

## TERMS AND CONDITIONS FOR THE TRAIN & HIRE MODEL

1. I accept the technical training (hereafter: "Training"), which has been awarded to me by Nexential Solutions Private Limited and understand the following:

a) Nexential Solutions Private Limited (hereafter: "Organisation") will not pay me for my training; all expenses, including the cost of travel, personal insurance and accommodation, as well as all living expenses, will be borne by me.

b) Under no circumstances I will leave the training and will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and grooming habits, appropriate dress and a willingness to learn.

c) While working at the Organisation, I will not be considered an official or a staff member. However, I understand that I am expected to fulfil my working obligations like any other Organisation official and will follow the working hours of the Organisation.

d) The Organisation accepts no responsibility for costs arising from injury, illness or death that has occurred during my training.

e) I will provide notice to my reporting manager or other official designated by him/her of any illness or other unavoidable circumstances that might prevent me from attending work or completing my training.

f) I will complete an evaluation questionnaire at the end of the training and submit it to Organisation Human Resources.

h) Unsatisfactory performance may lead to the immediate termination of the training at the initiative of the Organisation, subject to an appropriate notice period of at least one week.

i) I will reimburse the Organisation for financial loss or for damage to the Organisation-owned equipment or property caused by me, if such loss or damage occurred outside the performance of services with the Organisation, or arose or resulted from my gross negligence or willful misconduct or violation or reckless disregard of applicable rules and policies.

j) In case of a personal emergency, I shall be granted early termination of training. The Organisation Human Resources shall approve the release at my written request and confirm the new end date in writing.

k) The Organisation bears no responsibility for loss or damage to my personal property that may occur during my training.

### **Nexential Solutions Pvt. Ltd.,**

World Trade Centre, Unit No. 2201, 22nd Floor, Brigade Gateway Campus,  
No. 26/1, Dr.RajKumar Road, Malleshwaram (W), Bangalore 560055, India.  
+91 95008 62111  
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2. I undertake the following obligations with respect to the Organisation's training programme:

a) To observe all applicable rules, regulations, instructions, procedures and directives of the Organisation and comply with the Organisation's business practices and procedures.

b) To refrain from any conduct that would adversely reflect on the Organisation and will not engage in any activity which is incompatible with the aims and objectives of the Organisation; with particular reference to the prohibition of discrimination, harassment, including sexual harassment and abuse of authority.

c) To respect the impartiality and independence required of the Organisation and shall not seek or accept instructions regarding the services performed from anyone external to the Organisation.

d) To keep confidential any and all unpublished information made known to me by the Organisation during the course of my training that I know or ought to have known has not been made public, and except with the explicit authorization of the Organisation, not to publish any report or papers on the basis of information obtained during the programme, both during and after the completion of my training.

e) During the course of the work with the Organisation, I may learn information and work on data/codes/programs/software applications that are private, sensitive and or confidential. The information/data/codes/programs/software applications may concern or relate to the Organisation, its clients or even parties with which the Organisation has dealings. I must keep a secret and must not, without specific written permission from the company, disclose or make a copy of any such private, sensitive or confidential data, from whatever source and however I may learn it, to any person or body.

f) I will provide the Organisation with the originals of all materials/programs/codes/software applications/anything else which was prepared by me or provided to me by the organisation during my training and shall not possess any copy of the same.

g) A breach of confidentiality as specified above may lead to termination of my training and to taking necessary legal action against me. The obligations imposed on me under the clause (2.d), 2.e) and 2.f)) will stay in effect and continue even if I leave the training of the Organisation for whatever reason.

h) To provide immediate written notice of illness or other circumstances which might prevent me from completing the training.

3. Failure to comply with the policies, rules and regulations of the Organisation and with the requirements contained in the present training Agreement, including any serious breach of the duties and obligations may result in the immediate termination of the training by the Organisation and legal action may be taken if required.

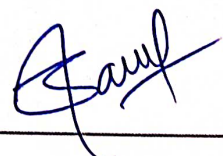
4. In consideration of the opportunity afforded to me to participate in the technical training program, I hereby agree that myself, my assignees, heirs, guardians, and legal representatives, will not make a claim against the Organisation or any of its affiliated organisations, or either of their officers or directors collectively or individually, or any of its employees, for my injury, illness or death or damage to my property, however caused,

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Website: [www.nexential.in](http://www.nexential.in)


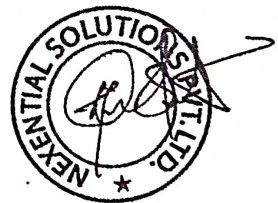
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arising during my training. Without limiting the generality of the foregoing, I hereby waive and release any rights, actions, or causes or action resulting due to my injury, illness or death, or damage to my property sustained during my training.

6. The training is for a period of 3 Months from the date of my joining, i.e, **December 12th, 2022.**

7. During the period of my training, I will not be under any form of employment or engage in any other business activity without the prior written consent of the Organisation.

8. I HAVE READ THE ATTACHED TERMS OF REFERENCE FOR MY TRAINING AND I ACCEPT TO ABIDE BY THEM.

<b>Date:</b> 12 December 2022	<u>Dnyaneshwar Parmeshwar Dapkar</u> (Name)  8103 9635 6240 (Aadhaar Number)	<b>Signature:</b> 
<b>Date:</b> 12 December 2022	<b>For Nexential Solutions Private Limited</b>	<b>Signature:</b> 

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