

TRAINING AGREEMENT

This Training Agreement ("**Agreement**") is made at Chennai, Tamil Nadu on the 24th of November 2023 ("**Effective Date**") by and between

Excelencia iTech Consulting Pvt. Ltd., a company incorporated under the Indian Companies Act, 1956 and having its registered office at 2/548, East Coast Road, Neelankarai, Chennai 600 041 ("**Company**")

AND

Xavi Ahisha Ancy J ("**Employee**"), an employee of the Company, with Employee Code **ECPL0815** , belonging to the Business Unit **DES**, holding Aadhaar number **324243366624**.

The Company and Employee are referred to as "**Parties**" in the collective and as a "**Party**" individually.

WHEREAS

1. The Company is an information technology services company specialized *inter alia* in the areas of application development, infrastructure management, database administration, messaging, and collaboration.
2. The Employee is in the employment of the Company since 11/28/2022 (MM/DD/YEAR) subject to the terms and conditions contained in the Appointment Letter.
3. The Company has agreed to provide training to the Employee, which the Company believes will help the Employee to improve their service delivery to clients, and in turn, helps build the overall technical capability of the Company.
4. The Company is offering such training to the employee hoping that the Employee will continue being an employee of the Company during the term of the training and for at least Twelve (12) months after completion of the training so that it benefits from investing in the Employee's training.

NOW THEREFORE, the Parties have agreed to execute this Agreement under the terms and conditions set forth herein.

1. The Training cost of Rs. 65,455/-, shall be completely borne by the Company. The Employee is selected for this training by virtue of his/her association and employment with the Company and on his/her assurance to continue in the services of the Company.
2. The Employee understands and agrees that he/she owes to the Company an obligation to always use his/her best efforts to complete the training and have a duty of loyalty to the Company.

3. The Employee expressly understands and acknowledge that soliciting, negotiating, contacting, either directly or indirectly, with another prospective employer, competitor, customer, client or any other entity engaged in, or to be engaged in, the business of software development, programming, IT consulting, quality assurance, testing, validation, systems analysis or networking, while undergoing training and for a period of Twelve (12) months from the final completion of the training program, shall be deemed to be a breach of this agreement and shall entitle the company to liquidated damages as set forth below.
4. The Employee acknowledges that the Company will be making an investment of time, money, and resources in training him/her and preparing him/her for potential work assignments, and that the Company will incur significant expense in connection therewith.
5. The Employee agrees that upon completion of the training period, he/she shall promptly deliver to the Company all documents and writings and other materials pertaining to the training and/or any confidential information that belongs to the Company, including but not limited to training materials, software, electronic devices, copies, manuals, and any corporate equipment that may be in his/her possession at that time.
6. The Employee shall not terminate employment with the Company during the duration of the training and for a period of twelve (12) months thereafter. The Employee understands that such resignation from the services of the Company will result in economic losses consisting of the expenses involved in training him/her as well as lost revenue.
7. If the Employee terminates their employment with the Company prior to the completion of the training and the twelve (12) months commitment period, the Employee agrees to pay back the actual training costs incurred by the Company in accordance with the following schedule.

During the course of the training	100% reimbursement
Post completion of training	<p>Depreciating value to be calculated in accordance with and proportional to the training costs and commitment period.</p> <p>For example: if the total training cost per person is Rs. 65,455 and the commitment period is 12 months, each participant will be liable to repay training costs to the Company in the following manner:</p> <ul style="list-style-type: none"> • Termination/resignation in 1st month post training completion – Rs. 65,455 • Termination/resignation in 2nd month post training completion – Rs. 60,000 • Termination/resignation in 3rd month post training completion – Rs. 54,545 • Termination/resignation in 4th month post training completion – Rs. 49,091 • Termination/resignation in 5th month post training completion – Rs. 43,636 • Termination/resignation in 6th month post training completion – Rs. 38,182 • Termination/resignation in 7th month post training completion – Rs. 32,727 • Termination/resignation in 8th month post training completion – Rs. 27,273 • Termination/resignation in 9th month post training completion – Rs. 21,818 • Termination/resignation in 10th month post training completion – Rs. 16,364 • Termination/resignation in 11th month post training completion – Rs. 19,909 • Termination/resignation in 12th month post training completion – Rs. 5,455

8. This Agreement will be deemed invalid after fourteen (14) months from the Effective Date.
9. The Employee permits the Company to deduct training costs from any compensation that the Company owes to them post termination of employment with the Company. The Employee shall pay any balance amount.
10. This Agreement shall be governed in accordance with the laws of India. Any and all disputes arising from or in connection with this Agreement shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English and the arbitrator shall be mutually chosen by the parties. The place of arbitration shall be in Chennai, Tamil Nadu.
11. This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company, as of the commencement of training and shall constitute the only agreement between the parties for the period of training herein above stated. No provisions of this agreement shall be changed or modified, nor shall this Agreement be discharged, in whole or in part, except by an agreement in writing signed by the party against whom such change, modification, or discharge is claimed or sought to be enforced. In the event that any provision of this Agreement shall be held to be invalid in any circumstance, such invalidity shall not affect any other provision or circumstance.

Agreed and accepted by:

For Excelencia iTech Consulting Pvt Ltd.	For the Employee
Name: B. Buvaaneswari	Name: J. Xavi Ahisha Ancy
Title: Chief Financial Officer	Title: Senior Software Engineer
Date:	Date: 19/01/2024
Signature:	Signature: J. Xavi Ahisha Ancy