

- I. Service and recruitment expenses incurred by the company inclusive of Advertising, Travel, Hiring Time, etc – Rs. 75,000/
II Training Costs – Rs. 2,25,000/-.
Total Cost – Rs. 3,00,000/-

- 7 The trainee undertakes to pay the same to the company on the above circumstances provided. Though the actual cost and expenditure in this regard for the expertise training etc as elaborated above is more than what has been stated above, the company estimates the above said sum of Rs.3 lakhs as liquidated damages to be reimbursed by the trainee and surety.
- 8 The trainee further agrees that in the event of the trainee misconducts himself or acts in violation of the rules governing the employment or commits any offence under law, or commits any misconduct or insubordination etc., during the period of training or service in CG VAK his services will be terminated forthwith for reasons stated above without any notice period and without assigning any reason in which case he/she will not be eligible to any monetary benefits besides making himself or herself liable under the provisions of any law in vogue.
- 9 From the date of joining the services of the Company, the trainee will be covered under three months notice period as well as the service agreement. Further the company has every right to terminate his/her services by giving one month notice.
- 10 By way of guarantee for due performance of all the terms and conditions contained in this agreement, he / she provides herein below the name of his / her near relative(s) / person(s) in order of preference and who have consented by signing herein below to stand as Guarantors on his/her behalf to ensure strict observance and compliance of the aforesaid covenant, and that in the event of failure / neglect to fulfill any of the terms of this undertaking or of any other form of breach of the same he/she shall be liable to pay the company Rs.3 lakh (Rupees Three Lakh Only) as compensation. His / her Guarantors mentioned below shall also be liable jointly and severally with the trainee to pay the same to the employer.

	Address	
Name of the Guarantor	<u>Thangadurai. S</u>	<u>2/311b. Vengatachalapathy</u>
Relationship to trainee	<u>Father</u>	<u>Nagpur, Teachers colony,</u>
Occupation of Guarantor	<u>Technical Staff (INATC)</u>	<u>Karamadai, 641104</u>

- 11 In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or any claim or liability of any party including the Guarantors under this contract the same shall be referred to a person to be nominated by the Employer whose decision shall be final and binding upon the parties hereto. Such references shall be deemed to a submission to arbitration under the Indian Arbitration Act, 1940. The venue of arbitration shall be at Coimbatore. This contract is subject to the exclusive jurisdiction of Coimbatore Courts only.
- 12 It is further agreed by the trainee that the trainee shall during the course of his training and thereafter during the course of employment, treat all the information passed on the company or gathered during the development of any Software Package as confidential and shall not use the same in any manner whatsoever.

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