



Training and Employment Agreement

This Training and Employment Agreement (hereinafter referred to as the “Agreement”) is executed on **13th December 2021** (hereinafter referred to as “Effective Date”) by and between

Codingmart Technologies, a company registered under the applicable laws and having its registered office at MDS Group Signature, 3rd Floor, 38th Cross Road, 5th Block, HBR Layout, Bangalore 560043, Karnataka (hereinafter referred as the “Company” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns), represented by its authorized signatory Anitha Sathish.

AND

i. **Dhanasekar Selvam**, bearing aadhaar number **7002 4609 2386** having place of residence at **31/143 Kunjan Street Pavadi municipal Boys Higher Secondary School Backside, Salem - 636001**. hereinafter referred as the “trainee”). The Company and the Trainee are together referred to as Parties and individually as party.

Recitals

WHEREAS the Trainee desires to work with the Company and in furtherance of the same has been **selected for training by the Company for period of 9 months of internship** (Excluding leaves availed), hereinafter referred to as “Term of Training” and if decided by the Company in its sole discretion may be offered by the Company an employment with the Company post the Training;

WHEREAS the Company, must disclose and discuss sensitive and confidential information in the ordinary course of their engagement with the Trainee and in furtherance of the same, this Agreement details the terms of this Training and Employment.

NOW THEREFORE, in consideration of the promises and other covenants and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, this Agreement witness as follows:

2. Definitions

- 1.1. “Agreement” shall mean and include this Training and Employment Agreement along with its recitals, annexures, schedules, and amendments, if any.
- 1.2. “Confidential Information” shall mean and include any and all information disclosed by the Company to the Trainee during the term of this Agreement,



which is by its very nature confidential whether or not expressly marked as confidential by the Company. The Company may disclose such Confidential Information in any manner including without limitation oral, written or in electronic form. The Confidential Information shall include (without limitation) proprietary information relating to all tangible and intangible information, development, utility, price, quotes, bids, controls, operating procedures, cost, know-how, research and development, general or specific data, documents, papers, statements, photographs, drawings, diagrams, pictures, computer programming techniques, methodologies, computer codes, source code, object code, trade secret, Intellectual Property, information pertaining to the present and/ or proposed vendors, customers/clients, business partners, affiliates, subsidiaries, independent contractors, sub-contractors, suppliers, organizational structure, policies and procedures of the Company, user manual documentation, marketing and sale techniques, technical and non-technical details, unpublished financial data, budgets, profits, accounting techniques and procedures, terms of this Agreement and any all agreements that the Parties may enter hereafter.

- 1.3. "Intellectual Property Rights" shall mean and include individually or collectively following worldwide rights relating to the Intellectual Properties including without limitation patents, trademarks, copyrights, trade secret, rights in the Confidential Information, right to privacy and publicity, website, logo and service marks, internet, intranet, world wide web URLs or addresses, brand name, whether or not filed, perfected, registered or recorded, including such intellectual property now, hereafter filed, issued or acquired.
- 1.4. "Assessment Period" shall mean and include **initial 2 weeks of training & evaluation period before the Internship followed by 9 months of Internship** of this Agreement during which the Trainee shall be assessed and evaluated by the Company.

3. Terms of Training

- 2.1. During the Assessment Period, the Company shall assess and evaluate the performance of the Trainee in accordance with the procedures and standards solely determined by the Company. The Company may confirm the Training of the Trainee, post the Assessment Period.
- 2.2. The Company may, at its sole discretion terminate the Training of the Trainee at any time during the term of the Assessment Period, with or without providing any justification of whatsoever nature for such termination. The Company reserves the right to extend the Assessment Period to such additional period of time as it considers appropriate.
- 2.4. The roles, duties, responsibilities and obligations of the Trainee shall be determined and communicated by the reporting manager upon the commencement of his/her Training in the Company.
- 2.5. The Trainee herein understands that the Company may require the Trainee to assume such other roles and discharge such other obligations other than those stipulated herein, from time to time having regard to the need and requirements



of the Company. The Trainee agrees and accepts to promptly and efficiently discharge all such additional obligations determined and communicated by the Company.

- 2.6. The Trainee represents and warrants to provide accurate, appropriate, true, correct and complete information (personal and such other information queried by the Company) at the time of his/her joining. The Trainee shall be required to keep any and all information provided by him/her to the Company, as mentioned hereinbefore, updated and accurate.
- 2.7. During the Term of this Agreement, the Trainee shall provide his/her services exclusively to the Company and shall not engage with any third-party, directly or indirectly. The Trainee represents and warrants to provide the services to the Company faithfully, lawfully, competently, accurately, efficiently and diligently, at all times.
- 2.8. The Trainee understand and agrees that the Training is structured under 3 stages and the Trainee understands that the Trainee's performance shall be taken into consideration by the Company for process into the next stage of Training and to offer employment to the Trainee for the Training period.
- 2.9. The Trainee understands and agrees that in the event that the Company deems, in its sole discretion, that the Trainee requires additional duration of time to be trained at any stage of the Training (before being trained for the next stage), the duration of which will be communicated by the Company to the Trainee in writing, the training period for such stage as may be applicable, shall be undertaken by the Trainee. For reasons of clarity, based on the performance of the Trainee, the duration of the Training period may be extended.

4. Terms of Employment

- 3.1. The Trainee understands and agrees that if the Company, in its sole discretion, decides to offer employment, the Trainee shall be employed to the position of **Product Engineer** and shall be reporting to Technical Manager (hereinafter referred to as the 'reporting manager').
- 3.2. The roles, duties, responsibilities and obligations of the Trainee for employment shall be determined and communicated by the reporting manager upon the commencement of his/her employment in the Company.
- 3.3. The Trainee herein understands that the Company may require him/her to assume such other roles and discharge such other obligations other than those stipulated herein, from time to time having regard to the need and requirements of the Company. The Trainee agrees and accepts to promptly and efficiently discharge all such additional obligations determined and communicated to him/her.

4. Duties, Obligations, Representations and Warranties

- 4.1. The Trainee represents and warrants to provide accurate, appropriate, true, correct and complete information (personal and such other information queried by the Company). The Trainee shall be required to keep any and all information



provided by him/her to the Company, as mentioned hereinbefore, updated and accurate.

- 4.2. During the term of this Agreement, the Trainee shall provide his services exclusively to the Company and shall not engage with any third-party, directly or indirectly.
- 4.3. The Trainee herein agrees and accepts to devote his/her entire time, attention and skill towards discharging his/her obligations in the Company.
- 4.4. The Trainee represents and warrants to provide services to the Company faithfully, lawfully, competently, accurately, efficiently and diligently, at all times.
- 4.5. The Trainee shall extend the highest degree of loyalty towards the Company and standard of conduct in discharging his/her obligations.
- 4.6. The Trainee represents and warrants to adhere to all the standards, guidelines, policies and procedures determined and communicated by the Company, oral or in writing.
- 4.7. The Trainee, at all times during the term of his/her employment with the Company, agrees to notify and update the Company regarding his/her conduct, acts, deeds and activities carried on by the Trainee in the Company or on behalf of the Company to any third-party, in writing if so, required by the Company. The Trainee also agrees to provide such additional and further information, records, clarification as the Company may require.
- 4.8. The Trainee expressly warrants not to engage or take up any alternative employment, full time or part-time, with any third-party including without limitation as a consultant, in the advisory position, board position, partnership and such other occupation, with or without remuneration without obtaining the prior written consent of the Company.
- 4.9. The Trainee herein agrees and accepts to attend all the meetings and discussions organized and specified by the Company.
- 4.10. The Trainee represents and warrants not to make any public announcement of whatsoever nature (including press release, news channels, media, magazines and such other related announcements) with regard to any matters pertaining to the Company and its business operations.
- 4.11. The Trainee understands and expressly warrants not to undertake any acts or deeds or otherwise omit to undertake any acts or deeds that are detrimental to the interest of the Company.
- 4.12. The Trainee shall not make any promises, covenants or otherwise enter into any arrangements or agreements on behalf of the Company. Upon the termination of this Agreement, the Trainee shall not hold himself/herself as the representative, employee or agent of the Company. Any loss or damage incurred by the Company due to the failure of the Trainee in adhering to the obligation specified hereinbefore, the Trainee hereby agrees and accepts to indemnify and hold harmless the Company.



- 4.13. The Trainee represents and warrants that he/she has all necessary rights, approvals and authority to enter into and execute the obligations contained herein under this Agreement.
- 4.14. The Trainee expressly warrants that there are no legal actions, suits or claims, whether pending or threatened against him/her, before any court, tribunal, governmental authority or agency that may or is likely to affect this Agreement.
- 4.15. The Trainee herein agrees and accepts that he/she shall not engage in any illegal or prohibited activities including without limitation theft, fraud, misrepresentation, or misappropriation of any property owned or possessed by the Company or shall make no attempts to defraud the Company.
- 4.16. The working days of the Trainee shall be 5 days a week, unless any day has been declared as a public holiday or such other holidays as per the holiday policies of the Company.
- 4.17. As per the need and requirements of the Company, the Trainee may be required to work on any of the public holidays or such other declared holidays.
- 4.18. The Trainee is entitled to such earned leaves and sick leaves as per the leave policy of the Company. Any additional leave/s availed beyond the prescribed limit may result in loss of pay leave/s and the Company is under no obligation to provide remuneration or benefits for the same.
- 4.19. The Company is entitled to amend or modify the leave policy of the Company, at its sole discretion. All such amendments or modification to the leave policy shall be duly notified by the Company.

5. Confidential Information

- 5.1. Information disclosed under this Agreement shall not be considered confidential if such information-
 - a. Is disclosed to any third party without any confidentiality obligation.
 - b. Is revealed to the public by the Company or by any third party without any involvement of the Trainee.
 - c. Is disclosed under the directions of a Court or similar authority.
 - d. Is lawfully made available to the Trainee by a third party not having any connection with the Company.
- 5.2. The Trainee agrees that he/she shall not use any Confidential Information outside the scope of executing his/her duties to the Company including but not limited to refraining from using such Confidential Information for personal gain or furthering personal interests or that of any third party.
- 5.3. The Trainee agrees that the Confidential Information received by him/her shall be shared with other employees/interns of the Company on a strict "need to know basis" after seeking prior approval from the Company.
- 5.4. The Trainee agrees that the information shared by the Company is highly sensitive in nature and any breach of this Agreement shall result in an irreparable



loss to the Company and therefore the Company shall have the right to seek judicial remedies including but not limited to injunctive relief, damages etc.

- 5.5. The Trainee agrees that any and all Intellectual Property developed by the Trainee using the Confidential Information of the Company shall be solely owned by the Company.

6. Consideration

- 6.1. The Trainee is entitled to such consideration more specifically detailed under Schedule A of this Agreement.
- 6.2. The consideration shall be paid in the mode and manner as determined and communicated by the Company to the Trainee.
- 6.3. The consideration shall be paid to the Trainee by the last working day of every calendar month after deducting applicable taxes as per the prevailing income tax and such other applicable laws. The consideration shall be paid in the mode and manner as determined and communicated by the Company.
- 6.4. The Trainee herein agrees and accepts that the remuneration detailed under Schedule A of this Agreement shall be subject to revision and modification by the Company on the basis of the Trainee's efforts, skill, diligence and performance.
- 6.5. The Trainee acknowledges the sufficiency of the consideration detailed under Schedule A of this Agreement and expressly warrants not to demand any additional consideration or benefits from the Company.
- 6.6. If the Trainee owes any amount/s to the Company, such amount/s shall be deducted from the consideration due and payable to the Trainee. The Company shall not assume any obligation to provide any advance notice to the Trainee with respect to such deductions.

7. Intellectual Property Rights

- 7.1. The Trainee hereby acknowledges that any all Intellectual Property enumerated under this Agreement, is owned and/ or possessed by the Company and that the Trainee in no circumstances whatsoever shall have any right to utilize such Intellectual Property.
- 7.2. Any and all Intellectual Property created by the Trainee, solely or collectively with the Company, during the term of this Agreement, shall be deemed Intellectual Property constituted and commissioned by the Company for purposes of discharging the objectives set forth under this Agreement. The Trainee acknowledges and covenants that the rights, interests and benefits in such Intellectual Property now available or made available in the future shall immediately and automatically, upon the creation thereof, vests with the Company. In any case, Intellectual Property, in whole or any part of it, do not vest with the Company, automatically or by operation of law, the Trainee hereby agrees and accepts to irrevocably, unconditionally and in perpetuity assign to the extent of such unassigned Intellectual Property to the Company along with the right, title and interest in such Intellectual Property without any demur or protest.



- 7.3. The Trainee in any circumstances whatsoever shall have no right to utilize, transfer, license or assign such Intellectual Property Rights to any third-party.
- 7.4. No information, content or material from any part of the Intellectual Property owned by the Company shall be copied, reproduced, republished, uploaded, recorded, posted, transmitted or distributed in any way (including by using any automated programs, software, or any other method of screen scraping) by the Trainee.
- 7.5. The Trainee accepts and agrees to immediately notify the Company of any infringement of Intellectual Property Rights occurred as a result of any act or omission on its part or any third-party infringement, as soon as it comes to the knowledge of the Trainee. The Trainee hereby agrees and accepts to provide complete cooperation to the Company in adopting appropriate legal actions in the event of the infringement of the Intellectual Property Rights.
- 7.6. The Intellectual Property obligation mentioned herein shall survive termination of this Agreement.

8. Indemnity

- 8.1. The Trainee hereby agrees to indemnify, defend and hold harmless the Company from and against any dispute, difference, claim, counterclaim, action, suit or legal proceeding initiated against the Company as a result of actions or inactions of the Trainee.
- 8.2. In furtherance of the foregoing, the Trainee undertakes to take complete control of defense or settlement in any matter initiated against the Company under such instances. However, if the Company is of the opinion that it would be in its best interest to protect or undertake its defense on its own then the Trainee shall extend its complete cooperation in this regard and shall be liable to make good the loss including but not limited to the attorney fee. In particular, the Trainee shall be obligated to furnish to the Company any documents or evidence that would facilitate the Company to protect and defend its right and/ or interest.
- 8.3. Under no circumstances shall the Company be liable for any loss of actual or anticipated revenues, profits, goodwill, opportunity or business or for any consequential, special, incidental, exemplary, punitive or other indirect losses or damages, whether arising out of or related to this Agreement including those in contract, tort (including negligence) even if such loss was foreseeable or if the Company has been advised of the possibility of such damages or loss.

9. Termination

- 9.1. The Company may terminate the Training of the Trainee any time during the Assessment Period without providing any prior notice to the Trainee.
- 9.2. The Company may terminate this Agreement if, in the opinion of the Company, the Trainee has caused any material breach of the terms of this Agreement, the



termination in any such case shall be made by the Company without providing any notice to the Trainee.

- 9.3. The Trainee understands and agrees that the Company has put in tremendous amount of efforts and resources into training the Trainee. In furtherance of the same, in the event that the Trainee terminates this Agreement before the expiry of the Term or does not accept the employment opportunity offered by the Company post the completion of the Training, the Trainee shall be liable to repay the Company for the expenses incurred by the Company as detailed in Annexure B to this Agreement.
- 9.4. In the event that the Trainee does not accept the employment opportunity offered by the Company, the Trainee shall, in addition to the obligation mentioned under Clause 9.3, provide a notice of 2 months of termination of his/her engagement with the Company.
- 9.5. The Trainee shall be entitled to terminate the Agreement during the term of his employment by providing the Company with a notice of 3 months indicating his/her intention to terminate the engagement with the Company.

10. Governing Law and Jurisdiction

- 10.1. This Agreement shall be interpreted in accordance with the laws of India and the courts at Bangalore shall have the exclusive jurisdiction to deal with matters arising out of or in connection with this Agreement.

11. Miscellaneous

- 11.1. This Agreement contains the entire understanding between the Parties and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 11.2. If any term or provision of this Agreement is declared invalid by any law in force in India or otherwise then such invalid provision shall be considered severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.
- 11.3. Any instance of non-observance of strict compliance on any provisions of this Agreement by the Company, it is not deemed to be the waiver of such clause or right by it.

COMPANY

Name: Anitha Sathish

DocuSigned by:
Anitha
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Date: 12/13/2021

TRAINEE

Name: Dhanasekar Selvam

DocuSigned by:
Dhanasekar S
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Date: 12/13/2021



Annexure A
Consideration

Stipend Details:

Internship Period	9 Working Months
Stipend: Phase 1 (0- 3 months) Training Time	Rs 7000 + WFH allowance
Stipend: Phase 2 (4-6 months) Product support	Rs 14000 + WFH allowance
Stipend: Phase 3 (7-9 months) Project Production	Rs 21000 + WFH allowance
CTC (Fixed pay + Variable pay + Retainership bonus) post successful completion of the internship	7.2 LPA

Note:

All the Candidates need to submit their originals of 10th, 12th, and College certificates.



Annexure B Expense Details

Stage 1 of Training and Expense Associated

In this stage, the Company will train the Trainee to master both front-end and back-end technologies, starting with the basics and progressing to the advanced aspects of Full Stack Web Development. The Company will conduct day to day hands-on training in any of technologies like ReactJs , AngularJs , VueJs or similar technologies. The Company will also train the Trainee any of backend technologies like NodeJs, Ruby, Python or similar technologies. The Company will train the Trainee in professional coding and standard Coding hygienes. The Company will also conduct a soft skill training like maintain good team culture, communication and using professional project and communication tools. The Company will introduce the Trainee to Code versioning tools like Git and train in proper usage of the same.

The Company in provision of the above will incur an expense of INR 93,000 on the Trainee in Stage 1 of the Training.

Stage 2: Training and Support

Project based teaching approach shall be adopted by the Company in this stage to train the Trainee. The Trainee shall have to work on live project in market and use open source technology for the development and deployments. The Trainee will be trained for hosting locally and then final hosting of web page on real server.

The Company will also train the Trainee with an advanced understanding of databases, tables, as well as how to manipulate data with functions like add, edit or delete data from tables and databases. Data retrieval concepts, which includes sorting, filtering, multi-table join, sub-queries and using functions in retrieval statements are discussed in detail. The Company shall also train the Trainee to correctly structure the database, author efficient SQL statements, and clauses, and manage your SQL database for scalable growth in this Stage.

The Company in provision of the above will incur an expense of INR 1,77,000 on the Trainee in Stage 2 of the Training.

Stage 3: Live Training and Support

In this stage, the Trainee will be introduced to clients and Company's live project as shadow resources. The Trainee will be trained in project reporting , project deployment tools. The Trainee will be taught the principles of continuous development and deployment, automation of configuration management, inter-team



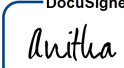
collaboration and IT service agility, using DevOps tools like Git, Docker, Jenkins, Cucumber, Ansible, TeamCity, & Nagios. The Trainee will be trained in various aspects of DevOps delivery model.

The Company in provision of the above will incur an expense of INR 2,76,000 on the Trainee in Stage 3 of the Training.

The Trainee herein agrees and accepts to indemnify the Company in the event that Trainee terminates his/her engagement prior to completing the term of training or upon not accepting employment with the Company post the term of the training, as may be stipulated in this Agreement.

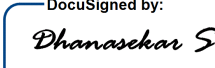
COMPANY

Name: Anitha Sathish

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Date: 12/13/2021

TRAINEE

Name: Dhanasekar Selvam

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