

### SOFTWARE TRAINING AGREEMENT

THIS AGREEMENT is made on **05<sup>th</sup> of August 2021** between: MasterCom Technology Services India (P) Ltd., a company incorporated under the Companies Act 1956, having its place of business at No 1, 1st Floor, Uma Admiralty, Bannerghatta Road, Bangalore – 560029 represented by its Director **Sreenivasa. N** hereinafter referred to as the "Company", (which term shall, unless repugnant to the context, mean and include its successors-in-interest and assignees) of the ONE PART:

AND:

**Mr. / Miss Satish G** son of/~~Daughter~~ of **Mr. Yankanna G** aged about **24 years**, currently residing at **S/o Yankanna G, H.No: 11-8-7, Berstwarpet, Raichur - 584101**, hereinafter referred to as the "Trainee" (which term shall unless repugnant to the context mean and include his/her heirs, legal representatives, assigns, executors and administrators) of the SECOND PART:

- A. WHEREAS THE Trainee *has* applied to the Company to be appointed as a 'Software Trainee';
- B. AND WHEREAS\_in pursuance of such application, the Company *has* agreed to appoint the Trainee as a software trainee ("Software Trainee") on the terms and conditions contained in the training order, and the further terms contained herein;
- C. AND WHEREAS the Trainee recognizes and accepts that at this time other than an exposure to academic learning, the Trainee has received no formal, effective technical or practical training enabling him/her to independently function and carry out duties as a Software Engineer;
- D. AND WHEREAS the Trainee further recognizes and accepts that prior to and at the time of joining the Company, he/she has not been exposed to and, therefore, has not acquired any management or communication soft skills, which are essential to ensure that the performance of duties by the Trainee meets the current business needs, parameters, standards and efficiency levels that the market place demands;
- E. AND WHEREAS the Trainee has agreed and accepted to receive formal, structured and extensive training through courses, modules and programs developed by the Company in order to enhance his/her skills and expertise and impart specialized knowledge;
- F. AND WHEREAS upon successful completion of the training to the satisfaction of the Company, the Company may at its sole and exclusive discretion, absorb the Trainee as an employee with suitable designation and compensation;
- G. AND WHEREAS the Trainee is aware that in order to impart the type of training, the Company would be expending substantial sums of money and incurring substantial related costs. In addition, valuable resources of the Company would be utilized for this purpose;

  
Trainee Signature

- H. AND WHEREAS the Trainee recognizes and accepts that the Company would be put to substantial financial loss, inconvenience, loss of resources, loss of business opportunities, man hours, computer time etc., in the event the Trainee separates from the Company within 6 (Six) months from the date of commencement of training or within **24 (Twenty-Four)** months from the date of absorption of the Trainee as an employee;
- I. AND WHEREAS THE TRAINEE further recognizes and agrees that in the event the Trainee separates from the Company (a) within 6 (six) months from the date of commencement of training or thereafter within **24 (Twenty-Four)** months from the date of absorption of the Trainee, he would be liable to compensate the Company in the manner as set forth in this Agreement:

NOW THIS AGREEMENT WITNESSESS AS FOLLOWS:

1. The Trainee has applied for and the Company has agreed to appoint the Trainee as a "Software Trainee".
2. The commencement of the training shall be from **05<sup>th</sup> August'21**.
3. The training ("Training"), primarily in the nature of classroom training and project assignment, shall last for a period of 6 (six) months ("Training Period"). In case of non-performance or change in the training schedule, the training duration may extend up to maximum of another 6 months from the date of initial training completion.
4. The Trainee shall be paid monthly stipend as provided in Exhibit A during the Training Period. This shall be paid **on or before 7<sup>th</sup> of subsequent month**.
5. The Trainee agrees to undergo the Training immediately on commencement of the Training. The objectives, methodology, content and evaluation process of the training are outlined in **Exhibit B** and are detailed in the MasterCom Technology Services India Training Program for Trainees ("MASTERCOM TRAINING PROGRAM") module document, which is available to the Trainee for reading with the Company's Human Resource ("HR") department. The Trainee is expected to qualify in the training, which is intended to render him/her competent to undertake software development tasks.
6. The Trainee would be required to undergo project assignment by directly training under the guidance and supervision of an employee of the Company. Such project assignment shall also be considered as a part of the Training.
7. The Trainee undergoing Training is subjected to Company's Assessment and Evaluation Policy. Trainee may peruse the MASTERCOM TRAINING PROGRAM module document at HR department and it is assumed that the Trainee is aware of the contents of this policy.
8. On the Trainee successfully completing the Training, subject to the satisfaction of the Company, the Company may at its sole discretion, absorb the Trainee as an employee with suitable designation and compensation. In the event of such offer of absorption, the Trainee shall serve the Company as an employee for a period of not less than **24 (Twenty-Four)** months.

  
Trainee Signature

9. The Trainee accepts, agrees and admits that in the event of his/her:



- a) separation (voluntary or otherwise) from the Company during the training period; or  
b) separation (voluntary or otherwise) from the Company within **24 (Twenty-Four)** months from the date of absorption;  
the Company would not only incur substantial damages and losses but would also be compelled to once again incur similar expenses to advertise and select a replacement Trainee and carry out the exercise of training with a new trainee.
10. The Trainee further accepts, agrees and admits that the nature, quality, intensity and content of Training to be imparted by the Company is normally not found in or available with or imparted in the market. The Trainee is aware that the Company would have earned considerable revenue by deploying out its resources on other commercial tasks instead of using them for imparting the Training to the Trainee. The Trainee admits and recognizes that the training offered by the Company involves substantial training costs, man-hours, and resource utilization.
11. The Trainee acknowledges that in the event of his/her separation (voluntary or otherwise) from the Company before the completion of the Training Period within 6 (six) months from the date of commencement of Training, or within **24 (Twenty-Four)** months from the date of absorption of the Trainee as an employee, he/she would be in material breach of his/her obligations under this Agreement and would therefore be liable to pay the Company, on demand and without demur, the amount demanded by the Company towards the expenses incurred by it on account of and in connection with the Training of the Trainee, which includes the cost of supervision, overhead expenses and other direct and indirect expenses incurred by the Company. The same is quantified, which the Trainee agrees is a fair determination of the expenses, for the purposes of this Agreement as follows:
- (a) 100% of total Ex-Gratia paid to him/her each month by the Company as provided in Exhibit A, until the date of breach by the Trainee;  
(b) An amount of Rs. 2,50,000/- (Rupees Two lakh fifty thousand only) towards Training Costs.
- In all cases of separation for any reason whatsoever from the Company, the Trainee shall compensate the company for the amounts set forth in clause 11 (a) and 11 (b) ('Liquidated Damages').
12. The Liquidated Damages shall be recovered on a pro-rata basis in the following manner:
- 100% of the Liquidated Damages in the event Trainee separates from the Company within 6 (six) months from the date of commencement of training or within 6 (six) months from the date of absorption;
  - 75% of the Liquidated Damages in the event Trainee separates from the Company after 6 (six) months but before completion of 12 (twelve) months from the date of absorption;
  - 50% of the Liquidated Damages in the event Trainee separates from the Company after 12 (twelve) months but before completion of 24 (twenty four) months from the date of absorption;

  
**Trainee Signature**

13. The Trainee herein solemnly undertakes to pay the Liquidated Damages as applicable immediately upon receipt of demand thereof being made by the Company. The Trainee shall raise no objections on any ground such as insufficiency of training or any other reason so as to avoid the Trainee's responsibility to pay the amounts demanded by the Company.
14. The Trainee is aware that the Company has the right to terminate the Training or employment of the Trainee for acts of misconduct, indiscipline, absence, refusal to obey orders or for unsatisfactory progress of Training due to fault of the Trainee during the Training Period.
15. The Trainee hereby undertakes and accepts:
- a) that he/she shall be liable for payment of all amounts that may become due and payable to the Company under this Agreement;
  - b) that the Company shall be at liberty to enforce this guarantee in this Agreement furnished by the Trainee.
  - c) that the Company shall be entitled to proceed against the Trainee for recovery of any amounts due under this Agreement;
  - d) that any demand made on the Trainee under this Agreement shall be deemed to be sufficient notice of such demand; and
  - e) that the Trainee guarantees the satisfactory performance of each of the clauses, terms obligations and conditions of this Agreement voluntarily after being fully aware of all legal consequences of this agreement.
16. 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 part, the same shall be referred for arbitration to a person to be nominated by the Company, whose decision shall be final and binding upon the Parties hereto.
17. Such reference shall be deemed to be a submission to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any amendments or substitutions thereto.
18. The seat and venue of arbitration shall be Bangalore.
19. Courts in Bangalore shall have exclusive jurisdiction to the exclusion of all other Courts.
20. The Trainee agrees that he/she has consulted an external counsel and is entering into this Agreement voluntarily and free from any coercion or undue influence.

IN WITNESSES WHEREOF the Company and Trainee have signed this Agreement on the date, month and year first above written before following witnesses:

WITNESSES:

COMPANY

Sreenivasa N, Director

TRAINEE

Satish G



**Exhibit A**


The Trainee will be paid the following per month during the period of Training:

**Annually 1,20,552/- (Rupees One Lakh Twenty Thousand Five Hundred and Fifty-Two Only)**

Component	Monthly Rs. Ps
Stipend	7950
Employer PF	954
Employer ESI	258
Gratuity	384
Medical Insurance	500
<b>TOTAL</b>	<b>10046</b>
<b>Deductions</b>	
PF (Trainee contribution)	954
ESI (Trainee contribution)	60
<b>Net Pay</b>	<b>6936</b>

**Accepted & Agreed**

**Trainee Signature & Date**

  
11/08/2021



**Exhibit B**

**(MASTERCOM TRAINING PROGRAM)  
Outline of MasterCom Training Programme for Trainees**

The MASTERCOM TRAINING PROGRAM may consist of several training modules (module and programme used interchangeably) which is currently two namely:

1. Technical and
2. Management skills

1. Technical Training:

The Trainee shall undergo Technical training in all or any of the following Company designed courses as a specified programme. The curriculum may be defined based on the Company's requirement from time to time. At present the modules are as follows:

Generic modules like programming principles, Testing, Database concepts, Quality Systems Concepts, Computer Hardware & Software and other subjects as applicable.

2. Management skills Training:

The Trainee shall undergo pre-determined management skills programme during and as a part of the MASTERCOM TRAINING PROGRAM. These programmes would cover communication skills and business skills and such other components as the Company may determine from time to time depending upon varying business requirements.

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**Accepted & Agreed**

**Trainee Signature & Date**

  
11/08/2021

## WORK FROM HOME REQUEST



### Guidelines

- ✓ Ensure to have a fast, reliable, secure internet connection during work from home
- ✓ Stay connected with your team members/ other team members as long as is necessary to complete the assigned work
- ✓ Respond to the emails, client calls or any other internal communication timely
- ✓ Complete the assigned work within timelines and stay available if required for extended support
- ✓ Reasons of power outages / system issues / network issues are not encouraged in general, have backup to handle such situations.
- ✓ Refrain from using or dissemination of sensitive company/client data or information  
Incase of any issues with any of your primary work setup like - laptop/system/skype/email, talk to IT Team/drop an email to
- ✓ **admin@mastercom.co.in** and **raise a request in the helpdesk** to work on quick solutions and keep your manager and team informed about it.
- ✓ As usual, in general you may contact your Manager/HR for any support.
- ✓ Adhere to Mastercom's and client's information security policies.

### Please share your WFH setup details

#### Broadband Connection

Source of connectivity (Broadband / Mobile Internet / Dongle etc)

Type of connectivity (Wired/Wifi/hotspot if connected using mobile)

Speed of my internet connectivity (Speed and Download)

#### Communication

WFH Communication Address  
(Pls mention with PIN Code)

Primary Contact Number (s)

Emergency Contact number & person name  
(incase if primary number is not in reach)

### Acknowledgement

I have read the work from home guidelines, will adhere to the same. I agree that I will work from the office in case if the company "call off" the WFH or non-compliance with the guidelines.

Employee Name **G Satish**

Employee No

Date **11/08/2021**

*G Satish*



## Fwd: Ethnus CSR | Shortlisted Candidates List

1 message

Nyamat Patel <nmpatel.ece@hsit.ac.in>

Mon, Mar 16, 2020 at 11:00 AM

To: Traning & Placement Cell <placement@hsit.ac.in>

----- Forwarded message -----

From: **HRD Ethnus** <hrd@ethnus.com>

Date: Thu, Mar 12, 2020, 3:23 PM

Subject: Ethnus CSR | Shortlisted Candidates List

To: <nmpatel.ece@hsit.ac.in>

Cc: James Christy <james@ethnus.com>



HRD Ethnus ([hrd@ethnus.com](mailto:hrd@ethnus.com)) is not on [your Guest List](#) | [Approve sender](#) | [Approve domain](#)

Dear Sir/Mam,

At the outset, we express our heartiest congratulations to the students for being shortlisted to attend the CSR scholarship training and placement services at Ethnus. Based on the eligibility parameters, we have provided them an opportunity to take part in this program at 100% free of cost.

Please find below the list of students who have been selected from your institution:

1. AKSHAY SHRIKANT SHETTIMANI
2. DEEPA I CHIKKOPPA
3. **G SATISH**
4. GANGADHAR GIRGAVE
5. AKSHAY POWAR
6. VIDYASHREE SHANTINATH PANTAR
7. PRAGATI B GURAV
8. RAHUL YARANDOLI
9. SHASHIKALA HULAKUND
10. MUBSHIRIN BAGWAN
11. ANUSHA J. BOLLARAPU

Kindly note that this email does not confirm their employment with Ethnus or any other organisation. Ethnus will serve a platform for them to get trained and get placed in applicable Ethnus tied-up partner companies.

Other required details will be communicated in due course. We look forward to them joining the program. For any further queries, please feel free to reach out to +91-7815095095.

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Thanks and Regards,



**HRD** | HR Team

HR and Training  
Ethnus - Bangalore  
Phone: 080 41143911



### Our Partners





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