eligible Job Offer or the Complete Course Fee after securing a Premium Job Offer, in a postpaid payment model in the form of post-dated cheques.
- **8.** I further undertake to submit for Trainer reference, all information confirming the signing of this agreement and such other documents as may be requested by the Trainer or its advisors.
- **9.** Confidentiality: I agree to keep all information provided under this Undertaking and also this Undertaking (collectively referred to as the "Information") confidential.
- **10.** Breach of Contract: I do understand that if I fail in meeting one or more of below mentioned conditions, I will be liable to pay the Complete Course Fee.
  - a) I must attend at least 80% of the total classes held.
  - **b)** I must complete the Program and follow the Trainer's guidelines until I get an Eligible Job Offer or a Premium Job Offer.



- **c)** I must complete at least 80% of the total assignments and projects given to me as a part of my training.
- **d)** I must abide by all the clauses mentioned in this agreement.
- e) I must meet the condition of maintaining the confidentiality of this agreement.

Any one or more of the above conditions, if not met, are considered as Breach of Contract.

- 11. Governing Law & Dispute Resolution: This Undertaking is intended to be a legally binding contract, and the parties acknowledge that the mutual promises set out in this Undertaking form sufficient consideration. This Undertaking shall be governed by and interpreted in accordance with the laws of India without having regard to the conflict of laws, provisions thereunder. The courts of Bengaluru shall have exclusive jurisdiction over all matters arising pursuant to this Undertaking.
- **12.** Placewit ("Trainer") reserves all the rights to appoint arbitrators in case of dispute and the same is binding on me ("Trainee").

IN WITNESS WHEREOF, I, the undersigned hereto, have executed this Undertaking above written on the date and year as mentioned along with my Digital signature.

Name (Trainee): Aditya Bikram Mitra Father's Name: Biswabandhu Mitra

Address: 81, Basak Bagan, South Dumdum(M), North 24 parganas, Patipukur,

Kolkata, West Bengal - 700048

Trainer: Placewit

