

Trainee Agreement

This AGREEMENT is made at Chennai this ____ day of _____ 202_ between Hexaware Technologies Limited. (hereinafter referred to as “**the Company**”) having its office at Plot No. H5, SIPCOT Information Technology Park, Navallur Post, Siruseri – 603103 of the First part and Mr./Ms./Mrs. _____ an inhabitant residing at _____ having permanent address at _____ (hereinafter referred to as the “**Trainee**”) of the Second Part, And Mr./Ms./Mrs. _____ residing at _____ (hereinafter referred to as “**the Guarantor**”) in which expression shall be deemed to include their executors, heirs and administrators of the Third Part.

WHEREAS the Company is involved in the business of providing IT solutions, Software Development and Consultancy Services– offering services and products to clients worldwide.

Trainee’s Name:

Guarantor’s Name:

Trainee’s Signature:

Guarantor’s Signature:

Commented [VN1]: Trainee Name

Commented [VN2]: City Details of Trainee

Commented [VN3]: Address of Trainee

Commented [VN4]: Guarantor Name

Commented [VN5]: Address of Guarantor

WHEREAS expertise and specialization in Software Development and Consultancy Services can be primarily acquired through Training and/or orientation programmes.

WHEREAS the Company is providing specialized training including both classroom training, platform specific training and project execution training to the Trainee on a no charge basis. Apart from this the Company will pay Rs. 4,00,000 (Rupees Four Lakhs only), Per Annum.

WHEREAS Trainee agrees to provide the certified copies of the college courses completed, professional degrees/diplomas obtained and names of two referees, the same shall not be their relatives.

WHEREAS this training substantially improves the Trainee professional standing and it has been imparted by the Company at a considerable expenditure, effort and time as an investment, the Company expects a commitment (as stated herein below) from the Trainee to recover its expenditure or seek punitive damages for part or non-fulfillment of the same.

Definitions:-

- 1) "Trainee" shall mean a person who is undergoing specialized training in pursuance to this agreement
- 2) "Training" shall mean a course of training in Software / IT industry in pursuance of this agreement and shall include but not be limited to specialized experience leading to greatly enhanced career prospects, such training will be provided as and when required and when the Company deems fit.
- 3) "Training Period" shall mean a period of one year from the date of joining or any extended period thereafter
- 4) "Term" shall mean the period of 2 years of Service from the date of joining the Company

IT IS NOW HEREBY AGREED AS UNDER

1. The Trainee undertakes to serve the Company or any of its associates or affiliated companies, in accordance with the prescribed terms and condition of the Company, for the full Term (as defined above). The Trainee further agrees to undergo, accept and complete the Training as arranged by the Company during the Training Period. The benefits to be given to the Trainee will be as per the rules and regulation of the Organization as applicable. The Trainee is giving this undertaking in lieu of the considerable expenditure incurred by the company on him/her.

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature:

2. By way of a guarantee for due performance of all terms and conditions contained in this Agreement, the Trainee provides herein below the name of his/her near relative/person and who have consented by signing herein below to stand as Guarantor on his/her behalf to ensure 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. 2,00,000 /- (Rupees Two Lakhs Only) as genuine pre-estimated monetary loss and liquidated damages with interest thereon at fifteen percent OR his/her Guarantor mentioned below shall be liable jointly and severally with the Trainee to pay the same to the Company, being the cost for the training as well as any other incidental expenditure incurred on the Trainee. The said payment is to be made immediately on demand from the Company. Both Parties agree and acknowledge that such amount of Rs.2,00,000/- is not in the form of a penalty or fine. The service bond has to be duly authorized with a seal & signature by the notary /gazette officer. Below are the details of Guarantor defined under this Agreement:

NAME	ADDRESS	OCCUPATION	PAN. NO.

Commented [VN6]: Details of Guarantor

3. Trainee shall obey and adhere to the policies, practices and procedures of the company as provided to him at the commencement of training period. Trainee shall co-operate fully with the relevant Department surveys, reviews and quality assurance and any related activities.
4. Trainee acknowledges that it should provide its support and use its best endeavors in protecting the Intellectual Property Rights of client/customer during the training period. In the event the Trainee misuses such Intellectual Property Rights of client/customer, Trainee would be liable for unlimited damages as solely determined by client/customer and the Company bears no liability of whatsoever nature for the same..
5. Trainee shall co-operate fully with the Company's institutional policies viz. Prohibiting discrimination and sexual harassment, etc..
6. During the course of his training period with the Company he may come across or become privy to various kinds of information in documentary, electronic, oral form relating to the Company, its Associates, its partners, and/or its client's businesses, their business plan, strategies, processes, systems, intellectual property rights (IPR's) such as software programs, source codes, designs, drawings, specifications, processes, formulae, inventions, discoveries, records, documents, concepts, data, know how etc (collectively described as Confidential Information)
- 6.1 Trainee hereby agrees not to make copies, take possession, disclose or divulge any Confidential Information to any person including but not limited to competitors of the Company.

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature:

6.2 Trainee recognizes and understands that the Company has received and in future will receive from third parties who may or may not be customers or prospective customers of the Company, their confidential and proprietary information subject to a duty on the Company's part to maintain the confidentiality and use it for certain limited purposes. Trainee agrees that it will hold all such confidential information in the strictest confidence and not to disclose to any person, firm or corporation or to use it except as necessary in carrying out your work for the Company in conformity with the Company's agreement with such third party

Notwithstanding the foregoing Trainee's obligation of confidentiality shall not prevent him from disclosing information that may be required to be disclosed under the applicable law in force at the said time.

Failure to comply with any of the above Responsibilities shall constitute grounds for disciplinary action, including suspension or termination, at the Company's sole discretion and in such event he/she shall be liable to pay the Company Rs. 2,00,000 / as mentioned in clause no. 2 hereinabove.

7. The Trainee further undertakes and agrees that in the event of him/her ceasing to serve the Company or any of its associates or affiliated companies, in accordance with the prescribed terms and conditions of the Company, during the Training Period and the Term (as defined above) for any reason whatsoever, in addition to any other limitation during the Training Period and the Term, he /she will not directly or indirectly;

7.1 Solicit or accept employment or enter into an understanding/ arrangement/ agreement having provisions similar to this agreement with any competitor's of the Company or its Subsidiaries or its client

7.2 Employ, solicit the employment of, or encourage or aid any other party to employ or solicit the employment of any employee/ associate/ Trainee of the Company or to incite/encourage an independent agreement or to terminate employment with the Company.

7.3 Contact any persons or companies which are customers or prospective customers of the Company or any of its affiliates or subsidiaries for the purpose of soliciting the customers or prospective customers in competition with the Company its affiliates or subsidiaries nor solicit or divert or cause anyone to solicit or divert, any such customers or prospective customers from the Company, its subsidiaries, affiliates.

For the purpose of point No. 7.1 & 7.3 above, client means any organization or person or Franchisee to which for a fee or charge, the Company has provided services. A prospective client means a person or any other organization or person to which the Company has within the twelve months period preceding such completion of Training or termination, submitted a proposal to provide services.

8. The Company shall not be liable for any personal injury/ death of the Trainee, which is a result of any act or deed of the Trainee, whether direct or indirect. Notwithstanding anything to the contrary elsewhere contained, the total liability of the Company for any personal injury/ death

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature:

of the Trainee as a result of direct fault of the Company shall be limited to training fees paid by the Company to Trainee for the preceding six months.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED IN THIS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE COMPANY SHALL NOT IN ANY EVENT, BE LIABLE FOR ANY INDIRECT OR SPECULATIVE OR CONSEQUENTIAL OR PENAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTIONS, AND LOSS OF INCOME OR PROFITS, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. COMPANY SHALL ALSO NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS, OTHER THAN AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT.

9. 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 Guarantor, the same shall be referred to a person to be nominated by the company 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 & Conciliation Act, 1996 or of any modification or re-enactment thereof. In case of any litigation it is agreed by all the parties that courts in Chennai will have exclusive jurisdiction to try any matter to the exclusion of all other courts.
10. In the event the Trainee breach any of the provisions of this agreement and/or terminates this agreement, by leaving the Company on or before completion of the Training Period and the Term, he or she shall be liable to pay as genuine pre-estimated monetary loss and liquidated damages of Rs. 2,00,000 /-(Rupees Two Lakhs Only) to the Company. In the event of failing to comply with the foregoing such liquidated damages shall carry an interest of 15% per month, from the date of breach of any provisions of this agreement. For this clause, Guarantor shall be equally responsible and liable on behalf of Trainee.
11. **Cumulative Rights:** All remedies of any Party under this agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
12. **Amendments:** No modification or amendment to this agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both Parties.
13. **Partial Invalidity:** If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
14. **Reservation of Rights:** No forbearance, indulgence or relaxation or inaction by the Company at any time to require performance of any of the provisions of this agreement shall in any way affect, diminish or prejudice the right of the Company to require performance of that provision and any waiver or acquiescence by the Company of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this agreement.

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature:

15. During the period of term, if the Trainee achieves any invention, process improvement, operational improvement or other process/methods, likely to result improve efficient operation of the any of the activities of the Company, the Company shall be entitle to use, utilize and exploit such improvements and he shall assign all his rights to the Company for the purpose of seeking any patent rights or other Intellectual Property Rights in respect thereof or for any other purpose as the Company may deem fit.

16 Termination and Consequences

16.1 Subject to Clause 16.2, this Agreement may be terminated by the Company without assigning any reason by giving 2 months prior notice or 2 months basic salary in lieu of notice.

16.2 This Agreement may be terminated forthwith (without any prior notice) by the Company without payment of salary in lieu of notice, if the Trainee shall at any time:

- (a) Refuse or fail to go for training as and when required by the Company; or
- (b) Commit breach of any of his obligations herein contained; or
- (c) Be guilty of any misconduct or indiscipline, breach, persistent un-punctuality and neglect in the discharge of his duties hereunder; or
- (d) Breach any rules and/ or regulations made by the Company; or
- (e) Become bankrupt and/ or make any agreement or composition with his creditors; or
- (f) Become of unsound mind; or
- (g) Be convicted of any criminal; or
- (h) Become permanently incapacitated by accident or ill-health from performing his duties hereunder; or
- (i) Be declared medically unfit and/ or fail to get a medical fitness certificate. or

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature:

17. **Address and contact details:** All communications between Company and Trainee or the Company and Guarantor shall be deemed to have been effectively serviced if addressed to the following addresses:

Company: **Hexaware Technologies Ltd.**
Plot No H5,
SIPCOT IT Park,
Navallur Post,
Siruseri,
Chennai – 603103

Contact Details of

Trainee

Commented [VN7]: Mention Name, Address, and Contact Number of Trainee

Contact Details of

Guarantor

Commented [VN8]: Mention Name, Address, and Contact Number of Guarantor

Any change in the above addresses of any of the concerned parties i.e. Company, Trainee or Guarantor, shall be intimated to the other parties by the Party whose address has changed within a period of seven days of such a change. If no change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties.

In witness whereof all the three parties to this Bond have signed this Articles of Agreement.

For Hexaware Technologies Ltd.

Name : _____
Address: _____

AUTHORISED SIGNATORY

Witness

1. Signature : _____ Name : _____
Address: _____

Commented [VN9]: Remove Witness Section

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature:

Trainee

Signature : _____ Name : _____

Address: _____

Guarantor

Signature: _____ Name: _____

Address: _____

Witness

1. Signature : _____ Name : _____

Address: _____

Commented [VN10]: Remove this section

Trainee's Name:

Trainee's Signature:

Guarantor's Name:

Guarantor's Signature:

AFFIDAVIT

I _____ an Indian inhabitant, residing at _____ do hereby solemnly affirm and declare as under;

Commented [VN11]: Trainee Name

Commented [VN12]: Address of Trainee

- 1) that all information provided by me pursuant to the Trainee Agreement entered between the Company and myself is true to my knowledge.
- 2) I state that I have not hidden any facts and have not misrepresented or deprecated any information including but not limited to details, materials, data or any certificates furnished by me to the Company.
- 3) I state that all the certified copies of my mark-sheets, certificates, letters from educational institutions or any other relevant official document is true and valid and enforceable documents under the applicable law.
- 4) I understand that I accept full responsibility for my actions and will be held accountable for any misconduct or violation of my obligations under this Agreement.
- 5) I will furnish additional information or documentation as may be deemed necessary by the Company at any time.
- 6) I hereby declare under penalty of perjury that the information and statement furnished by me are true and correct.
- 7) I further swear that it is my honest intent, if accepted as a Trainee, to diligently perform the services for the company until the completion of my Term as stated under the agreement, that I will read and become familiar with and obey the Rules and Regulations of the Company and the X, and abide with the terms of this Trainee ship, and do all other acts as necessary and required by the Company.

By sworn affidavit I acknowledge I have read the terms and conditions of the Trainee Agreement dated _____ in its entirety and affix hereunder

Signature:

Date:

Name:

Trainee's Name:

Guarantor's Name:

Trainee's Signature:

Guarantor's Signature: