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IN-UP06153063453480W

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Certificate No.	:	IN-UP06153063453480W
Certificate Issued Date	:	01-Oct-2024 02:33 PM
Account Reference	:	NEWIMPACC (SV)/ up14004604/ NOIDA/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP1400460409086217098337W
Purchased by	:	Mygurukulam Learning Solutions Private Limited
Description of Document	:	Article 19 Certificate or other Document
Property Description	:	A-27D, 1ST FLOOR, SECTOR-16, NOIDA, U.P. 201301
Consideration Price (Rs.)	:	
First Party	:	Mygurukulam Learning Solutions Private Limited
Second Party	:	Not Applicable
Stamp Duty Paid By	:	Mygurukulam Learning Solutions Private Limited
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Signature... ASHOK KUMAR SHARMA
ACC NAME ASHOK KUMAR SHARMA
ACC Code UP14004604 ACC NOIDA U.P.
M. 8586079335 Licence No. 56/1997
Tehsil Distt. G.B. Nagar

₹100

IN-UP06153063453480W

Please write or type below this line

TRAINING AGREEMENT

THIS TRAINING AGREEMENT (The "Agreement") is entered into this **28 September, 2024**, by and between the **MyGurukulam Learning Solutions Pvt. Ltd.**, having its principal place of business at **A-27D, First Floor, Sector 16, Noida, Uttar Pradesh-201301 ("Company")**, and **Sheetal Nain ("Candidate")**, Son/ Duaghter of **Mr. Kuldeep Singh** resident of **47, Ganpati Nagar, Jodhpur - 342304.**

WHEREAS, the Company is an Ed-tech company which runs train and Hire program and desires to contract with Candidate.

Sheetal

Authenticated through Leegality.com (SNoVWZT) Sheetal Nain
Date: Wed Oct 16 17:02:48 IST 2024

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS, Candidate desires to get trained, during the DevOps Ninja Program, as per the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Company and Candidate further agree as follows:

1. Definitions.

1.1. "**DevOps Ninja Program**"- This is a training program, approx. 28-weeks course that trains candidates in tools and techniques of DevOps making them ready to solve real-world DevOps problems for the industry. This Programme is divided into 3 Phases Abhayarthi, Vidyarthi, and Professional Training.

1.2. "**Abhyarthi**"- This is the first Phase of the DevOps Ninja Program. It's a two-week program where Candidates will learn about AWS. This allows our academic team to assess the performance and motivation to move to the next phase i.e. Phase 2- Vidyarthi.

1.3. "**Vidyarthi**"- This is the second phase of the DevOps Ninja Program. It's a 12 weeks rigorous training program that will test the length and breadth of the Candidate's learning efforts. In this phase, Candidate will be taught about the DevOps tools and practices, which are Industry relevant, to make them ready to solve real-world problems.

1.4. "**OpsTree Certified DevOps Ninja**" or "**Snatak**"- The Candidate will be declared as Snatak by the Company on the completion of Phase 1 & Phase 2 with the desired rating as defined by the Company in the DevOps Ninja Program. It will be at the discretion of the company to declare the candidate as Snatak.

1.5. "**Completion Certificate**"- The candidates who will complete Phase 2, however, will not achieve the desired rating will only get the Completion Certificate.

1.6. "**Professional Training**"- This is the third phase of the DevOps Ninja Program. In this phase, the candidate will solve the real-world DevOps problems for tech Giants.

2. COMPENSATION-

2.1 Snatak Declaration- As the actual cost of the DevOps Ninja Program is **INR 100,000**, we are offering it to the Candidate at a discounted price of **INR 42,600**, on the condition that he joins our Company as an employee under Train & Hire Program.
However, in consideration of the Company, meeting the costs of the DevOps Ninja Program for the Candidate, which is set out in Schedule A to this Agreement("the Costs"), the Candidate agrees to refund the Company the Costs if:

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2.1.1 The Candidate voluntarily withdraws from the DevOps Ninja Program before getting declared as Snatak, without the Company's prior written consent.

2.1.2 The Candidate decides not to continue with the employment opportunity, after getting declared as Snatak.

2.2 Professional Training- As the actual cost of the Professional Training is **INR 100,000**, we are offering it to the Candidate for no charges, on the condition that he joins our Company as an employee under Train & Hire Program.

However, in consideration of the Company, meeting the costs of the professional Training and DevOps Ninja Program for the Candidate, which is set out in the Schedule B to this Agreement("the Costs"), the Candidate agrees to refund the Company the Costs if:

2.1.1 The Candidate voluntarily withdraws from the DevOps Ninja Program before completing the Professional Training and after getting declared as Snatak, without the Company's prior written consent.

2.1.2 The Candidate decides not to continue with the employment opportunity, after completing the Professional Training.

3. The candidate will not be liable to pay any Compensation to the Company in the following cases:
   3.1 The Candidate has completed the Vidyarthi program but has not been declared as a Snatak.
   3.2 The Candidate joins the Company as an employee after completion of Professional Training.

4. The training amount as specified in Compensation of this Agreement is a genuine attempt by the Company to assess it's loss as a result of the termination of the Candidate's engagement and takes into account the derived benefit to the Company. The Agreement is not intended to act as a penalty on the candidate upon the termination of his/her engagement.

5. Term. The term of this Agreement shall be of atleast 7 (seven) months from **28 September 2024 to 28 April 2025.**

6. Termination. The company can terminate the agreement with prior written notice to the Candidate. The Candidate can terminate the Agreement, on fulfilling the following conditions as applicable:

   6.1 In case the Candidate wishes to terminate the Agreement at any time before getting declared as Snatak, he/she can do so upon the payment of full course fees, i.e. **INR 100,000.**

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6.2 In case the Candidate wishes to terminate the Agreement at any time before completing professional training and after getting declared as Snatak, he/she can do so upon the payment of full course fees as well as Professional Training fees, i.e. **INR 200,000**.

7. Relationship. The parties understand and agree that the Candidate associated with the company under the DevOps Ninja Program and that Candidate is not an employee, agent, or contractor of the Company, nor is the Candidate entitled to Company employment benefits. The candidate understands and agrees that candidate is not entitled to workers' compensation benefits, until the candidate onboards the company as an employee.

8. Notice. Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent by certified mail.

A. Notices to the Company shall be given

(i) via EMAIL- addressed to: Yogesh Batish(yogesh.batish@opstree.com), Yashi Bajpai(yashi.bajpai@opstree.com) & HR(hr@opstree.com). Or

(ii) Delivered physically at A-27D, First Floor, Sector 16, Noida, UP-201301.

B. Notices to the Candidate shall be addressed to the Name and Address as mentioned in the first paragraph of the agreement.

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

9. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the Company or Candidate because of any term contained in this Agreement.

10. Assignment. This Agreement is predicated upon the Candidate's special abilities or knowledge, and the Candidate shall not assign this Agreement in whole or in part without the prior written consent of the Company.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

12. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be

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construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

13. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

14. Interpretation. The validity, interpretation, and effect of this Agreement shall be determined under the law of India. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts of Delhi. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this SERVICES AGREEMENT as of the date first written above.

Company

By: Authenticated through Leegality.com (SNoVWZT) Sheetal Nain Date: Wed Oct 16 17:02:48 IST 2024

Name: Sheetal Nain

By:

Name: Yogesh Batish

Title COO & Head of Deliveries

Schedule A

OpsTree Certified DevOps Ninja Cost	INR 100,000
Offer Price* for the Candidate	INR 42,600

*The Offered Price can be paid by the candidate in 3 equal monthly installments.

Schedule B

OpsTree Certified DevOps Ninja Cost	INR 100,000	Offer Price* for the Candidate	INR 42,600
Cost of Professional Training	INR 100,000	Offer Price for the Candidate	INR 0

*The Offered Price can be paid by the candidate in 3 equal monthly installments.

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