

**TRAINING AGREEMENT**

**BETWEEN**

**Whitebox Learning, Inc.,**

**AND**

---

**PLEASE READ THE TERMS & CONDITIONS STATED HEREIN CAREFULLY. THIS DOCUMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT ARE REQUIRED FROM YOU TO INDUCT YOU AS A TRAINEE. THIS OFFER IF ACCEPTED CREATES A LEGALLY BINDING AGREEMENT.**

**TRAINING AGREEMENT**

**THIS** Training Agreement (“*Agreement*”), is made as of the \_\_\_\_\_ (the “*Effective Date*”), between **Whitebox Learning, Inc.**, a California corporation with its principal place of business located at 6500, Dublin Blvd, Suite 214-C, Dublin, CA, 94568 (referred to as “*Company*”), and \_\_\_\_\_ (referred to as *Trainee*). The Company and the Trainee are hereinafter sometimes referred to collectively as the “*Parties*” and individually as a “*Party*.”

**RECITAL**

**WHEREAS**, the Company agrees to train the Trainee as a Software QA Engineer, and Trainee wishes to obtain such training.

**WHEREAS**, after reviewing Trainee’s qualifications, including education, skills, knowledge, and experience, the Training Company has determined that Trainee needs training to get professional level knowledge in QA Engineering.

**WHEREAS**, the Company has offered to train Trainee with required skillset and the Trainee has agreed to accept the training under the terms and conditions of this Agreement.

**WHEREAS**, the Company and Trainee are required to honor terms and conditions of the Training arrangement between them.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

**ARTICLE 1**

**TRAINING**

**1.1. TRAINING:** Subject to the terms and conditions of this Agreement, the Company hereby agrees to train Trainee as a Software QA Engineer. The Company agrees to provide sufficient training to Trainee in **Software QA Engineering field**, (the “*Training*”). Such training is general in nature and will help Trainee qualify as a software QA engineer in the field. Such training is for the benefit of the Trainee. Such training is comparable to what the Trainee could obtain from a technical school for the QA profession. The Company shall provide training by experienced professionals and instructors. The Company may provide necessary training materials and lab machines needed to complete the training. The training period shall be not less than one month or 30 days whichever is longer.

**1.2 QUALIFICATION:** Trainee hereby certifies that he/she is qualified to be in the United

States of America for the purposes of education and training. Trainee shall produce copies of all documents evidencing said qualification. The Training includes minimum of 60 hours of live training by a qualified professional, 50 hours of online access to training portal, and mock interviews conducted by professionals.

**1.3 TRAINEE'S OBLIGATION.** Upon acceptance into the training, Trainee shall attend all courses, classes and sessions. Trainee agrees to pay the training fee in the amount of US \$10,000.00 the Company (the "*Fee*"). This Fee may be paid upfront by Trainee or the Company may extend credit to Trainee to pay for the training. In the event that the Company extends credit to Trainee, interest shall accrue at the rate of six percent (6%) per year beginning from the signed date of the Training agreement. Trainee shall execute a note (the "*Note*") in the form attached hereto as Exhibit A for a term of twenty four (24) months. The Company may require that Trainee obtain a guarantor for the said Note. The guarantor must be acceptable to the Company. The Company may demand, and Trainee and guarantor shall provide documents to establish the Trainee's creditworthiness. The guarantor shall agree to the jurisdiction of the courts of the State of California to settle any dispute arising from the note and or guarantee.

**1.4 TRAINING MATERIAL.** The Company training methods and materials including recordings are a critical component of its operations. The Company does not make those methods and materials available to any of its competitors, and does not make those materials available to any other person or business entity without taking steps to protect them from being disclosed to persons or businesses who do not have the right to access them. Trainee acknowledges that the Company has spent tremendous time and effort in creating its training methods and materials. Trainee is prohibited from downloading, or allowing others to use, any of the Company training methods or materials. Trainee is prohibited from using, any of the Company training methods or materials for any purpose other than the Training. Trainee is specifically prohibited from using those methods or materials to provide training to others, or to assist any person or business in providing such training. The Company owns and enforces copyrights on all of its training materials, and reserves all rights in connection with such copyrights.

**1.5 PRIOR AGREEMENTS.** This Agreement replaces all prior Agreements, if any, between the Parties regarding Trainee's training by the Company.

**1.6 CANCELLATION OF TRAINING.** Trainee will have an option to cancel the training by written notice with the company within two weeks or 10 working days whichever is earlier from the signing of agreement. In the event of cancellation the trainee will not have any obligation to pay training fee or company will return the training fee if the trainee paid training fee upfront (with authorized payment receipt) and cancel the agreement with the company. Enrollment fee will not be refunded in the event of cancellation.

## **ARTICLE 2**

### **COSTS**

**2.1 THE TRAINING FEE:** The Fee for the training is set forth in paragraph 1.3 above.

**2.2 FAILURE TO COMPLETE TRAINING:** If Trainee fails to make satisfactory

progress during the training period and/or fails to attend classes for more than 2 weeks, his/her training may be terminated without advance notice at the sole discretion of the Company. In the event of such termination, if the Trainee has paid the full training fee in advance, he/she shall be reimbursed a prorated amount of the fees based on the proportion of training completed. If the trainee has signed a note, a prorated amount of the fees based on the proportion of training completed, plus accrued interest, is due immediately. For this purpose the Enrollment fee will not be refunded or reconsidered to rejoin to the next batch.

### **ARTICLE 3**

#### **ADDITIONAL CONSIDERATION**

**3.1.** In addition to the training to be provided as set forth herein, the Company agrees to provide online access to the training portal which includes recordings, presentations and material. Trainee agrees to abide by rules established by the Company for accessing the online portal.

**3.2. VIOLATION OF COMPANY RULES AND POLICIES.** The Parties agree and the Trainee acknowledges that the training, room, and board, if any, provided under this Agreement may be terminated, if Trainee violates any rule or policy of the Company. Any violation of any policy set forth therein shall be cause for immediate termination of the training provided pursuant to this Agreement.

**3.3. TAXES.** Trainee is solely responsible for any taxes due as a result of this Agreement, which includes but is not limited to, taxes accrued owing to the forgiveness of any loan, the granting of any bonus, taxes accrued for the value of room and board if the taxing authorities determine that same are taxable. The Company makes no representation on the taxability of the room and board or forgiveness of any loan.

**3.4. OTHER EXPENSES.** Trainee shall be solely responsible for any other necessary expenses in connection with the discharge of Trainees duties and in promoting the business of the Company.

**3.5 OTHER OBLIGATIONS OF TRAINEE.** As part of the training, Trainee will be expected to report to the Company' facility to conduct hands on practical training, or attend the training online. Trainee shall also be under the obligation to attend all the sessions/interviews scheduled for the Trainee.

### **ARTICLE 4**

#### **RESTRICTIVE COVENANTS**

**4.1. NO COMPETITION AND NO SOLICITATION OF CUSTOMERS.** During the

Term of this Agreement, Trainee agrees not to directly or indirectly, as a proprietor, partner, shareholder, officer, director, Trainee, agent, consultant or in any other capacity, for Trainee's or for or with any person, firm, corporation or other business entity, solicit, induce or influence, or attempt to induce or influence, any customer of the Company or request any current or former customer of the Company to curtail or cancel their business with Company. During the term of this Agreement, the Trainee agrees not to directly or indirectly, as a proprietor, partner, shareholder, officer, director, Trainee, agent, consultant or in any other capacity, for Trainee's or for or with any person firm, corporation or other business entity, compete with the Company.

**4.2. NO SOLICITATION OF TRAINEES OR EMPLOYEES OF THE COMPANY.**

During the Term of this Agreement, Trainee shall not directly or indirectly, as a proprietor, partner, shareholder, officer, director, trainee, agent, consultant or in any other capacity, for his own benefit or for or with any person, firm, corporation or other business entity, solicit, induce or influence, or attempt to induce or influence, any other trainee or employee of the Company to terminate or curtail such trainee's or employee's engagement by the Company.

**4.3. NO DISPARAGEMENT OF THE COMPANY.** During and after the Term of this Agreement, Trainee shall not take any action which would disparage the Company or its business or other trainees or employees of the Company.

**4.4. CONFIDENTIAL TERMS.** Without the consent of the Company, Trainee shall not discuss any of the terms of this Agreement, with any other Party, except with Trainees immediate family, his personal financial advisors, and the Board of Directors.

**4.5. CONFIDENTIAL INFORMATION.** To the extent that Company provides Trainee with any confidential information concerning the Company, or its business or any affiliates (including, without limitation, trade secrets, plans, processes, customer lists, contracts and compilations of information, records and specifications) during the training the Trainee will be required to sign a non-disclosure agreement. The training material received, which comes to Trainee in the course of Trainee's training and which is not (independent of disclosure by Trainee) public knowledge or general knowledge in the trade, shall remain confidential and, except as required by legal process, may not be used or made available for any purpose except as necessary in the performance of Trainee's duties under this Agreement or any subsequent agreement between the Parties. Trainee agrees that, upon termination of the training, Trainee will promptly deliver to the Company all materials constituting confidential information (including all copies thereof) that are in the possession of, or under the control of, Trainee, and Trainee will not make or retain any copies or extracts of such materials.

**4.6. OWNERSHIP OF COMPANY DOCUMENTS.** All training memoranda, notes, lists, records and other documents (and all copies of such items) made available to Trainee during the training shall be the Company's property and shall be delivered to the Company promptly upon the termination of this Agreement or the termination of any subsequent agreement between the Parties, or at any other earlier time reasonably requested by the Company. This provision shall include, without limiting the foregoing, any items held at Trainee's home (including the room provided by the Company) or other location within Trainee's control or possession and shall also include any such items in computer memory or on other storage media. The Trainee acknowledges that the training material received during the training is the copyright of the Company and that the Company shall own such material forever and throughout the world (exclusively during the current and renewed or extended term of copyright anywhere in the world and

thereafter, non-exclusively).

**4.7. ENFORCEMENT.** In view of the difficulty of determining the amount of damages which may result to the Company from a violation by Trainee of the restrictive covenants set forth in Sections 4.1 through 4.7 of this Agreement, Trainee acknowledges that the Company shall be entitled to such relief in both law and equity as determined by an appropriate judicial tribunal, including, but not limited to, injunctive relief. In any event, if this restrictive covenant or any part thereof is found to be unreasonable and unenforceable, the Court so holding may reduce the territory described and/or the period of time involved to the extent necessary to render the revised restrictive covenant enforceable by the court and so to effectuate the reasonable expectations of the Parties.

## **ARTICLE 5**

### **TERMINATION**

**5.1. EFFECT OF TERMINATION.** In the event that this Agreement is terminated by the Company, all amounts due and owing for the training shall be paid to the Company immediately. Trainee agrees that the cost of collection of same shall be borne by Trainee and or his/her guarantor. Upon termination of this Agreement, the Company will have no further obligations to Trainee.

### **5.2. TERMINATION.**

The training under this Agreement may be terminated immediately and without advance notice to Trainee should the Company have grounds for Cause. "Cause" shall mean (a) conviction of, or a plea of nolo contendere to, a felony, (b) gross neglect, gross misconduct or gross failure in the carrying out of Trainee's responsibilities, (c) commission of any material act of dishonesty affecting the Company, any affiliate or any client or Trainee of the Company, (d) material violation of any provision of this Agreement, including but not limited to a violation of Article 4 or for any other reason set forth in this Agreement.

In the event of Trainee's death during the Term, Trainee's rights under this Agreement shall terminate automatically as of the date of death.

## **ARTICLE 6**

### **MISCELLANEOUS PROVISIONS**

**6.1. SURVIVAL.** The restrictive covenants set forth in Sections 4.1 through 4.6 of this Agreement and Trainee's obligations under those Sections shall survive any termination of this Agreement.

**6.2. REMEDIES.** The Parties reserve all available remedies for any breach of this Agreement, including relief at law or equity, and including, if applicable, specific performance or injunctive relief.

**6.3. NONASSIGNABLE AGREEMENT.** This Agreement provides for the personal services of and to Trainee and to the Company, and Trainee may not assign or delegate any of Trainee's rights or obligations under this Agreement without first obtaining the written consent of the Company

**6.4. AMENDMENTS.** No amendments or additions to this Agreement shall be binding unless in writing and signed by both Parties, except as otherwise provided in this Agreement. This Agreement supersedes any other prior Agreements, written or oral, between the Parties.

**6.5. GOVERNING LAW AND FORUM.** This Agreement shall be governed in all respects by the laws of the State of California without respect to its conflict of laws principals. All Parties including Trainee's guarantor agree to the jurisdiction of the Courts of the State of California.

**6.6. HEADINGS.** The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

**6.7. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on and inure to the benefit of the Parties' successors and permitted assigns but the obligations of Trainee to render services under this Agreement shall not be assignable, as provided in Section 6.3.

**6.8. ENTIRE AGREEMENT.** This is the entire Agreement of the Parties with respect to the subject matter hereof.

**6.9. NOTICES.** Any communications required or desired to be given under this Agreement shall be deemed to have been properly given if sent by hand delivery or by facsimile and overnight courier to the Parties at the following addresses, or at such other address as either Party may advise the other in writing from time to time:

If to the Company:

Whitebox Learning, Inc.,  
6500, Dublin Blvd, Suite 214-C,  
Dublin, CA, 94568

If to Trainee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.10. LEGAL REVIEW.** The Parties to this Agreement acknowledge that this document affects important legal rights and establishes significant legal obligations. Both Parties acknowledge that they have had an opportunity to consult with independent legal counsel prior to the execution of this

Agreement. By signing this Agreement, Trainee represents that Trainee has read and understands all the provisions of this document carefully and that Trainee is voluntarily signing and thereby obligating Trainee under this document so that Trainee may commence the training with the Company, and, although Trainee understands that Trainee may be denied the opportunity if Trainee does not sign this Agreement, Trainee understands that Trainee is otherwise under no obligation to sign this Agreement. Having carefully read and considered the provisions of this Agreement and, having signed this Agreement, Trainee acknowledges that the restrictions set forth in the Agreement are fair and reasonable and are reasonably required for the protection of the interests of the Company and its business, officers, directors and Trainees.

**6.11 FACSIMILE AND COUNTERPARTS.** This Agreement may be signed by facsimile and executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**6.12 FURTHER INSTRUMENTS.** The Parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

**6.13 ARBITRATION.** Except as otherwise provided for in subsection 6.14 below with regard to the Parties' right to injunctive or other equitable relief, the Parties agree that any and all controversies or claims arising out of or relating to this Agreement, or any alleged breach hereof, shall be resolved by arbitration as prescribed herein. A single arbitrator engaged in the practice of law, who is knowledgeable about the Education & Training industry and laws associated with it, shall conduct the arbitration under the current rules of the American Arbitration Association ("AAA"), unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the city of Palo Alto, California, and all expedited procedures prescribed under the AAA rules shall apply. There shall be no discovery other than the exchange of information, which is provided to the arbitrators by the Parties. The arbitrator shall only have authority to award compensatory damages and shall not have authority to award punitive damages, other non-compensatory damages or any other form of relief. Each Party shall bear its own costs and attorneys' fees and disbursements. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If any Party files a judicial or administrative action (other than a Party seeking injunction or other equitable relief as provided in subsection 6.14 thereof) asserting claims subject to arbitration, as prescribed herein, and another Party successfully stays such action and/or compels arbitration of said claims, the Party filing said action shall pay the other Party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees and disbursement.

**6.14 INJUNCTIVE RELIEF.** The Parties hereby acknowledge that each Party would suffer irreparable injury and would not have an adequate remedy at law for money damages if the provisions of this Agreement were not performed in accordance with their terms. Each Party agrees that the other Party is entitled to specific enforcement of the terms of this Agreement in addition to any other remedy to which they are entitled, at law or in equity. Furthermore, if any action or proceeding is instituted to enforce the provisions hereof, any Party against whom such action or proceeding is brought hereby waives the claim or defense therein that there is an adequate remedy at law, and agrees not to urge in any such action or proceeding the claim or defense that such remedy at law exists.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**TRAINEE**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Email: \_\_\_\_\_  
Current Residential Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Visa Status: \_\_\_\_\_  
SSN: \_\_\_\_\_  
DL No: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**THE COMPANY**

Signature : \_\_\_\_\_  
Name : Sindhuri Siddireddy  
Title : Proprietor  
Date Signed : \_\_\_\_\_

## PROMISSORY NOTE

\$10,000

\_\_\_\_\_, 201\_  
Palo Alto, California

For value received, \_\_\_\_\_, an individual (the “**Borrower**”), promises to pay to **Whitebox Learning, Inc.**, a California corporation (the “**Holder**”), the principal sum of **ten thousand US Dollars (\$10,000.00)** (the “**Principal**”) under the terms and conditions of this unsecured promissory note (the “**Note**”). Interest on the Principal shall be paid at a rate of six percent (6.0%) simple interest per annum (the “**Interest**”). The Holder and the Borrower are hereinafter sometimes referred to collectively as the “**Parties**” and individually as a “**Party**.” This Note is issued in conjunction with a Training Agreement, dated \_\_\_\_\_, 201\_, executed by the Parties (the “**Training Agreement**”) under which the Borrower was given training by the Holder for a fee of \$10,000.00. This Note is subject to the following terms and conditions.

1. **Maturity.** This Note will automatically mature and be due and payable, together with Interest on \_\_\_\_\_, 201\_ (the “**Maturity Date**”). The Note shall become immediately due and payable, together with Interest, upon (a) the insolvency of the Borrower, (b) the commission of any act of bankruptcy by the Borrower, (c ) the execution by the Borrower of a general assignment for the benefit of creditors, (d) the filing by or against the Borrower of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of ninety (90) days or more, or (e) the appointment of a receiver or trustee to take possession of the property or assets of the Borrower.

2. **Interest Payment.** Interest shall begin immediately from the Date of the Signed Agreement.

3. **Payment and Proceeds.** All payments shall be made in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing to the Borrower. Payment shall be credited first to the accrued interest then due and payable and the remainder applied to principal. Prepayment of this Note may be made at any time without penalty. The Borrower may use the proceeds of the Note for any lawful purpose.

4. **Transfer; Successors and Assigns.** The Holder may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Borrower. The Borrower shall not assign, pledge, or otherwise transfer the Note without the consent of

the Holder. Any assignment contrary to the provisions herein shall be considered null and void and the non-assigning Party shall not be required to recognize or honor such assignment.

5. **Governing Law; Venue.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. The Parties acknowledge that any action brought by either Party to interpret or enforce any provision of this Note shall be brought in, and each Party agrees to and does hereby, submit to the jurisdiction and venue of, the courts of Monterey county in the State of California.

6. **Notices.** Any notice required by this Note shall be in writing. Such notice shall be deemed sufficient upon delivery, when delivered personally or by a nationally-recognized delivery service (such as Federal Express or UPS), or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the Party to be notified at such Party's address as set forth below or as subsequently modified by written notice.

7. **Amendments and Waivers.** Any provision of this Note may be amended only with the written consent of the Borrower and the Holder. Any amendment or waiver executed in accordance with this Section 7 shall be binding upon the Borrower and the Holder. The Borrower hereby waives the right of any defense, setoff, or counterclaim of any nature to the extent allowed by law.

8. **Action to Collect on Note.** If action is instituted to collect on this Note, the prevailing party shall pay all costs and expenses, including attorney's fees, incurred in connection with such action.

9. **Usury Savings Clause.** It is the intention of the Parties hereto to comply with applicable state and federal usury laws from time to time in effect. Accordingly, notwithstanding any provision to the contrary in this Note or any other documents related hereto, in any event (including, but not limited to, prepayment or acceleration of the maturity of any obligation) will this Note or any such other document require the payment or permit the collection or receipt of interest in excess of the highest lawful rate.

10. **Severability.** If one or more provision of this Note is held to be unenforceable under applicable law, such provision(s) shall be excluded from this Note and the balance of the Note shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

11. **Facsimile and Counterparts.** This Note may be signed by facsimile and executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

**THE BORROWER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**AGREED TO AND ACCEPTED:  
THE HOLDER/WHITEBOX LEARNING, INC.**

Signature: \_\_\_\_\_

Name: Sindhuri Siddireddy

Title: Proprietor