

Date: 9<sup>th</sup> November, 2020

**Agreement forming part of Training cum Employment offer**

This Agreement is entered between **TatvaSoft** (herein after referred to as "Company") and **Mr. Yash Narbherambhai Bhatasana** (herein after referred to as "Trainee")

**WHEREAS**

- 1.1 Company has agreed to impart training to **Mr. Yash Narbherambhai Bhatasana** as per terms of the agreement mentioned herewith for which are as follows
- 1.2 Trainee is desirous of taking training with TatvaSoft and committed to stay with company for agreed duration mentioned herein or pay to the company the whole amount for imparting training.
- 1.3 It has been agreed on part of the Trainee to join for training, stay in employment after successful completion of training and as part of the consideration for the efforts and costs involved for imparting training, Trainee agrees to submit the cheque of Rs. 35,000/- (Rupees Thirty Five Thousand Only).

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERTO AS FOLLOWS:**

- 2.1 Trainee hereby agrees to take training for the duration starting from 1<sup>st</sup> January, 2021 to 30<sup>th</sup> June, 2021. After successful completion of training company may offer a job for which they agree to be in employment with the company. The submitted amount of Rs.35,000/- will be returned in Jan 2022, if employee stays employed with the company.
- 2.2 Trainee will undergo training for a period determined by the company. Job offer of Trainee will depend upon the performance of Trainee and terms and conditions decided by the company.
- 2.3 The information obtained during the training period will be used only in the interest of the company and that this knowledge will not be shared by the Trainee with any other profit making or nonprofit making institute / organization / society / firm or otherwise during the period of training unless with the explicit permission of the company.
- 2.4 They agree, during or after the term of their training, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. If they reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed, the right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee.
- 2.5 The Trainee agrees to deposit cheque of Rs. 35,000/- (Rupees Thirty Five Thousand Only) as a security deposit to join for training with company which will be refunded after one year of training date commencement as per point 2.1. In case they for any reason, they deny to join for training after cheque submission, leave the services of the Company in training, or do not accept the employment then the said amount will be forfeited being the indemnification of the cost to the Company for providing training or investing time in recruitment. They undertake not to dispute the amount and claim back, before requesting for formal relieving order during the agreed employment duration.

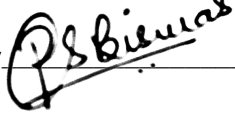
In case any dispute arises at any time between the parties hereto as to the construction, meaning or effect of this Agreement or any clause or provision contained herein or their respective rights, duties or liabilities hereunder the parties shall endeavor their best to resolve it by mutual discussions and

agreement. If the dispute cannot be resolved within 30 days, then the same shall be referred to two arbitrators to be appointed by each party and the arbitration proceedings shall be in accordance with the arbitrations and conciliations act, 1996 and shall be held in Ahmedabad.

No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the parties hereto unless made in writing duly signed by or on behalf of both the parties hereto.

I have read and understood the agreement clearly. I was given adequate time to read and sign the agreement.

**TatvaSoft**

By 

**Mr. Yash Narbherambhai Bhatasana**