

TRAINING AGREEMENT

This Training Agreement, (hereinafter referred as **“Agreement”**) is made & enforced on the 27 OCT 2023, by and between:

- Primathon Technology Ventures Pvt. Ltd., (hereinafter referred as **“Company”**), Primathon, 5th Floor, Plot No. 108, Sector-44, Gurugram, Haryana (122003), India, incorporated under and governed by the Indian Companies Act of 2013, since 12th March 2018, (CIN: U72900HR018PTC072984), through Mr. / Mrs. Raj Chawbey, Management Representative at Primathon Technology Ventures Pvt. Ltd., R/O 5th Floor, Plot No. 108, Sector-44, Gurugram, Haryana (122003)

AND

- Meena Dhakad (hereinafter referred as **“Trainee”**), D/O Babulal Ji Dhakad, R/O:- Nagri, Dalauda, District Mandsour (MP), Pin No.- 458669 Contact No.: 9039398730 liable for the payment of Fees & Other Charges towards the Training offered by the Company & availed by the Trainee fixed at the Commencement of this Agreement.

Hereinafter, the collective reference to the Company and the Student will be **“Parties”** & individual reference will be **“Party”**.

WHEREAS, The Company runs a Software Development Training Academy (Primathon Academy) to facilitate Teaching, Training, Interview Preparation & Job Placement. The Company provides a Job Guarantee Course over a span of 6 months in consideration of a certain Fees based on different models – ISA Model, Upfront, and Certification.

WHEREAS, The purpose of this Agreement is to set forth terms and conditions of Payment by the Student to the Company, towards the Course & upon employment, in exchange of the Training, Consultancy & Guidance (hereinafter collectively referred as **“Training”**) provided by the Company, in connection with the aforementioned Employment.

WHEREAS, By this Agreement, the Parties agree with all terms and conditions put forward at the time of their association and promise to abide by this Agreement throughout its course.

WHEREAS, the Training will be provided as under this Agreement, i.e., the period of Bootcamp for the Trainee shall extend up to a stretch of 6 Months.

On the Termination of this period, the training shall be deemed to be complete & the Trainee shall be deemed to be eligible for employment.

WHEREAS, The renewal or termination of this Agreement will not have any retrospective effect on either party to this Agreement.

Definitions:

- a. **Agreement Validity Period:** By virtue of this Agreement, the Trainee is obliged to discharge his / her in accordance with the Payment Model chosen by the Trainee. The maximum period to do so is before the Completion of the Course (except in the Case of ISA model). However, in case of the Trainee's failure to do so, the Agreement shall continue to be valid for a period equivalent to the amount of delay caused by the Trainee in the discharge of his obligation. Such delay may be permissible to the extent of a period determined by the terms & conditions of this Agreement & shall entitle the Company for taking resort to appropriate legal actions.
- b. **Certification Model:** A Payment Model where the Company provides Live Interview Training, Expert Guidance, CV Making Guidance, Holistic Skill development as well as Mock Interviews upon Payment of Course Fee (Plus GST).
- c. **Code of Conduct:** Refers to the ethical & professional demeanor of Parties throughout the term of this Agreement.
- d. **Course Commencement Date:** For the purpose of this Agreement, the date of commencement / effective date shall be 15 / 04 / 2023.
- e. **Course Fee:** The amount in consideration of Training extended by the Company as determined under Clause 02 (Sub-Clause 02.01 - 02.19) of this Agreement.
- f. **Completion of Bootcamp:** The Trainee is required to complete and pass all curriculum related assessments, either listed in the Course or as personally assigned to the Trainee by career coaches of the Company. Trainee shall be examined by way of a Mock Interview. Unless the Trainee fails to pass the Mock Interview, such day shall mark the eligibility of the Trainee to be Employed in the stream Trainee has chosen & the Company shall Certify the same.
- g. **Employment:** Means & Includes, but is not limited to, any Job secured by the Trainee, after the Completion of this Course, in the field or in relation to

the field chosen by the Trainee for the purpose of Training within the various Courses provided by the Company.

- h. ISA (Income sharing Agreement) Model:** A Payment Model where the Company provides Live Interview Training, Expert Guidance, CV Making Guidance, Holistic Skill development, Mock Interviews as well as Job Guarantee upon Payment of Course Fee (Plus GST) as well as a one-time payment of certain share from Trainees annual CTC (12%).
- i. Monthly Salary:** Refers to the $1/12^{\text{th}}$ fraction of Trainees earned income / CTC after they are Employed upon completion of respective Courses.
- j. Monthly Payment:** Payment made by the Trainee to the Company in Consideration of its Training when the Trainee opts EMI (Equated Monthly Installment) Mode of Payment.
- k. Payment Term / Tenure:** For the purpose of this Agreement, the Term of Payment shall commence from the day on which the Trainee enrolls into the Course & shall Continue until the Completion of this Course (except in Case of ISA model). The Trainee shall be free to make Lumpsum Fee Payment or opt for Zero Cost EMI Mode of Fee Payment.
- l. Minimum Income / Threshold Amount:** The Company shall abide by its Refund Policy (Annexure-A), (except in Case of the Certification model), in such cases where the Trainee's annual CTC shall be lesser than Rs. 3,00,000.00 (Rupees Five Lacs only). This implies that the minimum Income of the Trainee, every month must be Rs. 25,000.00 (Rupees Twenty-Five Thousand only) otherwise the Trainee shall be eligible to refund of Tuition Fees, subject to the Terms & Conditions of Refund Policy (Annexure-A)
- m. Person:** For the purpose of this Agreement, it refers to any individual, partnership, corporation, limited liability partnership, trust or unincorporated association, joint venture, or other entity or governmental body.
- n. Training:** Refers to the duration of the Course in which the Trainee shall enroll for the purpose of this Agreement. The Training period shall be 6 Months. If needed, the Company can also choose to extend the Course Duration in favour of the Trainees.

o. Tuition Fee: Tuition Fee comprises of approx. 60% of the Course Fee. It does not include other charges such as set-up fees, cost of software for live classes, cost of accessing recorded classes, assignments portal etc.

p. Upfront Model: A Payment Model where the Company provides Live Interview Training, Expert Guidance, CV Making Guidance, Holistic Skill development, Mock Interviews as well as Job Guarantee upon Payment of Course Fee (Plus GST).

NOW THIS AGREEMENT WITNESSETH AS UNDER:

01. Term of Agreement:

That, This Agreement shall continue to stay enforceable from the effective date, up to the period until which the Trainee is able to discharge his / her Fee due towards the Company by paying an amount equal to the Payment Model agreed to between the Trainee & Company well in advanced. The Company shall be entitled to terminate this Agreement earlier, subject to the provisions mentioned in this Agreement below.

The Trainee shall, however, not be entitled to any claim for damages, whatsoever, should such earlier termination by the Company occur. Also, the Trainee is not entitled to terminate this Agreement, except in circumstances discussed below in the Agreement.

This Agreement is subject to further renewal, before the termination or expiration of this Agreement, on such terms and conditions, as may be mutually agreed upon by both parties.

02. Remuneration:

The Company shall receive a certain sum as a Fee in Consideration of its Training. The Fee shall be paid based on the following Payment Models:

	PAYMENT MODEL	TOTAL FEE	TRAINEE'S CHOICE
A.	Upfront Model	Rs. 75,000.00 + 18% GST	
B.	ISA Model	Rs. 45,000.00 + 18% GST + 12% CTC	
C.	Certification Model	Rs. 24,999.00 + 18% GST	

A. UPFRONT MODEL:

02.01 Agreement Validity Period: The Agreement shall be enforceable from the date on which it is entered into between the Parties & shall continue to remain in

force until the Employment of Trainee under any Employer engaged in any Jobs for which the Company has prepared the Trainee.

02.02 Employer: Any Person or Organization, including but not limited to any Business, Company or Partnership Firm, for which the Trainee shall be providing services, either as an employee or as an independent contractor or in any other manner whatsoever.

02.03 Payment Term / Tenure: For the purpose of this Agreement, the Term of Payment shall commence from the day on which the Trainee enrolls into the Course & shall Continue until the Completion of this Course.

02.04 Installments: The Trainee shall be free to make Lumpsum Fee Payment or opt for Zero Cost EMI Mode of Fee Payment.

Lumpsum Payment	Rs. 75,000.00 + 18% GST
EMI Payment	Rs. 17,700.00 / Month for 5 Months

02.05 Placement: A minimum Employment of Rs. 3 Lacs per Annum is Guaranteed under this Model.

02.06 Job Guarantee: This Model Secures a 100% Job Guarantee. In case of the Trainee's failure to be placed with a period of 1 Year from the day of Completion of Bootcamp, the Company ensures a refund of Tuition Fee upon being satisfied that the Refund Policy (Annexure-A) has been complied with by the Trainee.

B. INCOME SAVING AGREEMENT (ISA) MODEL:

02.07 Agreement Validity Period: The Agreement shall be enforceable from the date on which it is entered into between the Parties & shall continue to remain in force until the Trainee discharges his / her obligation of Payment of 12% CTC to the Company in addition to the Course fee & 18% GST. Once the Trainee is employed under any Employer engaged in any Jobs for which the Company has prepared the Trainee, he / she shall be subjected to the afore-mentioned liability, provided that, the Trainee's annual Income exceeds the sum of Rs. 3 Lacs per Annum.

02.08 Employer: Any Person or Organization, including but not limited to any Business, Company, or Partnership Firm, for which the Trainee shall be providing services, either as an employee or as an independent contractor or in any other manner whatsoever.

02.09 Payment Term / Tenure: For the purpose of this Agreement, the Term of Payment shall commence from the day on which the Trainee enrolls into the Course & shall Continue until the Trainee secures Employment & discharges the Obligation of Paying 12% of CTC, either at once or in Instalments, whatsoever is agreed to between the Parties to this Agreement.

02.10 Instalments: The Trainee shall be free to make Lumpsum Fee Payment or opt for Zero Cost EMI Mode of Fee Payment.

Lumpsum Payment	Rs. 45,000.00 + 18% GST + 12% CTC
EMI Payment	Rs. 10,620.00 / Month for 5 Months

02.11 Placement: A minimum Employment of Rs. 3 Lacs per Annum is Guaranteed under this Model.

02.12 Job Guarantee: This Model Secures a 100% Job Guarantee. In case of the Trainee's failure to be placed with a period of 1 Year from the day of Completion of Bootcamp, the Company ensures a refund of Tuition Fee upon being satisfied that the Refund Policy (Annexure-A) has been complied with by the Trainee.

02.13 Earned Income / CTC (Cost To Company) Per Annum: Refers to the "Total Fixed Salary + Variable Pay + Employment Benefits"; Precisely, inclusive of compensation, gross income from employment or pursuant to self-employment in the field of Software, Data Science, Cyber Security, Information Technology, falling within the purview of Employment Generated Income or Reported or Required to be Reported on an Income Tax Return. Earned income also includes any non-cash consideration received or deemed earned by the Trainee, directly or indirectly, including, but not limited to, contributions to qualified and non-qualified deferred compensation and retirement benefit plans, fringe benefits not reported as wages for compensation, income, and distributions from Trainee's active participation in any entity, and equity rights or deferred compensation generated or attributable to the current period of Trainee's employment. In addition, Earned Income includes any amounts earned by or payable to the Trainee, directly or indirectly, as a result of the Trainee's provision of services to a related party. At its discretion, the Company may estimate the Trainee's Earned Income using documentation other than the Trainee's Income Tax Return, subject to the condition that the documentation is another verifiable source acceptable to the Company. It is clarified that any dispute on the Trainee's Earned Income (including if the Earned Income was earned pursuant to the skill developed through Training) shall be

determined by the Company at its sole discretion and such determination shall be binding on the Trainee.

02.14 **Income Share:** Refers to a fixed percentage of Trainee's Earned Income. Trainee's Income Share under this Agreement shall be 12.00% (Twelve Percent) of the Earned Income, which must be paid as soon as the Trainee is Employed, either in Lumpsum or in Instalments, whatsoever is agreed between the Parties to the Agreement.

C. CERTIFICATION MODEL:

02.15 **Agreement Validity Period:** The Agreement shall be enforceable from the date on which it is entered into between the Parties & shall continue to remain in force until the Interview Preparation of the Trainee.

02.16 **Payment Term / Tenure:** For the purpose of this Agreement, the Term of Payment shall commence from the day on which the Trainee enrolls into the Course & shall Continue until the Completion of this Course.

02.17 **Instalments:** The Trainee shall be free to make Lumpsum Fee Payment or opt for Zero Cost EMI Mode of Fee Payment.

Lumpsum Payment	Rs. 24,999.00 + 18% GST
EMI Payment	Rs. 9,833.00 / Month for 3 Months

02.18 **Placement:** This Model is neither a Job Assistance Model & nor a Job Guarantee Model. It is strictly confined to Teaching the Trainee & preparing him / her for the Mock Interview.

02.19 **Job Guarantee:** In case of the Trainee's failure to be placed with a period of 1 Year from the day of Completion of Bootcamp, the Company shall under no circumstances be held liable for any refund of the amount paid by the Trainee as the Course Fee.

03. Documents Required:

At the time of Signing of this Agreement, the Trainee is bound to submit to Company the following Documents:

- Aadhaar Card (___ Copies)
- PAN-Card (___ Copies)
- Cancelled Bank Cheque (1 Copy) / Passbook / Statement of Bank Account (whatsoever is mutually agreed between the Parties to this Agreement)
- All-Academic Marksheets (10th, 12th, U.G., P.G., Masters etc.)

- Resume (1 Copies)
- Details & Description of Previous Employment (if any)

04.Mode of Payment:

That, The Payment shall be made either in Lumpsum or in Instalments in the Mode as agreed between Parties to the Agreement.

05.Terms & Conditions:

05.01 That, The installments of the amount payable by the Trainee shall be determined in accordance with the Total Course Fee. For the purpose of determination of the CTC (Cost to Company), it shall be deemed to include: Total of the Fixed Salary of the Trainee + the Variable Pay + the Employment Benefits. The Trainee is bound to make payments subject to compliance with the below-mentioned clauses to the Company.

05.02 That, For the purpose of complying with this Agreement, the Trainee shall be liable to commence monthly payments of Rs. 12 % CTC, effective immediately from the date as agreed between the Parties.

05.03 That, The Trainee shall continue to make the Payment prescribed under Clause 5.02. until the entire amount as prescribed by the chosen Payment Model has been discharged by the Trainee.

05.04 That, The Trainee also has the provision to discharge liability under this Agreement, at once, with regards to the complete satisfaction of the Company.

05.05 That, The Trainee shall communicate to the Company, throughout the term of this Agreement: (i) Jobs applied for, (ii) Interviews given, (iii) CV Updated, (iv) Internships, (v) Earned Income, (vi) all employment positions accepted, including, if requested, a description of the business and products or services provided by each Employer and the nature of Trainees position with each Employer; (vii) Trainees projected annual gross Earned Income; and (viii) any changes in employment.

05.06 That, In case of Trainees failure to seek Employment within first 3 months From the date of Completion of Course, the Company shall try to secure a Paid Internship for the Trainee for an approximate duration of 6 months. This shall help the Trainee in further grooming of skills & shall make him / her eligible for employment within a Year.

05.07 That, The Company avails highly qualified Instructors. These include experts from different IITs, NITs, Industry experts, Ph.D. scholars in Computer Science etc.

05.08 That, One Batch of Trainee, in general, comprises of 25-50 Trainees, each of whom upon Completion of Bootcamp are provided with 2 to 3 Interview opportunities with reputed Employers.

05.09 That, The Training sessions by the Company are Conducted in Online / Live Mode. In future, it may happen in offline premises also.

05.10 That, The Company will provide all facilities and extend all services as agreed to between the Parties to this Agreement, including but not limited to, all Company's Resources, Mock Interviews, Job Assistance & Job Placement Support, only after the FULL FEE, in accordance with the Training Model chosen by the Trainee, is Collected from the Trainee.

06. Relationship Between the Parties:

That, The Company, being the Training Provider, holds the position of a Processing Agent for the Trainee. The Trainee by entering into this Agreement do hereby affirms his consent with the Company's engagement in managing & processing all aspects of this Agreement.

07. Obligations of Trainee:

07.01 That, The Obligations of Trainee towards the Company commences on the same day on which Trainee signs this Agreement & enrolls into the Course.

07.02 That, at the time of entering into this Agreement, the Trainee is in the right state of mind to affirm & understand that this Agreement is a binding Agreement & that the Trainee shall be liable to discharge all dues & debts dealt with by the Company.

07.03 Documents Required upon Employment:

- Letter of Offer / Employment / Appointment
- Monthly Salary Slip
- Annual Income Tax Return
- Any Increase or Decrease in CTC throughout the term of this Agreement

07.04 That, the afore-mentioned documents & disclosure regarding the Appointment shall be made within a period of 2 Months, from the date of Employment. Upon failure to provide the afore-mentioned mandatory

documents, the Company shall request the Trainee to provide the same. In this situation, further delay in necessary submissions shall also confer upon the Company to impose sufficient Penalty for the inconvenience caused by the Trainee.

07.05 That, The Trainee must undergo through the entire Bootcamp program specially designed & curated by the Company, abide by the Curriculum & Sincerely cater to the advice of experts he / she shall come across during their training.

07.06 That, the Trainee promises to invest his / her 100% efforts to secure jobs, apply to different employers, give interviews for different qualifying positions etc. in the field of Training by the Company. The Trainee must seek jobs in areas of his / her expertise & domain of interest, based upon the Trainee's past work experience & knowledge.

07.07 That, The Trainee is ready & willing to even relocate, if necessary, for the purpose of securing jobs, to any metropolitan city including, but not limited to, Delhi NCR, Pune, Bangalore, Chennai, Mumbai, Indore and Hyderabad.

07.08 That, The Company provides experts & mentors for the sake of Trainees. Trainees are expected to make the best utility of such facilities & abide by their recommendations & advices. The Trainee is also bound to regularly post updates regarding his job search & share his activities & efforts for securing a placement with the concerned department of the Company.

08.Obligations of Company:

08.01 The Company shall strive to extend its best possible facilities to all its Trainees by employing experienced & knowledgeable experts, guides & mentors for the Purpose of Training.

08.02 The Company shall make the best of its efforts in the Placement of Trainees in jobs with attractive terms.

08.03 The Company shall always uphold the interest of Trainees before anyone & anything else.

08.04 The Company shall provide all the Training promised at the time of commencement of this Agreement.

09.Termination:

09.01 That, In the usual run, this Agreement shall stand terminated as soon as the Trainee discharges the obligations towards the Company by Paying the Course Fee in full & securing a job exceeding Rs. 3 Lacs per Annum.

09.02 That, In case of invocation of Refund Policy, once the prescribed amount is recovered from the Trainee, by the Company, the Agreement shall stand terminated.

09.03 Mode of Termination: Termination of Agreement by either party will be through a Notice received at least 15 Days prior to the date of Termination of the Agreement.

09.04 Effect of termination: The termination will be effective within a period of 15 Days from the day the notice of termination has been received by the party other than the leaving party.

09.05 Termination by Company: The Company may terminate this Agreement in the following circumstances:

- Termination on receiving the entire amount due from the Trainee
- Termination for any misconduct, including but not limited to the violation of any term of this Agreement, during the continuance of training.
- If the Trainee fails to pay the required amount of fee within the prescribed limit of time, the Company shall be entitled to take any suitable action against the Trainee, including but not limited to the initiation of legal proceedings against the Trainee & the Trainee shall also be liable to the payment of fine / penalty.

09.06 Termination by Trainee: The Trainee has the option to terminate this Agreement only in the following circumstances:

- Termination by discharge of the entire amount due to the Company.
- Termination by opting out of the Bootcamp Program within 7 Days of enrolling with the Company (No Questions Asked Refund Policy). If any Trainee continues his / her Training with the Company after the expiration of the above-mentioned period of 7 Days, the Agreement shall continue to be enforceable & it shall be deemed that the Trainee has been a part of the entire Bootcamp, irrespective of the Trainee opting out of the Training before its completion.

10. Manner of Payment:

10.01 That, The Payment of Course Fee may either be made on a month-to-month basis i.e., **on or before the 5th of every month**, or the Payment may be

made in installments payable within fixed periods, whatever is agreed between the Parties.

10.02 That, The entire payment shall be discharged by the Trainee within a Period of 5 Months, in case of Upfront & ISA Model of Payment and within a Period of 3 Months in case of Certification Model, from the date of enforcement of this Agreement.

10.03 That, In case of ISA Model of Payment, on the occurrence where either the Trainee's job gets terminated or his / her Threshold Amount exceeds the CTC, the payment to the Company shall stand deferred until the restoration of Job or exceeding of CTC beyond the Threshold Amount (Temporary Suspension). On restoration, the liability of the Trainee to make payments to the Company shall resume again.

10.04 That, As mentioned in Clause 11.03, the termination or reduction in Trainee's Job Income must be due to reasonable circumstances including, but not limited to, pay-cut introduced by the employer or lay-offs owing to economic reasons. Such termination or reduction must not be a result of negligence or failure in the performance of duties of employment by the Trainee. In such, circumstances there shall be no suspension in the payment of instalments to the Company. Whether any circumstance is reasonable enough for temporary suspension of Payments by the Trainee shall be solely determinable by the Company.

10.05 That, In case of the ISA Model of Payment, the Trainee shall be liable to prove to the satisfaction of the Company as to why recovery of Bootcamp fee must be put to a temporary hold.

10.06 That, The Company is not bound to secure a new job for the Trainee. Although, it is the discretion of the Company if it chooses to help the Trainee in finding a new Job.

10.07 Penalty: That, If the Trainee makes any default in the Payment of monthly / periodical installments to the Company by delaying the Payment for more than 15 Days from the due date of the Payment, the Company shall impose a penalty / fine upon the Trainee equal to 10 % of the Monthly / Periodical Installment.

11. Reconciliation:

That, for the purpose of ensuring that the Trainee has made full & true disclosure of his Fixed Income, Variable Income, Employment Benefits etc., besides the documents mentioned above, the Company holds the right to

receive all the information (name, address, contact etc.) regarding the Employers of the trainee.

The Company has the right to inquire & examine the records and verify with the Employers, the authenticity of the disclosures made by the Trainee throughout the term of this Agreement & until the passage of 2 Year from the Discharge of payment in full.

For the purpose of this Reconciliation, the Trainee must provide all required information within 7 days from the date of request by the Company.

Consequences of Reconciliation during the Tenure of Agreement:

If it is found that the Trainee has under-represented the Earned income, either in good faith or deliberately, the Company shall re-evaluate the monthly / periodical installments. The Trainee shall be liable to make the Payments in accordance with the new calculation & such Payment shall be affected immediately from the date of re-evaluation of the installments.

12. Additional Provisions Regarding Payment:

12.01 Trainee moving Abroad: As long as the Company is able to acquire all the amount that it is entitled to receive, it is unimportant to the Company whether the Trainee stays in India or prefers to work in any other Country of the World.

12.02 Death or Disability: In the event of Trainee's Death or in any other circumstance rendering the Trainee permanently disabled, the Agreement shall stand Terminated.

13. Representation & Warranties:

13.01 That, Both the Parties to this Agreement represent and undertake that they are fully competent and authorized to enter into this Agreement and their respective signatories are duly authorized to execute this Agreement on behalf of them.

13.02 That, Company undertakes to keep abundantly secret and confidential the information received by it during the continuance of this Agreement and also thereafter, and not to divulge it in any way without expressly intimating the same in writing to the Trainee, except in the case where any such information is required to be disclosed by it under any provisions of law to a court or any such other judicial / legislative / regulatory authority provided he gives prior information to Company so that Company may initiate any preventive steps available under law in this regard.

13.03 That, Trainee is entering into this Agreement with the Company and his / her performance of all obligations do not and will not conflict with or result

in any breach or default under any other Agreement to which they are subject.

13.04 That, Company shall perform the Training in connection with this Agreement in compliance with all applicable laws and regulations.

13.05 That, Trainee shall perform the tasks allotted to him / her with complete diligence, within the limits of rights vested in him / her by the Company & the Law at the time in force in India.

13.06 That, All the information disclosed by both the parties is true & genuine to their knowledge & the Parties are entering into the Agreement with bonafide intentions.

14 Confidentiality & Non-Disclosure Clauses:

14.01 Non-Disclosure and Non-use of Trade Secrets and Confidential Information:

During the course of Trainee's Agreement with Company, Company may disclose to Trainee certain Trade Secrets and Confidential Information (defined below) or Trainee may develop certain Trade Secrets or Confidential Information on behalf of Company. Such Trade Secrets and Confidential Information of the Company are the sole and exclusive property of the Company (or a third party providing such information to the Company, as the case may be). The disclosure or generation of Trade Secrets and Confidential Information of Company to or by Trainee does not give Contractor any license, interest or rights of any kind in the Trade Secrets or Confidential Information of Company. Trainee acknowledges and agrees that any Trade Secrets or Confidential Information he / she may generate while working for Company shall be deemed the sole and exclusive property of Company as a work product made for hire.

- (a) Trainee shall hold in confidence the Trade Secrets and Confidential Information of Company and may use the Trade Secrets and Confidential Information solely for the benefit of Company & for himself / herself to accomplish the purpose of the Agreement. Trainee agrees not to use or disclose any Confidential Information for the benefit of anyone other than Company, either during the continuance of this Agreement and for an indefinite period after Trainee ceases to be a part of a Training under the Company. There shall be no such time limit on the disclosure of Trade Secrets. Except in the performance of services for Company, Trainee shall not reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer the Trade Secrets and Confidential Information of Company or any portion thereof.

- (b) Trainee agrees to return to Company, upon Termination of this Agreement, or upon request by Company, the Trade Secrets and Confidential Information of Company and all materials relating thereto.
- (c) As used herein, **“Trade Secrets”** means information of the Company, and its licensors, suppliers, clients, joint venture partners and customers, including, but not limited to, technical or nontechnical data, formulas, patterns, market entry strategies, selected locations for development of potential service distribution infrastructure, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, or a list of actual or potential students, trainees, clients, customers, suppliers or partners which is not commonly known or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- (d) As used herein, **“Confidential Information”** means information that is proprietary to Company, including information generated by Trainee while enjoying the services of Company, other than Trade Secrets, that relates to Company, is treated as confidential by Company, is valuable, and that would potentially damage or interfere with, in any manner, Company’s business if disclosed to anyone other than Company’s officers, agents, or authorized Contractor. Confidential Information includes, but is not limited to, the following items, materials and information:
 - (i) Commission Information, including but not limited to commission rates and fees charges & calculations;
 - (ii) Trainee Information, including but not limited to Trainee’s data, account information, Company’s profitability, records, invoices, the information contained in Trainees’ files, and information provided by Trainee pertaining to their background, qualifications, areas of interests etc.
 - (iii) Financial Information, including but not limited to Company's financial information, data, statements, gross margins, and methods of pricing services;
 - (iv) Contract Information, including but not limited to the existence and contents of Agreements or contracts;

- (v) Information Services. Information, including but not limited to proprietary computer code, programs, and documentation, including specifications for systems or programs, program code, system flow charts, system integration procedures, forms, training manuals, and standards manuals, licensed computer code, programs, and documentation, including specifications for systems or programs, program code, procedures, forms, training manuals, standards manuals, contracts regarding any license, and any other information provided by licensor that is proprietary to licensor; computer data, documentation, algorithms; print-outs of computer program code, whether proprietary or licensed; computer process and know-how; and computer access passwords;
- (vi) Internal Procedures, including but not limited to the internal policies and procedures of Company;
- (vii) Marketing Information, including but not limited to demographic information developed or enhanced by Company, marketing plans, strategies, schematics, business concepts, or market penetration plans;
- (viii) Personnel Information, including but not limited to personnel files and Trainee data, such as social security numbers, and compensation information;
- (ix) Pricing Information, including but not limited to internal pricing calculations of Company services and information concerning how Company's prices and pricing structures are derived;
- (x) Other Confidential Information. All other information is provided to the Company by a third-party on a confidential basis.

The above Confidential Information is confidential whether or not reduced to writing and whether or not stored on fixed or removable drives, CDs, or other information storage mechanisms. Additionally, any information that is derived from Confidential Information or a combination of Confidential Information with non-confidential information shall be deemed Confidential Information. For purposes of clarity and emphasis, the above Confidential Information specifically includes any information developed or enhanced by the Trainee during his engagement for graduating under the Company.

Confidential Information does not include anything described above:

- (i) Which is now in the public domain,
- (ii) Which becomes generally known to a third party by means other than Trainee's fault or negligence,

- (iii) Which was obtained by the Trainee from a third party other than Company, if the third party represented that such disclosure did not breach any obligation that it owed to Company or,
- (iv) Which is produced by Trainee to a third party in response to a subpoena or order of a Court or administrative agency, provided that, Company is notified sufficiently prior to the disclosure to have an opportunity to seek a protective order regarding such production.

14.02 Theft of Data: The Trainee agree that all Company's data accessed by them during this Agreement shall be deemed to be in possession of the Company and without permission of Company, they cannot copy, reproduce, transfer / transmit, or use such data. Any act in breach of the foregoing sentence shall be a movement of data by the Trainee with dishonest intention to take such data out of the possession of the Company in order to commit theft and it shall be liable for criminal prosecution of such act.

14.03 Non-Solicit: The Trainee agrees that for a period of 5 Years after the termination of the Agreement, it will not directly or indirectly solicit, agree to perform, or perform services of any type that can be rendered by the Company, for any person or entity who paid or engaged the Company for Services, or who received the benefit of the Company's Services, or with whom the Trainee had any substantial dealing while dealing with the business of the Company. For the afore-mentioned period, the Trainee shall not take any actions to assist any other company/business in recruiting any other employee who works for or is affiliated with the Company. This includes, but is not limited to identifying to such other company/business or its agents or such other entity the person or persons who have special knowledge concerning the Company's processes, methods or confidential affairs.

14.04 Competing Business: For the purpose of this Agreement "Competing Business" means: any business, whether individual or partnership, firm, corporation, or any other entity which wholly or partly, engages in any business of Manufacturing or Trading of Steel TMT Bars / Rods and of all types of Steel Structural Products.

14.05 Non-Compete: The Contractor, specifically agree that, during the course of and for a period of 5 Years after the termination of this Agreement, it will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Company in any business within the State of Madhya Pradesh, India, which produces, manufactures, distributes or sells products or provides services similar to those produced, manufactures, distributed,

sold, or provided respectively, by the Company at any time during the aforementioned period of 5 Years succeeding the termination of this Income Share Agreement.

14.06 Non-Disparagement: Both during and forever after termination of this Agreement, Trainee agrees not to disparage Company, its officers, directors, employees, agents, in any manner likely to be harmful to them or their business reputation or personal reputation; provided that, Trainee shall respond accurately and fully to any question, inquiry or request when required by legal process. Further, Trainee will not have any discussion, interview, dialog, or correspondence related to the affairs of the Company, Company's Contractor, Company Employee's, or any other persons' employment with or management of the Company with any representative or agent of a press or news organization or any customer or partner of Company. Furthermore, Trainee agrees not to take any actions that, either directly or indirectly, interfere with the Company's existing business or pursuit of any new business opportunities, including, but not limited to taking any action that may cause any Company counterparty to terminate or adversely alter his, her, or its relationship with Company.

14.07 Return of Books & Records: The Trainee agrees that all files, documents, records, customer lists, books and other materials which come into its use or possession during the term of this Agreement and which are in any way related to the Company's business shall at all times remain the property of Company, and that upon request by Company or upon the termination of this Agreement for any reason, they shall immediately surrender to Company all such property and copies thereof.

15 **Intellectual Property**:

For the purpose of this Agreement, Intellectual Property includes, but is not limited to: (i) Industrial Property – It includes Patents for Inventions, Trademarks, Industrial Designs, and Geographical Indications, and (ii) Non-Industrial Property – It includes Copyrights. In simple terms, Copyrights are the 'right to copy'. This implies that the original creators of products and anyone they give authorization to are the only ones with the the exclusive right to reproduce the work. Copyright law gives creators of original material, the exclusive rights to further use and duplicate that material for a given amount of time, at which point the copyrighted material comes into public domain.

15.01 "Intellectual Property" for the purposes of this Clause means: Industrial and Non-Industrial Property of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or

otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs and applications for any of the same, copyright, design right, database and software rights, know-how business names, trade names, brand names and all other legal rights protecting intangible proprietary information and the right to sue for any and all past infringements of any of the foregoing.

- 15.02 Any Intellectual Property created, conceived, made, modified or developed by the Trainee during the period of his Training and which relate to the duties which Trainee are bound to carry out or the duties which were attributed to Trainee or which are otherwise related to the business of the Company shall forthwith be disclosed to the Company and shall belong absolutely to the Company.
- 15.03 Trainee acknowledges that, for the purpose of Section 2(1) of the Registered Designs Act 1949 as amended by the Copyright Designs and Patents Act 1988, the Company shall be treated as the original proprietor of a design, where such design was created by Trainee during his Training.
- 15.04 The Trainee hereby agrees that if at any time during the course of this Agreement, the Trainee creates or discovers or participates in the making or discovery of any or all Non-Industrial Property, Industrial Property, and / or, any other Intellectual Property directly or indirectly relating to or capable of being used by the Company, full details of the Intellectual Property shall immediately be disclosed in writing by Trainee to the Company and the Intellectual Property shall be the absolute property of the Company. At the request and expense of the Company, Trainee shall give and supply all such information, data, drawings and assistance as may be necessary or in the opinion of the Company desirable to enable the Company to exploit the Intellectual Property to the best advantage (as decided by the Company). Trainee shall execute all documents and do all things which may, in the opinion of the Company, be necessary or desirable for obtaining a patent or other protection for the intellectual property and for vesting the same in the Company, as the Company may direct.
- 15.05 Trainee hereby agrees that (whether before or after termination of his employment), if so requested by the Company and at its expense, Trainee will apply or join with the Company in applying, for letters of Industrial Property, registration or other appropriate protection in any part of the world for any invention, process or development or Intellectual Property Right and do all other things necessary, expedient or desirable to vest such letters of industrial property, registered rights or other protection when obtained, and all right, title and interest in and to the same, in the Company

as sole beneficial owner, and for this purpose Trainee shall, at the Company's expense, take or defend any proceedings to procure or defend such application, registration or protection.

16 **Misconduct:**

The Trainee if he is accused of any misconduct as specified under the applicable law or policies of the Company and is subsequently found guilty of any such disciplinary transgression upon the completion of disciplinary inquiry shall be liable to any disciplinary action, including Legal Action other than termination of this Agreement, based on the discretion of the Company.

17 **Exit formalities:**

The Trainee shall immediately upon the termination of this Agreement deliver to the Company all documents including but not limited to all other property in possession or control of the Trainee, which belong or relate, in any way to the Company.

18 **Miscellaneous:**

18.01 Relationships: The Company is admitting Trilok Singh as a Trainee under the Bootcamp Program, who is not and shall not be deemed to be an employee, legal representative, general agent, part of the joint venture or partner of Company for any purpose. The Trainee acknowledges that the Company has not granted it any authority to make changes to the Company's terms and conditions of its functioning, grant any warranties in excess of those extended by the Company or limit its liabilities or remedies less than the Company limits its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of Company or bind Company in any transaction with customers, governmental agencies or third parties.

18.02 Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to affect the intent of the Company and Trainee.

18.03 Survival Clause: The following Clauses under this Agreement shall continue to survive indefinitely, beyond the Termination of this Agreement: 07, 09, 15, 16, 17, 20.09, 20.10, 20.12, 20.15.

18.04 Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This

Agreement may not be amended except in a writing signed by both Company and Trainee.

18.05 Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

18.06 Injunctive Relief: Any threatened or actual misappropriation of any of the Confidential Information and Trade Secrets in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore the Trainee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such misappropriation and for such other relief as Company deems appropriate. The Trainee acknowledges that in case of threatened or actual misappropriation of any of the Confidential Information: (i) irreparable loss shall be caused to Company; (ii) the restrictions contained in this Agreement are reasonable and necessary under the circumstances, singularly and in the aggregate, to protect the interests of Company; (iii) the balance of convenience is in favour of Company.

The Trainee further agrees that: (i) in the event of a threatened or actual breach of this Agreement, Company, in addition to and without limiting any of the remedies or rights which it may have at law or in equity or pursuant to this Agreement, shall be entitled to a temporary restraining order and temporary and permanent injunctions, or other similar remedy in order to specifically enforce the provisions hereof; (ii) to waive and not to require that Company posts a bond or any other security; and (iii) to waive any defenses Trainee may have in opposition to any motions made by Company to seek any permanent or temporary injunctions in connection with the enforcement of this Agreement. This right is to be in addition to the remedies otherwise available to the Company.

18.07 Indemnity: The Trainee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of the Trainee's breach of this Agreement; Company, in addition to and without limiting any of the remedies or rights which it may have at law or in equity or pursuant to this Agreement, shall be entitled to a temporary restraining order and temporary and permanent injunctions, or other similar remedy in order to specifically enforce the provisions hereof;

(a) The Trainee shall indemnify the Company against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the Company in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he / she is

made a party or which may be asserted against his / her by reason of his / her services or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, Agreement, or otherwise.

- (b) Trainee acknowledges and agrees that he shall advise the Company if his duties with the Company should be changed or enlarged in such a manner as to conflict with any such prior contract, Agreement, order or restrictive covenant without limitation on any other rights or remedies available to the Company with respect to Trainee's breach of his obligations.
- (c) Hereunder, Trainee shall defend, indemnify and hold the Company, the Affiliates, and each of their respective shareholders, officers, directors, employees, counsel, agents, affiliates and assignees (collectively, the "Company Indemnities") harmless from and against any and all direct or indirect demands, claims, payments, obligations, recoveries, deficiencies, fines, penalties, assessments, actions, causes of action, suits, losses, diminution in the value of assets of the Company, compensatory, punitive, exemplary or consequential damages (including, without limitation, lost income and profits and interruptions of business), liabilities, costs, expenses, and interest on any amount payable to a third party as a result of the foregoing, whether accrued, absolute, contingent, known, unknown or otherwise asserted against, imposed upon or incurred by Company Indemnities, or any of them, by reason of or resulting from, arising out of, based upon or otherwise in respect of: (i) any conflict between Trainee's conduct hereunder and any prior employment, duty, contract, express or implied Agreement, order or restrictive covenant; or (ii) any misrepresentation by Trainee hereunder as to any facts which are the subject matter of any conflict or violation of any prior contract, Agreement, order or restrictive covenant on the part of Trainee.

18.08 Section Heading: The section headings are included for convenience and are not intended to limit or affect the interpretation of this Agreement.

18.09 Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

18.10 Governing Law: This Agreement shall be governed in accordance with the laws of India.

18.11 Jurisdiction: Any/all disputes arising in between Contractor and Company during or after the termination of the Income Share Agreement with

Company shall be subject to the exclusive jurisdiction of courts located in the National Capital Territory (NCT) of Delhi.

18.12 Successors & Assignees: This Agreement shall bind the party's heirs, successors and assignees. The company may assign this Agreement to any party at any time. The Trainee shall not assign any of his or her rights or obligations under this Agreement without the Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

18.13 Signature: The Trainee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. The Trainee has received a copy of this Agreement signed by the Parties.

18.14 Mode of communication: The mode of general communication between the parties shall be through emails on such email address as communicated by one party to the other.

18.15 Notices: Any notice, demand, or other communication to be given by either Party to the other Party under this Agreement shall be in writing and signed by or on behalf of the Party giving it, and sent to the address mentioned herein or to such address (including email address) as communicated by one Party to the other.

18.16 Entire Agreement: This Agreement sets forth the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings, representations, conditions, and all other communications relating thereto. This Agreement shall not be amended except by written Agreement signed by both the Parties.

18.17 Ambiguities: Each party has participated fully in the review and revision of this Agreement, has been advised to consult with counsel, and has had adequate opportunity to consult with counsel. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

18.18 Counter-part: This Agreement may be executed in two or more counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same instrument. Each party agrees that the delivery of this Agreement via facsimile shall be deemed effective delivery.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative on the day and year first above written.

Meena Dhakad

(TRAINEE)

Name: Meena Dhakad

Mobile No.: 9039398730

E-mail ID: dhakadm970@gmail.com

Primathon Academy
(COMPANY)

Name: Raj Chawbey

Designation: Manager

Mobile No.: 8950933267

E-mail ID:
helloprimathonacademy.in