

THIS AGREEMENT MADE this 29th July, 2021

BETWEEN

Saama Technologies (India) Pvt. Ltd. The Company is duly incorporated under the Companies Act 1956 and having its office at **Level 10, Building – IT 8, Qubix Blueridge, SEZ, Phase 1, Rajiv Gandhi Infotech Park, Hinjawadi 411057**, hereinafter referred to as the **COMPANY** (which expression shall unless it be repugnant to the context and meaning thereof include his successors heirs executors administrators and assigns) through its Director / Authorized Signatory.

AND

Sonal Jagtap age 22 years old, presently residing at **Near Adarsh English School Jambut, Shirur 410504** and having Permanent address **at Near Adarsh English School Jambut, Shirur 410504** of the other part, and Aadhar No 351839139573 employed with the Company (hereinafter referred to as “the Trainee”)

1. **WHEREAS** the Company is engaged in carrying on the activities of doing the business of Software Services in Business Intelligence, IT consulting, system integration and other software development services.
2. **WHEREAS** the Company is engaging several persons in different categories to execute its work.
3. **WHEREAS** the Company has to provide the training materials and the necessary infrastructure at the place of training, engage experienced personnel including industry experts, professionals and technocrats from the Business Intelligence and Analytics industry for training etc.
4. **And whereas** the Company expends substantial sums of money in training personnel as aforesaid.

5. **And Whereas** the Trainee has understood that the Company could be put to a great pecuniary loss in the event of the Trainee leaving during the training and/or after the completion of the training for a period of **6 months** from the date of commencement of training, as the Company would have to train another person in the said place and the work undertaken would suffer for want of well trained and well-equipped personnel, on account of its business commitments.
6. **And Whereas** the Trainee having understood the pecuniary loss which would be sustained by the Company in the event of his/her leaving during the training and/or after the completion of the training for **6 months** from the date of commencement of training, and therefore agrees to indemnify the Company such losses as may be sustained.
7. **And Whereas** the Trainee has understood the importance of the training and the necessity of attending the training regularly without absenting himself/ herself and to have the right attitude to learn and perform without which the employer shall be put to loss on account of production though the employer has put full efforts on all Trainees to train the employees for the said woks.
8. **And Whereas** the parties hereto have agreed to record the terms and conditions on which the Company has agreed to appoint the to act as the “Trainee” and the “Trainee” has agreed to accept the said appointment;

1. **Definitions:**

- a. The word “month” to in this agreement is the month in the English calendar year,
- b. The word “Training” means imparting the knowledge and skill in Database Technologies
- c. The word “Trainee” is person who has offered himself/ herself for training and underwent training from **29th July 2021** to **28th Jan 2022** subject to acceptance of the terms and conditions of this agreement.
- d. The COVID-19 Positive means “the person who has undergone the RT-PCR test of Covid-19, tested by the authorized laboratory and declared to be Covid-19 positive.”
- e. The COVID-19 negative means “the person who has undergone the RT-PCR test of Covid-19, tested by the authorized laboratory and declared to be Covid-19 negative.”

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

1. Description of the Profile

The Company hereby appoints Sonal Jagtap as the “Trainee” for any profile to be decided after the training is completed and the assessment of the “Trainee” is satisfactory and suitable to the profile.

2. Pre/Post-joining and joining conditions

- a. The prospective “Trainee” will have to take the “COVID -19” RT-PCR test at his/her native place within three days prior when the associate will be asked to resume office physically and submit the report to the Company. If trainee’s tests results are COVID-19 positive, then the “Trainee” will be considered for the subsequent batch or joining date during the next one year depending on the availability of a suitable batch/opening.
- b. When the resource is requested physically come to office, the trainee will sign the undertaking and will follow the **Standard Operating Procedures (SOP)** to take precautionary act/care/ self-care to avoid from any infections, especially “Covid-19” during the tenure of the training program. The **Standard Operating Procedures** is a code of conduct, which directs the acts, and behavior of the Trainee during the training program. If trainee acts willfully against the undertaking / SOP, then it will be considered as misconduct and this agreement will be terminated immediately.
- c. When the resource is requested to resume office physically, at the time of Reporting to office; Trainee will have to undergo the “COVID – 19” RT-PCR test conducted by the Company. If the tests result of the “Trainee” is declared as “COVID – 19 positive”, then “Trainee” will not be enrolled in the training program. This agreement will be automatically terminated, and the trainee will not be entitled for any benefits arising out of the agreement.
- d. In case the Trainee gets infected by COVID-19 during the tenure of training program in office premises then the company will bear the cost for Trainee’s one month of stipend along and HR Allowance.
- e. The Company will cover the insurance of “Trainee” for the period of 6 months of Training.

3. Training

- a. The “Trainee” has offered himself/ herself for getting trained and subsequent employment on the successful completion of the training and the Company has accepted the same.
- b. The training will be commenced on **31st July 2021** and this shall be the date of commencement of training.

- c. The “Trainee” undertakes to work for a period of **6 months** from the date of commencement of Traineeship.
- d. On completion of successful 6 months of training the selected trainee, undertake to work with the company for 36 months.
- e. Upon successful completion of training, the Company chooses the trainee, which will be absorbed by the company for full time employment.
- f. The Company is not liable for injury sustained or health conditions that may arise to the trainee during the course of this arrangement.
- g. In addition to the above, the Trainee / Trainee indemnify and agree to keep the Company indemnified against all losses and expenses that the Company may suffer on account of breach of the present agreement.
- h. The Company will offer training to the “Trainee” for first **Six months**. The company will at regular intervals evaluate and measure the performance of the trainee.

4. Structure of Stipend and Perks and Perquisites during the period of training of Six months

- a. The company will pay “Trainee” **Rs.20,000/-** (Twenty Thousand) as a stipend for the training period of 6 months.
- b. The Company will reimburse the “Trainee” Travelling Allowance at actual, subject to submission of bills and invoices. The travelling allowance can be reimbursed only of up to Rs.10,000/- (Rupees Ten Thousand Only) for the first six months.
- c. The Company will cover the insurance of “Trainee” for the period of 6 months of Training.

5. Indicative Structure of Compensation during the proposed period of Employment for Thirty-Six months (after successful completion of Training)

The performance of Trainee will be evaluated after 6 months and based on Trainee’s performance during the training period, the Company will offer selected candidates the opportunity to work for the Company on employment basis. A three year indicative total package of **Rs.14,36,000** (Fourteen Lakhs Thirty-Six Thousand) will be offered as per below table:c

| Component | 1st Year In INR | 2nd Year In INR | 3rd Year In INR | Total In INR |
|-------------------------------|----------------------------|-----------------------------|-----------------------------|-------------------------------|
| Joining / Retention Bonus | 1,20,000 | 1,00,000 | 1,00,000 | 3,20,000 |
| Compensation | 2,40,000 | 3,00,000 | 4,32,000 | 9,72,000 |
| Performance Linked Incentives | - | 36,000 to 72,000 | 36,000 to 72,000 | 72,000 to 1,44,000 |
| Total | 3,60,000 | 4,36,000 to 4,72,000 | 5,68,000 to 6,04,000 | 13,64,000 to 14,36,000 |

- a. The employment of the selected Trainee will commence after successful completion of 6 months' Training and he/she will be offered an annual compensation of **Rs.2,40,000/-** (Two Lakh Forty Thousand) and he/ she will be eligible to get one-time Joining Bonus of **Rs.1,20,000/-** (One Lakh Twenty Thousand) in the first month of the commencement of employment.
- b. For the 2nd year of employment the annual compensation will be revised to **Rs.3,00,000/-** (Three Lakh) and Employee will be paid the one time retention bonus of **Rs.1,00,000/-** (One lakh Only) in the 13th month. There will be additional performance linked incentive and based on performance evaluation Employee will be eligible to receive this yearly incentive ranging between Rs.36,000/- to Rs.72000.
- c. For the 3rd year of employment the annual compensation will be revised to **Rs.4,32,000/-** (Four Lakh Thirty Two Thousand) and Employee will be paid the one time retention bonus of **Rs.1,00,000/-** (One lakh Only) in the 25th month. There will be additional performance linked incentive and based on performance evaluation Employee will be eligible to receive this yearly incentive ranging between Rs.36,000/- to Rs.72000.
- d. All Retention and Joining bonus will be deducted in case Employee leaves within 3 years of joining.
- e. All the details of the above 3 years Employment will be shared in a separate Agreement after successful completion of 6 months of Training.

6. Tenure of the Agreement

The effective period of the Agreement will be Six Months from the date of effective joining.

7. Code of Conduct

- a. The “Trainee” hereby agrees to comply with all the rules, regulations, and policies of the Company from time to time in force.
- b. The “Trainee” shall not, directly or indirectly, engage in any conduct adverse to the best interest of the Company.

8. Clause of Confidentiality

- a. The “Trainee” should understand that the information regarding the Company will be shared such as policies, customer information, business related information, business secrets, technical information, softwares, designs, licenses, information related to vendors, suppliers, agents, models, formulae, intellectual properties licensed by party of the first part and such other information.
- b. The “Trainee” shall maintain full secrecy and shall not disclose any confidential matter or communication between the Company and him/her to anybody else during or after the appointment. The “Trainee” will not divulge or allow divulging any such information to any other person outsider to the Company.
- c. In the event of termination or resignation of the “Trainee”, the “Trainee” will hand over all such confidential information in a manner that will be prescribed by the Company. In the event of the breach of this confidentiality clause; the Company will be entitled to claim liquidated damages including the costs for such litigation.
- d. The “Trainee” shall not act in any matter entrusted to him/her for any other party concerned or connected with such matter.

9. Termination

- a. Company may at any time in its sole discretion, terminate the training agreement for an individual without giving notice or cause. If company terminate the agreement due to the misconduct of a trainee, then the trainee will not eligible for any benefits offered by the company.
- b. The Trainee may terminate this Agreement by returning the equivalent amount of Stipend received till the date of termination.
- c. The trainee shall not leave or conduct him /her in such manner as to make himself / herself unavailable for work during the period of the training and the period covered by this agreement.

- d. In case the trainee does not report to the work station / company/ on site without any valid reason and if remain absent for more than 3 days then the trainee will be declared as absconding. In this case, the company will terminate this agreement and will be entitled to recover expenses occurred in the recovery proceedings.
- e. In addition to the above, the Trainee indemnifies and agrees to keep the Company indemnified against all losses and expenses that the Company may suffer on account of breach of the present agreement.
- f. In addition to aforementioned clause of termination company may terminates the contract which is mentioned in clause No. 2.
- g. In case of non-selection of the “Trainee” as an “Employee”, the clause No.5 contract stands to be ceased on the day of completion of the training.

10. Notices:


All notices to be served on the trainee shall be termed as served even if returned undelivered or with any other remark if the same is sent either by Registered Post Acknowledgement Due or Under Certificate of Posting at the addresses mentioned hereinabove.

11. Governing law and Jurisdiction:

The validity, construction, and performance of this agreement shall be governed by the Law of India, and shall be subject to the exclusive jurisdiction of the courts in Pune, Maharashtra.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN HEREIN AS UNDER: Signed, Sealed and Delivered by the Employer.

For: Saama Technologies (India) Private Limited

Signature: 

Name: Upasana Talukdar

Head – HCM India

Date: 29th July 2021

Witness:

1.

[Trainee]

Signature: _____

Name: Sonal Jagtap

Date: _____

Place: _____

Witness:

1.