

## **UNDERTAKING**

To  
Inspira Enterprise India Private Limited  
23, Kalpataru Square, level 2, Kondivita Lane  
Off Andheri Kurla Road,  
Andheri (East),  
Mumbai – 400059

Subject: **Undertaking in respect of training sponsored by the Company**

Dear Sir/Madam,

I, \_\_\_\_\_ S/o or D/o \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_, do hereby solemnly affirm and sincerely state as follows:

1. That I have been recruited in Inspira Enterprise India Private Limited (hereinafter referred to as the Company/Inspira) as \_\_\_\_\_ in \_\_\_\_\_ (location) with effect from \_\_\_\_\_.
2. That I shall serve the Company on the terms and conditions set forth in the Company's Appointment Letter issued to me dated \_\_\_\_\_ as modified by the Company from time to time to the extent that they are not inconsistent with the terms and conditions of this agreement as hereinafter provided;
3. During course of my employment, Inspira may depute me to undergo specialized in-house training and on the job training. I may also be required to undergo external training program adding value to my existing technical or educational qualification on the basis of operational requirements of Inspira for performing my task effectively, efficiently and as per the requirements of the Clients. Such external training programme could include training from educational or training institute.
4. I am aware that I will derive huge benefits and value additions to my skill sets from the specialized training to be provided by the Company which will be at the costs and expenses of the Company. In order to recompense the Company, I am required to be employed with the Company and/or be associated with that project, i.e., particular specialized service and solution to a customer/client of the Company for a specified period of time.

5. I am also aware that training period would be as per the discretion of Inspira or time schedule of the external training agencies.
6. I have agreed to undergo the training (which includes courses that may be undertaken by me) and Company has agreed to train and employ me basis the representations and assurances by me to comply with the terms of this Undertaking.
7. I acknowledge that in the event I voluntarily resigns and/or my services are terminated with the Company, for any reasons whatsoever, the Company shall incur substantial loss, including, but not limited to, finding a suitable replacement, training, loss of time & cost towards mobilization of resources of trainer & training facility, project continuity, etc., in the event I am in default or committing breach of the Undertaking or otherwise gives cause for termination of service by the Company. Considering above, I further undertake that I shall continue to be employed with Inspira as per the below mentioned schedule:

Certification/ Training Cost	Lock-in Period from the date of last training undertaken
Not exceeding Rs. 30,000/-	1 year
Exceeding Rs. 30,000/-	2 years

8. I hereby consent and agree to reimburse the amount due to Inspira from my salary or my final settlement dues on account of the following instances:
- i) voluntary withdrawal from the Course early without Inspira's prior written consent;
  - ii) dismissal from the Course, unless the dismissal arises out of the discontinuance by the Course provider;
  - iii) termination of my employment for any reason prior to completion of the Course; or
  - iv) resignation from the employment either prior to completion of the Course or after the end of the Course
9. In the circumstances mentioned above, I shall forthwith pay to the Company a sum of as mentioned above by way of liquidated damages without prejudice to such other rights that the Company may have against me. I acknowledge that the liquidated damages as mentioned below is a genuine and reasonable pre estimate of the damages that the Company is likely to suffer, on account of providing specialized training, over a period

of time, to me apart from other benefits derived by me and loss accruing to the Company and is not by way of any penalty.

10.I have read the contents fully and understood the same and herewith undertake to abide in all its entirety.

Date :

Place : \_\_\_\_\_

(Employee's Signature)