

THIS TRAINING-CUM-EMPLOYMENT AGREEMENT ("Agreement") is executed at Mumbai, on this 02nd day of January 2023

BETWEEN

M/s. Brainvire Infotech Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office situated at E 701 Lotus Corporate Park Laxmi Nagar Western Express Highway, Goregaon (E), Mumbai 400063 (hereinafter referred to as "the company") which expression shall, unless repugnant to the context and meaning thereof, be deemed to include its administrators and permitted assignees of the **FIRST PART**.

AND

Mr. Chitra Manoj Kumar son of **Mr. Chitra Sreenivasulu** permanently residing at Palacherla, Dist-Ananthapur, Andhra Pradesh-515722 (hereinafter referred to as "the Trainee/Employee") of the **SECOND PART**. The company and the Employee shall hereinafter be collectively referred to as "the Parties" and where the context permits, shall individually be referred to as the "Party".

WHEREAS the FIRST PART has offered and the SECOND PART has unconditionally accepted the terms and conditions of **Employment** letter dated **02nd January 2023** of the **FIRST PART** and the terms and conditions of the aforesaid letter dated **02nd January 2023** are wholly applicable to the terms and conditions of the present Agreement.

AND WHEREAS in terms of the said letter of Appointment, the SECOND PART is required to prove an independent undertaking, as herein appearing to back up the obligations and liabilities of the SECOND PART as a condition of his/her training/employment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS UNDER:

DURATION OF AGREEMENT

1. That the SECOND PART understands that the Agreement is valid from the signing date of the Appointment Letter dated **02nd January 2023**.
2. That the SECOND PART by his/her own free will, discretion and judgment, agrees and undertakes to serve the FIRST PART continuously for a minimum period 24 months ("the Service Period") from the date of his/her appointment letter and shall not leave the service of the FIRST PART before successful completion of the said Service Period.
3. During the said Service Period and for a period of one (1) year thereafter, the SECOND PART shall not seek employment, or enter into employment of any other Employer, directly or indirectly engage in any business of similar nature which may directly or indirectly affect the business of the FIRST PART in any manner whatsoever.

CONDUCT OF SECOND PART

4. The SECOND PART agrees to follow the terms and conditions of the Employee Service Regulations of the FIRST PART. The Parties agree that the FIRST PART may, without giving any prior notice, amend and/or alter any or all the provisions of the Employee Service Regulations from time to time in which case, the amended regulations shall apply to the SECOND PART.
5. The SECOND PART confirms that he/she will comply with all office orders and directions issued by the FIRST PART from time to time.
6. If at any time during the tenure of his/her employment with the FIRST PART, the SECOND PART is found guilty of any misconduct including as defined under the Employee Service Regulations/the Model Standing Orders under the Industrial Standing Orders Act,

or (ii) any willful breach or continuous neglect of the terms of this Agreement, or (iii) dereliction of his/her duties, the FIRST PART may, without any notice, determine his/her employment with the FIRST PART. The SECOND PART shall be deemed to have brought about such a situation by his/her misconduct compelling the FIRST PART to put an end of his/her tenure/employment and he/she shall, therefore, continue to be liable for all losses/damages in respect thereof and pay compensation to the FIRST PART in terms of this Agreement.

TRAINING COSTS

7. The SECOND PART understands and acknowledges that the FIRST PART has spent/would be spending lot of monetary resources on the training and induction of the SECOND PART on various business processes, of which cost is identifiable, have already been explained to the SECOND PART by the FIRST PART and are inclusive of the following components/elements:

(a) Proportionate costs incurred by the FIRST PART on deputing and dedicating a team of employees or professionals for training the SECOND PART, including travelling, boarding and lodging expenses, emoluments/fees paid by the FIRST PART to such trainers.

(b) Other miscellaneous expenses.

8. The SECOND PART further understands and acknowledges that the FIRST PART is put to loss (in terms of the quantified cost it incurs in the process of training of the SECOND PART) and also suffers opportunity cost in terms of loss of business opportunities, negative growth in business if the SECOND PART leaves its employments (which cannot be appropriately quantified) and to offset all such costs, the SECOND PART, after being explained the

rationale and the contents of this Agreement by the FIRST PART on three different occasions as specified hereunder,

1.During interviews

2.During joining formalities

3.During induction

9. As mutually agreed, the submission of a security cheque will require against an Employment Agreement of 2 years. In event of a breach of agreement, you will be liable to pay three times of Monthly CTC at the time of leaving. The Parties agree that the FIRST PART shall have a right to encash the cheque as mentioned in this para, should the SECOND PART breach the terms of this Agreement. The decision of the FIRST PART, of the SECOND PART being in the breach of terms and conditions of the Agreement shall be final.
10. If the SECOND PART leaves the employment of the FIRST PART or brings about a situation, compelling the FIRST PART to terminate his/her services during the validity of the Service Period, it is agreed and understood that you hereby expressly authorize the FIRST PART to fill in and complete the column of date in the security cheque mentioned in the paragraph above as and when such need arises. The FIRST PART shall complete the cheque by filling in date. The FIRST PART will deposit it after notifying you of the FIRST PART's intention of depositing the said security cheque at least **15 days** before depositing the said cheque. The SECOND PART agrees and undertakes to keep the bank account adequately funded upon receipt of the said intimation to deposit.
11. In addition to encashing the security cheque, the SECOND PART unconditionally agrees to pay, on demand, the FIRST PART a sum of **Rs.100000.00** (Rs One Lakh only) as pre-estimated

liquidated damages as compensation for the breach of the terms of this Agreement.

GENERAL TERMS OF CONTRACT

12. That during the Service Period, the SECOND PART shall be under an obligation to work with utmost professional competency and dedication to serve the FIRST PART. Factors such as change in nature of job profile, place of work, timings of work, change in span of responsibility, assignment to another associated entity/concern/company will not invalidate this Agreement though the FIRST PART assures the SECOND PART that any changes seeking to impact the SECOND PART will be taken only after taking into consideration of the SECOND PART's views and an objective evaluation of the SECOND PART's position, benefits and rights. The decision of the FIRST PART shall be final and binding upon the SECOND PART.
13. The Parties agree that the SECOND PART shall also be liable for all the expenses incurred by the FIRST PART in initiating the legal process against the SECOND PART for the breach of the terms of this Agreement, if required.
14. That the SECOND PART understands and unconditionally accepts that sharing of confidential/sensitive business information, whether for commercial gain or not, to rivals or unauthorized individuals and entities during the subsistence of the Agreement and for a period of 1 year thereafter, will not only make the SECOND PART liable for prosecution under the relevant Indian Laws but also make him liable to pay damages as determined by the Management of the FIRST PART based on a fair estimation of the economic damage caused to the FIRST PART by the SECOND PART's irresponsible action(s).

SEVERABILITY

15. If any clause of this Agreement is prohibited by or is invalid under any law, that clause will be rendered invalid/ineffective only to the extent of the prohibition or invalidity. The remainder of the affected clause and all other clauses of this Agreement shall remain.

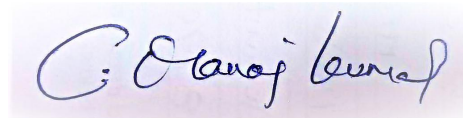
DISPUTE RESOLUTION

16. In the event any dispute arises between the FIRST PART and the SECOND PART in connection with terms and conditions of this Agreement, the management shall refer the matter to a sole Arbitrator as appointed by them and the dispute would be decided in accordance with the provisions Arbitration & Conciliation Act, 1996 and amendments and the decision of the said Arbitrator would be binding on all the parties.

17. It is accepted that Courts at Mumbai shall exercise exclusive jurisdiction in relation to any dispute arising whatsoever between the Parties in terms of this Agreement.

IN WITNESS WHEREOF the Parties, to this Agreement have signed on the date, month and year first mentioned hereinabove.

For **M/s. BRAINVIRE INFOTECH PVT LTD**

Authorized Signatory

Mr. Chitra Manoj Kumar

Witnesses

1. Mr. Mayur Shyam Gaikwad

2. Ms. Mayuri Maruti Shinde
