



## TRAINING PARTICIPANT NON-DISCLOSURE AGREEMENT

This TRAINING PARTICIPANT NON-DISCLOSURE AGREEMENT ("NDA"), dated as of Jan 24, 2022 ("Effective Date") is made by and between **REVATURE CONSULTANCY SERVICES PRIVATE LIMITED** ("Revature"), and CHIRRA NAGESH ("Participant"). Revature and Participant are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

**WHEREAS** Participant wishes to participate in training programs offered by Revature (collectively, the "Program"), in which Participant will have access to information that is confidential and proprietary to Revature; and

**WHEREAS** Revature would like to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of, its Confidential Information.

**NOW THEREFORE**, in consideration of the foregoing premise and mutual covenants hereinafter contained, the Parties hereby agree to be legally bound as follows:

1. **Confidential Information.** As used in this NDA, "Confidential Information" means any and all confidential or proprietary information relating to Revature's business or operations, which information may be written, oral, or maintained in electronic or any other form, whether or not such information is marked as "confidential," and shall include, without limitation, all documents, technology, designs, curriculum, curriculum content, training models, training content, know-how, business concepts, procedures, services, projects, programs, customer information, business plans, promotional and marketing activities, pricing, intellectual property, finances, and other business affairs.
2. **Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this NDA; (ii) can be shown to have been known to Participant prior to its receipt from Revature, provided that such information was not furnished to Participant by a source known to be bound by a confidentiality agreement or that was otherwise prohibited from disclosing the information to Participant; or (iii) can be shown to have been independently developed by Participant without reference to any Confidential Information and without violating the terms of this NDA.
3. **Limited Use.** Participant agrees to use the Confidential Information received hereunder solely for the purpose of participating in the Program and for no other purpose. Except as expressly provided in this NDA, Participant will not disclose Confidential Information to anyone without Revature's prior written consent. Participant shall take all reasonable measures to protect the confidentiality of, and avoid any unauthorized disclosure or use of, Confidential Information. Such measures shall include the highest degree of care that Participant uses to protect Participant's own confidential information of a similar nature, but no less than a reasonable degree of care.
4. **Ownership.** All Confidential Information will remain the exclusive property of Revature. Revature's disclosure of Confidential Information will not constitute an express or implied grant to Participant of any rights to or under Revature's patents, copyrights, trade secrets, trademarks or other intellectual property rights.
5. **Notice of Unauthorized Use.** Participant will notify Revature immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this NDA by Participant. Participant will cooperate with Revature in every reasonable way to help Revature regain possession of such Confidential Information and prevent its further unauthorized disclosure or use.
6. **Return.** Except as otherwise provided herein, Participant will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the earlier of (i) the completion of the Program by participant, or (ii) Revature's written request. At Revature's option, Participant will provide written certification of its compliance with this Section.
7. **Injunctive Relief.** Participant acknowledges that a breach of its obligations under this NDA could cause irreparable harm to Revature for which monetary damages will be difficult to ascertain or an inadequate remedy.



Participant therefore agrees that Revature will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this NDA.

8. **Scope.** This NDA is intended to cover Confidential Information disclosed by Revature to Participant both prior and after the date hereof. Participant's confidentiality obligations under this NDA will survive for as long as such Confidential Information is not publicly known (within the parameters of Section 2), even if the NDA is otherwise terminated prior to that time. Additionally, the foregoing, shall not be construed to in any way limit the rights of the Company to protect Confidential Information which constitutes trade secrets under applicable trade secrets law or privileged information even after such period has expired. If, under applicable law, the foregoing restrictions can only be applied to Participant's use and disclosure of trade secrets, then the restrictions are limited to only the protection of trade secrets.

9. **No Warranty.** All Confidential Information is provided "AS IS" and without, and Revature disclaims, any warranty, express, implied, or otherwise, regarding its accuracy, performance, or title. For the avoidance of doubt, Revature shall not be deemed to have made any representations or warranties as to the accuracy or completeness of the Confidential Information and only those representations or warranties which are made by Revature in a final definitive agreement when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

10. **Miscellaneous.**

10.1 This NDA constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior oral or written communications and agreements between the parties hereto. This NDA may be amended or modified only with the mutual written consent of the Parties hereto. Each Party's obligations hereunder are in addition to, and not exclusive of, all its other obligations and duties to the other Party, whether express, implied, in fact or in law.

10.2 This NDA may not be assigned by Participant, without prior written consent from Revature, which may be withheld in Revature's sole discretion. Any attempted assignment in violation of this Section 10.2 shall be void. This NDA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, subject to the assignment provisions of this Section 10.2.

10.3 Any failure by either Party to enforce the other Party's strict performance of any provision of this NDA will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this NDA.

10.4 If a provision of this NDA is held invalid under any applicable law, such invalidity will not affect any other provision of this NDA that can be given effect without the invalid provision. Further, all terms and conditions of this NDA will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

10.5 This NDA will be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Chennai, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Chennai, India and the arbitration proceedings shall take place in the English language.

10.6 This NDA may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. The delivery of an executed counterpart copy of this agreement by facsimile, telecopy, e-mail, or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

**[SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the Parties have caused this NDA to be executed as of the date set forth above.

**REVATURE:**

Signature:

Print Name:

Title:

Date:

**PARTICIPANT:**

Signature:

DocuSigned by:  
**CHIRRA NAGESH**  
DCF22AA765FB469...

Print Name: CHIRRA NAGESH

Date: February 10, 2022 | 5:53 AM EST

## **TRAINING AGREEMENT**

This **Training Agreement** (the or this “Agreement”) is entered into by and between CHIRRA NAGESH (“Software Engineer Trainee” or “Trainee”), aged 21 years, S/O or D/O CHIRRA NAGESH residing at H.NO:4-27,vill:ISRAJAPLLY,mdl:GOLLAPELLY,dist:JAGTIAL-505532, and Revature Consultancy Services Private Ltd, (“Company”), a company having its registered office at 12th Floor, New No.431, Anna Salai, Teynampet, Chennai - 600 018. Trainee and Company may each be individually referred to hereinafter as a “Party” or collectively as the “Parties.”

**WHEREAS** Company provides technology-training to Trainees and deploys them to perform technology-related services and activities for Company’s clients and Customers (collectively, the “Clients” and each individually, a “Client” ); and,

**WHEREAS**, Company has recently extended an offer of training to the Software Engineer Trainee and Trainee has accepted such offer by Company pursuant to, and in accordance with, the terms and conditions of this Agreement and the Related Agreements (as defined below); and,

**WHEREAS**, as a precondition and prerequisite to training with Company, Company’s provision to Trainee of certain confidential information and to protect Company’s legitimate business interests, Trainee is required to execute this Agreement; and,

**WHEREAS** the Company will invest time and resources in the training, development, of Trainee, including in some instances providing access to Company information regarding the Company’s clients, prospective clients, Trainees, projects, products, services, strategies, technologies, and development concepts.

**WHEREAS**, the Company has a reasonable and justified business interest in protecting its investment in Trainee in connection with its operations, and in protecting the Company’s trade secrets, confidential information, and client goodwill.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

### **1.Training Program**

#### **A. Program Overview**

The Revature Readiness Program is a 12-week instructor-led program designed to provide participants with skills and knowledge that can be built upon advance and acquire the skills of a software developer. The program is provided at no cost to eligible participants accepted into the program.

During the 12-week program, participants will receive training on the curriculum designed and based on the Client's requirements. At the end of the program, participants will have acquired marketable programming skills and be prepared to deploy at the Client's project.

#### B. Program Schedule and Infrastructure

Revature will provide 8-hour lectures Monday-Friday during each week of the twelve-weeks program aside from planned holidays or other exigencies which will be communicated to Trainee if such occur. Each Trainee participant must commit 40 hours per week to the program for the entire 12 weeks.

The lectures will be held Monday-Friday from 10 am - 6:00 pm IST

#### C. Training Specific:

Please Note: To participate in this program, Trainee will need access to a computer to which he/ she has the permission and ability to install software. The following devices are not acceptable:

- Any mobile device or tablet running iOS, Android, or a derivative thereof.
- A Chromebook, or other computer running ChromeOS.
- Any device running Windows 10 in S Mode, or otherwise restricted to only installing software from the Microsoft Store.

Trainees should have high speed broad band connectivity as the online program will consume approx. 8-10 GB data per day.

#### D. Assessments:

There will be a weekly assessment by the trainer and the Quality Control (QC) team. If required, there will be an ad hoc assessment conducted by the trainer (or) the QC team. The trainees are expected to learn and practice the completed technology topics for every assessment. This assessment is intended to validate and verify that Trainee has learnt and practiced the completed technology topics. If Trainee fails to meet the expectations during the Client assessment, Trainee will be placed in the performance improvement program and will be given three more opportunities to prove their competency.

#### E. Behavior:

Company is committed to providing a safe, productive, and welcoming learning environment for all participants of the program. All participants including, but not limited to, attendees, trainees, and instructors and others are expected to follow the expected behavior given below.

A few examples of expected and unacceptable behavior from participants includes, but not limited to the below:

##### **Expected Behavior:**

- All participants are treated with respect and consideration, valuing a diversity of views and opinions.

- Be considerate, respectful, and collaborative.
- Attendance commitment of 40 hours per week to the program for the entire twelve weeks.
- Notify instructor in the event of delays or absences.
- Communicate openly with respect for others, critiquing ideas rather than individuals.
- Avoid personal attacks directed toward other participants, Revature employees and/or instructors.
- Be mindful of your surroundings and of your fellow participants. Alert Revature staff if you notice a dangerous situation or someone in distress.
- Respect the rules, policies and decorum of the program and platform.

### **Unacceptable Behavior**

- Harassment, intimidation, or discrimination in any form will not be tolerated.
- Physical or verbal abuse of any fellow participants, instructor, or any other Revature employee will not be tolerated.
- Examples of unacceptable behavior include, but are not limited to, verbal comments related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, religion, national origin, as well as inappropriate use of nudity and/or sexual images in public spaces or in presentations, and threatening or stalking any fellow participant, instructor or any other Revature staff member.
- Disruption of the lectures organized by Revature is not allowed.
- Recording or taking photography of another individual's presentation without the explicit permission of Revature is not allowed.
- Disclosing any proprietary methodologies for delivery of program content.

### **Consequences:**

- Anyone requested to stop unacceptable behavior is expected to comply immediately.
- Revature may take any action deemed necessary and appropriate, including immediate removal from the program without warning.
- Revature reserves the right to prohibit attendance at any future program.

### **Reporting Unacceptable Behavior:**

- If you are the subject of unacceptable behavior or have witnessed any such behavior, please immediately notify a Revature employee.
- Notification should be done by contacting a Revature employee or e-mail your concern to [Hrindia@revature.com](mailto:Hrindia@revature.com).

### **F. Program Disclaimers**

Revature reserves the right to remove participants from the program for any reason during the course of the program including, but not limited to, attendance, performance, or conduct, or to discontinue the program at any time without notice on an as-needed basis. Depending upon your performance and in the event of not clearing the Training and Client assessments during the stipulated period, Revature reserves its right to terminate you immediately and does not guarantee employment.

- 2. Client.** Following Trainee's successful completion of the Training Program, if Trainee is selected, Trainee will be offered the position of "Software Engineer". Appointment is at

the sole discretion of the Client. Company will have made commitments to its Clients, it is imperative that Trainee, once appointed to a Client, remains employed there.

3. **Workplace and Relocation.** Trainee understands that he/she will be required to work at the location designated by the Client. Trainee further agrees that he/she will relocate if necessary and move to the applicable destination.
4. **Best Efforts.** During business hours, Trainee shall exclusively devote Trainee's time, attention and energy to the training. Trainee shall use Trainee's commercially reasonable best efforts to, among other things, satisfactorily and timely complete Trainee's duties, obligations and responsibilities owed to the Company. During Trainee's training period with Company, Trainee shall not actively engage or participate in any other business activity that interferes with Trainee's performance, attendance, or availability to perform Trainee's duties, responsibilities, or obligations owed to Company hereunder.
5. **Restrictive Covenants.** Trainee agrees to complete the internship and continue to remain in the employment of the Client Organization for a minimum period of 18 months (hereinafter called "minimum period" or "mandatory period") from the date of appointment with such Client.
6. **Liquidated Damages.**
  - a. For the purpose of providing training and placing trainee, the Company is incurring training expenses of approximately Rs.1,00,000/- (Rupees One Lakh Only).
  - b. In the event of termination of employment by either party within the minimum period/mandatory period. In addition to any other remedy available to Company at law or in equity, including but not limited to remedies in the Related Agreements (as defined below) or other agreements the Trainee and Company may be parties to and injunctive relief, if a court of competent jurisdiction finds that Trainee has breached this section (5) of the Agreement, Trainee agrees that, to the maximum extent permitted by law, Trainee will pay the Company as liquidated damages, repay the entire amount as given in Sec 6(a) incurred by Revature with interest @14% p.a during the Mandate Period (the "LD Amount"). The parties acknowledge and agree that the LD Amount is not a penalty and is a reasonable approximation of the actual damages sustained by Company under the circumstances given Company's valuable investment in Trainee.
  - c. Trainee further agrees that, at any time during the Mandate Period, Trainee will, upon request of the Company, confirm in writing Trainee's compliance with this Agreement and provide Company with the identity (name and business address) of Trainee's current employer/contracting entity. Trainee also agrees to waive, as valid consideration for their employment with Client, their right to challenge the validity of this Liquidated Damages provision.
7. **Work Product.** Trainee acknowledges and agrees that Company shall have all right, title and ownership interest, including copyright and patent rights, with respect to all systems, procedures, algorithms, computer programs and data, codes and any cards, tapes, papers, and documents (including drawings), and copies, abstracts, and summaries thereof, ideas,

concepts, designs works, services and materials conceived or created or generated by Trainee: (i) resulting from the use of Company's or any Company Client's facilities or equipment (collectively, "Works"). To the fullest extent permitted under law, all such Works shall be the exclusive property of Company and shall be deemed to be a "work made for hire. To the extent any Work is determined not to be a "work made for hire", Trainee hereby irrevocably and exclusively assigns, transfers, and conveys to Company all intellectual property rights, in and to any and all Works; and Trainee acknowledges that Trainee shall not retain any intellectual property rights in the Work. Upon written request by Company, Trainee shall execute any document reasonably necessary for Company to file, prosecute or perfect its ownership and title to Works. Notwithstanding the foregoing, Trainee understands and agrees that this Agreement is not, and does not purport to be, an assignment of any invention that the employee developed entirely on his or her own time without using the Company's equipment, supplies, facilities, or trade secret information unless such invention (i) relates at the time of conception or reduction to practice of the invention directly to the Company's business, or actual or demonstrably anticipated research or development of the Company, or (ii) results from work performed by Trainee for the Company.

**8. Return of Property.** Trainee shall immediately upon termination of Trainee's training period with the Company, for any reason, or at any other time the Company so requests, deliver to the Company all property, including but not limited to, documents in any form, including electronic, software, records, reports, data, memoranda, notes, models, drafts and equipment of any nature prepared or acquired in Trainee's course of training with the Company, including but not limited to all Trade Secrets, Works, and Confidential Information, which are in the possession of or under the control of Trainee. Trainee shall not take any such software, records, reports, data, memoranda, notes, models, or equipment, or copies or reproductions thereof that relate to the business activities of the Company, its affiliates, or to parties in a contract relationship with the Company and/or its affiliates. If Trainee has stored Confidential Information, Work or Trade Secrets on any Personal Digital Assistants, mobile phones, external hard drives, USB "flash" drives, USB storage devices, FireWire storage devices, digital music players, digital tapes, CD's, DVD's, personal email accounts (including web-based email accounts such as Hotmail, Gmail, Outlook, Apple, Yahoo), memory cards, Zip discs, and all other similar media which can be used to store or transmit electronic data (regardless of whether the medium is owned by the Company, Trainee or a third party), then Trainee must tender those devices to the Company to have the data removed and/or have complete copies of the medium and all information stored at the Company's discretion.

**9. Non-Disparagement.** Unless otherwise required or protected by law, and to the maximum extent permitted by law, Trainee shall not make any statements or representations, or otherwise communicate, directly or indirectly, in any capacity, fashion or manner (including in writing, orally, electronically, or otherwise), to any person or entity in any forum (including without limitation, the internet, Social Media in any form, television, radio, or print media), including, but not limited to, any Client or business partner or any person or entity reasonably anticipated or likely to become a customer of the Company, that might reasonably be construed to (i) be disparaging or derogatory about the Company's clients (ii) defamatory or maliciously false regarding the Company or any of its directors, officers, employees, agents, services, lines of business, marketing techniques, training methods or business practices.



- 10. Trainee Representations.** Trainee represents to the Company that Trainee is:  
free to enter into this Agreement and to perform the services required hereunder; and,
- Not subject to any legal or contractual duty or agreement that would prevent or prohibit Trainee from performing Trainee's duties for the Company's Client or otherwise complying with this Agreement, including, but not limited to, a non-competition agreement or other restrictive covenant; and,
  - Not in breach of any legal or contractual duty or agreement, including any agreement concerning trade secrets or confidential information owned by any other party; and,
  - Legally authorized to work in India

**11. Employment with Third Parties.** Subject to the terms and conditions herein, during Trainee's mandatory period, Trainee shall not, directly or indirectly, communicate, either orally or in writing, with any third party including, but not limited to, recruiters, job placement firms or employers (including any Company client, Client customer, vendor or sub-vendor) regarding any employment, consulting or independent contractor opportunity or arrangement, either on a full-time or part-time basis during their Service Commitment period or which would otherwise result in Trainee breaching any of its obligations to the Company, without Company's prior knowledge, and without receiving Company's prior written consent and direction.

**12. Default.** During Trainee's period with Company, the occurrence of any of the following events, as determined by Company in its sole and absolute discretion, shall constitute a Default hereunder by Trainee subjecting Trainee to disciplinary action, including among other things, possible termination:

- Trainee breaches any material term, condition, covenant or provision of this Agreement.
- Trainee engages in any conduct or behavior that violates any policies or procedures of Company or Client
- Trainee willfully fails to perform or complete any reasonable job-related task or duty assigned to Trainee by Company or Client.
- Trainee discloses, reveals or publishes any Company or Client confidential information, proprietary information, or trade secret to any third party without authorization.
- Trainee engages in any activity or behavior involving moral turpitude or demonstrating poor moral character including, but not limited to, any act of dishonesty, fraud, larceny, or unjustified violence or aggression.
- Trainee breaches the commitment made due to a reason other than Trainee death or a disability which renders Trainee unable to perform the services contemplated hereunder.

**13. Notices.** All notices, requests or other communications between the Parties regarding this Agreement must be in writing, and be given or made (and will be effective upon receipt) by delivery in person, by nationally recognized overnight courier service (with signature required and all fees prepaid), by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail to a Party at its address provided in the opening

paragraph to this Agreement, or at any other address which a Party has designated and notified the other Party of in accordance with this Section.

**14. Confidentiality.** Trainee acknowledges and agrees that the terms and conditions of this Agreement and the Related Agreements are confidential in nature. Trainee shall not directly or indirectly divulge, communicate, display, publish, or reveal the terms of this Agreement or related Agreement to any third party. Notwithstanding the foregoing, Trainee may disclose the terms and conditions of this Agreement and the Related Agreements to the Trainee's lawyer, financial advisor, immediate family members, or pursuant to any court order, or as necessary to enforce this Agreement. Trainee's confidentiality obligations set forth herein shall survive the termination or expiration of this Agreement.

**15. Non-Waiver.** No delay, waiver, omission or forbearance on Company's part to exercise any right, option, duty or power arising out of any breach or default by Trainee under this Agreement shall constitute a waiver by Company to enforce any such right, option, duty or power against Trainee, or as to any subsequent breach or default by Trainee.

**16. Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any arbitrator or court of competent jurisdiction, such provision shall be amended to avoid such invalidity or unenforceability and to preserve as closely as possible the intent of the Parties. If such cannot be amended, then the invalid or unenforceable provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of such.

**17. Legal Review.** The Parties acknowledge and agree that this Agreement will have important legal consequences and imposes significant requirements on each Party. The Parties further acknowledge and agree that they have been advised and have had the opportunity to obtain independent legal counsel to review this Agreement, and this Agreement is the product of arm's length negotiations among the Parties and shall not be construed against any Party due to authorship. The Parties further acknowledge and agree that they understand all the terms and conditions contained herein.

**18. Governing Law and Disputes.**

**Legal Remedy**

- a. Any dispute and/or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by compulsory arbitration in accordance with The Arbitration and Conciliation Act, 1996 (including amendments, if any) and the award made in pursuance thereof shall be binding on the parties.
- b. The Company shall nominate the sole arbitrator. The venue of the arbitration proceedings shall be in Chennai and the arbitration proceedings shall be in English.
- c. In respect of all matters/disputes arising out of, in connection with or in relation to this, only

the civil courts at Chennai shall have jurisdiction, to the exclusion of all other courts, subject to the arbitration clause.

**19. Modification.** This Agreement may be modified, altered, or amended only by mutual agreement of the Parties. No modification, alteration or amendment of this Agreement shall be binding unless it is in writing signed the Parties.

**20. Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic or facsimile copies of signatures shall be deemed as originals for all purposes.

**21. Subject Headings/Captions.** The subject headings/captions used in this Agreement are inserted only for purpose of reference. Such subject headings/captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement, or any part thereof, nor shall such subject headings/captions otherwise be given any legal effect.

Except as expressly set forth herein, all terms and conditions of the Agreement remain in full force and effect. The terms of this Agreement prevail in the event of any inconsistency between this Offer Letter and the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date of the first signed below.

**REVATURE:**

Signature:

Name:

Title:

Date:

**TRAINEE:**

Signature:

DocuSigned by:  
**CHIRRA NAGESH**  
DCF22AA765FB469...  
Name: CHIRRA NAGESH

Date: February 10, 2022 | 5:53 AM EST

Parent signature in the next page.

I have read all the terms & conditions and we shall abide by it

Signature:  DocuSigned by:  
**CHIRRA NAGESH**  
DCF22AA765FB469...

Name: CHIRRA NAGESH

Relationship: SON

Date Signed: 10/02/2022

CONFIDENTIAL