

### **Offer Letter**

Further to your application and interview with Revature, we are pleased to offer you a position of Software Engineer Trainee in our organization.

This **Offer Letter** (the or this "Agreement") is entered into by and between CHIRRA VAMSHI ("Software Engineer Trainee" or "Trainee"), aged 21 years, S/O or D/O CHIRRA NAGESH residing at H.NO:4-27, vil:ISRAJPALLE, mdl:GOLLAPELLY, Dist:JAGTIAL, 505532, Telanganap 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."

Company provides full-time training for real-world tech careers at the world's top companies. Revature software engineers have industry-recognized certifications that are hard to achieve. During Revature's training program, software engineers are taught skills and competence to hit the ground running. After they successfully complete the training, Revature works with the individual to get them hired directly with Revature's clients. The total training to hire process typically takes about four months.

**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. Internship/Revature Readiness Program (RRP):**

- a. Trainee Internship/RRP is for a minimum period of three (3) months. During this period, Trainee will receive a stipend of Rs.5,000/- (Rupees Five Thousand Only) per month. He/ She will be provided with a mentor during the Internship/RRP period
- b. This Program is a 12-week instructor-led training program designed to provide Trainees with skills and knowledge that can be built upon advance and acquire the skills of a software developer. The training program is a residential program, provided at no cost to eligible Trainees accepted into the training program.
- c. During the term, Trainee undertake to devote best efforts, knowledge and skill and devote substantially all their working time (at least 40 hours a week) and attention to the performance of duties.
- d. During Training, trainees will learn the skills that will set them on the career path, working on the most highly sought-after technologies in the tech industry.

- e. As part of our ongoing commitment to continued learning and development, Company has designed this Internship/RRP to be a mentor-led training program that enables trainees to get introduced to various emerging technologies. As they are entering the IT Industry, it is important to have a strong foundation in Programming languages, Databases and Operating Systems and Behavioral skills.
- f. Trainee performance will be tracked periodically and provide feedback when necessary. Upon successful completion of 12-week Internship/Revature Readiness Program, trainees will be required to clear the final review with Revature's Client(s) that includes an assessment and one to one interaction.
- g. Detailed description of training details is given in the Training Agreement.
- h. All Trainees will be required to agree to, abide by and adhere to the rules of use and policies in (or referenced in) Training Agreement.
- i. Attendance: Trainers will accurately report trainees training hours and Company will not encourage, require, or permit trainees to skip trainings or absence from trainings or falsify training hours.
- j. Accommodation: In COE – Centre of Excellence, Company will provide free or no cost hostel accommodation for trainees based on company's discretion. Separate hostel facilities will be provided for men and women trainees. Safety of every trainee is of utmost importance to Company. Residential Trainees are directed to follow hostel rules & regulations strictly and any deviation will be dealt strictly. Detailed description of Hostel rules & regulations are given in the Hostel Agreement. This clause is applicable only for Residential Trainees.
- k. Program Disclaimers  
Revature reserves the right to remove Trainees 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.

## **2. Appointment after Internship/RRP:**

- a. After clearing the final review with the client(s) that includes an assessment and one to one interaction, at the sole discretion of client and Revature and in accordance with the terms in Training Agreement, trainee may be offered an employment as "**Software Engineer**" by the Client.
- b. By accepting this offer Trainee acknowledges and assures that he/she will continue to remain in the employment of the Company's Client for a minimum period of eighteen months (18) ("hereinafter called minimum

period/mandatory period) from the date of appointment with the Client. He /She further agrees and acknowledges that, in the event Trainee voluntarily resign and/or are terminated from the services of client, for any lawful reasons whatsoever, client shall incur substantial loss, including, but not limited to, finding a suitable replacement, training, project continuity, etc.

- c. Company will have made commitments to its Clients, it is imperative that Trainee, once appointed to a Client, remains employed there for the mandatory period.

### **3. Compensation:**

- a. Trainee will receive a stipend of Rs.5,000/- (Rupees Five Thousand Only) per month during the Internship/Revature Readiness Program.
- b. Upon successful completion of 3 months of Internship/Revature Readiness Program, trainees will be offered the position of "Software Engineer" and the salary will be Rs.4,00,000/- annually with other benefits as detailed in their Employment Agreement with the Client.
- c. Trainees performance during the Internship/Revature Readiness Program will be monitored periodically. Depending upon their performance during Internship/RRP and based on the client requirements, at the sole discretion of Revature, Trainees may also be proposed for hire or project work at a Company client that offers up to Rs. 6,00,000/- annually.

- 4. **Relocation:** Trainees agree to relocate based on Clients or Revature needs, irrespective of the Location.

- 5. **Restrictive Covenants:** Trainee agrees to complete the Internship/Revature Readiness Program 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. 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. **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.
  8. **Personal Information:** Company states that personal information of trainees will be maintained confidentially and only used for the required purpose. Also, such information will be designated as confidential or proprietary nature.
  9. **Intellectual Property:** No trademark, patent, copyright, trade secret or other intellectual property or proprietary right is licensed, granted or otherwise conveyed, either expressly or by implication, by the disclosure of Confidential Information hereunder
  10. **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.
  11. **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.

**12. Indemnity:** Trainee shall indemnify and hold harmless Revature and its officers, directors, employees and agents from and against any claim, liability, loss, cost, damage or expense including, but not limited to, reasonable attorney's fees and expenses, relating to or arising out of any claim by any third party based on (a) Trainee's performance hereunder, (b) any breach of this Agreement by Trainee, (c) any negligence fraud, or misconduct by Trainee, and (d) any non-competition agreement, invention or secrecy agreement between Trainee and a third party which was in existence as of the date of this Agreement.

**13. 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.

**14. 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.

**15. Entirety; Construction; Amendment:** This Agreement, along with NDA, Training Agreement and other signed agreements contains the entire understanding between the Parties and supersedes any prior or contemporaneous written or oral agreements between them respecting the subject matter hereof. The language in this Agreement shall be construed according to its fair meaning and not strictly for or against either Party; headings are for convenience only, not for interpretation. This Agreement may only be modified or supplemented by mutual written agreement. **No modification, alteration or amendment of this Agreement shall be binding unless it is in writing, signed by the Parties.**

**16. Assignment:** This Agreement is personal in nature and not assignable or transferable by trainee.

17. **Authorization; Counterparts:** Each person executing this Agreement represents and warrants that such is duly and validly authorized to do so on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
18. **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.

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

**REVATURE:**

Signature:

Print Name:

Title:

Date:

**TRAINEE:**

Signature:

DocuSigned by:

**CHIRRA VAMSHI**

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Print Name: CHIRRA VAMSHI

Date: January 17, 2022 | 9:33 AM EST