



## **POSITION PLACEMENT FEE PAYMENT AGREEMENT – PRE-TRAINING**

### **1. PARTIES**

This *Position Placement Fee Payment Agreement – Pre-Training* (“Agreement”) is by and between Colaberry Inc. (“Colaberry”) and ASHOK KUMAR RATHOD (“Placed Party”), and any and all past or present representatives, principals, agents, servants, employees, consultants, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, and trustees of the persons and entities of the parties (collectively, “Parties”).

### **2. AGREEMENTS**

2.A. Colaberry agrees to place, and the Placed Party agrees to be placed, in a job position upon the Placed Party’s completion of the Colaberry training program (“Position”).

2.B. The Parties expressly understand and agree that:

2.B.i. the Placed Party will pay to Colaberry a position placement fee of 15 % of the Placed Party’s salary during the first year of the Placed Party’s employment in the Position, with the salary and the specific position determined by the offer letter accepted by the Placed Party; and

2.B.ii. the Placed Party will pay the position placement fee to Colaberry in 12 monthly payments, each reflecting the percentage of the Placed Party’s salary that month as stated in the immediately-preceding paragraph, with each such payment due and payable on the first day of each month commencing on the first day of the month after the Placed Person begins employment in the Position.

2.C. The Parties further expressly understand and agree that the foregoing consideration is good and sufficient, and that all conditions necessary to make this Agreement valid and enforceable have been performed or have occurred.

### **3. PLACED PARTY’S REMEDIES IN THE EVENT OF SEPARATION FROM EMPLOYMENT.**

In the event that the Placed Party is separated from the Position, and upon notice and request by the Placed Party, Colaberry, in its sole discretion, may forbear from demanding monthly payment of the position placement fee until such time, if ever, that the Placed Party again obtains new employment.

### **4. COLABERRY’S REMEDIES IN THE EVENT OF DEFAULT BY PLACED PARTY.**

4.A. The Parties expressly understand and agree that in the event the Placed Party does not timely make a payment as set forth herein and is therefore in default of this Agreement, Colaberry, at its sole discretion, may accelerate the entire amount due and remaining of the position placement fee and demand immediate payment in full.



4.B. The Parties further expressly understand and agree that nothing stated in this Agreement shall be construed as a limitation on or an exhaustive list of the remedies available to Colaberry in the event of a breach of this Agreement by the Placed Party.

## **5. SEVERABILITY**

If any term in this Agreement is determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall not be affected and this Agreement shall continue to be enforceable to the fullest extent permitted by law. Moreover, any invalid, unlawful, or unenforceable provision shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the Parties regarding such provision.

## **6. ENTIRE AGREEMENT OF THE PARTIES**

This Agreement constitutes the entire agreement and understanding between the Parties related to the subject matter of this Agreement. This Agreement supersedes and any and all other prior agreements, arrangements, contracts, and understandings related to the subject matter of this Agreement. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, either Party that is not embodied in this Agreement, and neither Party shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not set forth in this Agreement.

## **7. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. The venue for any legal action arising out of this Agreement shall lie in Collin County, Texas. If either Party files a lawsuit to construe or enforce this Agreement, the prevailing party shall be entitled to all its reasonable attorney's fees, costs of court, and expenses.

## **8. FULL UNDERSTANDING OF AGREEMENT**

**EACH PARTY WARRANTS THAT SUCH PARTY HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE AND LEGAL CAPACITY TO EXECUTE THIS AGREEMENT, IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD AND WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EACH PARTY UNDERSTANDS AND AGREES THAT IT HAS THE RIGHT TO CONFER WITH AN ATTORNEY TO ASK QUESTIONS TO ENSURE THAT SUCH PARTY FULLY UNDERSTANDS THIS AGREEMENT.**

This Agreement may be signed in counterparts, and each counterpart shall be considered an original.



\_\_\_\_\_  
For COLABERRY INC.

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



VERIFICATION OF PLACED PARTY

STATE OF TEXAS §  
COUNTY OF DALLAS §

ON THIS DATE, said Affiant personally appeared before me, the undersigned Notary Public, and after being duly sworn, stated the following under oath:

"My name is ASHOKKUMAR RATHOD. I am over fourteen years of age and I am of sound mind. I have never been convicted of a crime of moral turpitude and I am fully competent to make this affidavit. I have personal knowledge of each and every fact stated herein, and each and every fact stated herein is true and correct.

I am the Placed Party to the foregoing *Position Placement Fee Payment Agreement – Pre-Training* ("Agreement"). I have read the Agreement, I fully understand it, and I intend to be bound by each and all of its terms."

FURTHER AFFIANT SAYETH NOT.

EXECUTED ON the 14<sup>th</sup> day of AUGUST, 2019.

A.C. Rathod

SIGNATURE OF PLACED PARTY

837 Century Dr. Apt 208

ADDRESS

TRON TX 48083  
CITY STATE ZIP

248-385-6111

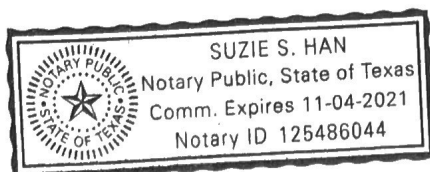
CELL PHONE

WORK PHONE

ASHVIGIG@gmail.com

EMAIL ADDRESS

SUBSCRIBED AND SWORN TO BEFORE ME ON the 14<sup>th</sup> day of August, 2019.



Suzie S Han  
Notary Public of the State of TX