



## **PAY AFTER PLACEMENT AGREEMENT**

This **PAY AFTER PLACEMENT AGREEMENT** (*hereinafter referred to as 'this Agreement'*) is made and entered into on this \_\_\_ day of April, 2024

### **BY & BETWEEN**

\_\_\_\_\_, S/o / D/o \_\_\_\_\_, R/o \_\_\_\_\_, having AADHAR No. \_\_\_\_\_ (*hereinafter referred to as "the Student" which expression, unless repugnant to the context or meaning thereof, mean and include, his/her legal heirs, successors, executors and/or administrators*) of the FIRST PART

### **AND**

**KATINA SKILLS PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 2013 and having its registered office at E-299, Industrial Area, Phase 8A, Mohali, Punjab – 160055, India (*hereinafter referred to as "the Company" which expression, unless repugnant to the context or meaning thereof, mean and include, his/her successors and/or assigns*) of the SECOND PART

### **WHEREAS**

The Company is *inter alia* engaged in the operation and running of placement-oriented programs under the name and style of '**HOPING MINDS**'. The Company hereby agrees to provide placement opportunities and the Student hereby agrees to enroll with the Company and avail the training and placement on the terms and conditions provided in this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, TERMS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE TO AS UNDER:**

#### **1. CONSIDERATION & TERMS OF PAYMENT:**

- a. The Company agrees to support the student through Placement Opportunities with Recruiting Companies and provide training wherever required.
- b. The Student understands that this is a Pay-After-Placement Program and if the student gets placed in a job role in these recruiting companies through opportunities provided by the Company then he is liable to pay his program fees, i.e., an amount of:
  - i. INR 60,000 if the CTC offered to the student is above to INR 3,00,000 per annum.
  - ii. INR 75,000 if the CTC offered to the student is more than INR 6,00,000 per annum.
  - iii. This has to be paid by the student within 2 days of declaration of his selection results.
- c. If the Student fails to secure an employment offer within a period of 1 Year from the Date of Execution of this Agreement, this Agreement shall be waived and stand terminated.
- d. Some Employers follow a format where Students are employed as a Trainee, Intern or in a similar role for a particular period before being on-boarded as a regular employee. Such cases qualify as a job offer mentioned in Point (1b) above.
- e. If the Fee or Payments are not paid timely in terms of this Agreement, then the Company shall be entitled to take necessary steps for recovery of the amount due and payable by the Student to the Company including but not limited to initiating appropriate proceedings in accordance with law.

#### **2. REGISTRATION FEE & REFUND POLICY:**

- a. The Student shall pay a refundable registration fee of INR 5,000 (Indian Rupees Five Thousand only) at the time of enrollment in the Pay After Placement Program.
- b. In the event that the Student does not secure a job placement within one year from the date of execution of this Agreement, the registration fee of INR 5,000 paid by the Student shall be refunded in full by the Company.
- c. If the Student fails to actively participate in the placement drives and job opportunities provided by the Company (*consecutive 3 Placement opportunities as per his/her eligibility criteria*) during the term of this Agreement, you will be considered as Drop-Out, and the registration fee of INR 5,000 shall not be refunded.

#### **3. TERM:**

This Agreement shall be effective from the date of execution and shall remain valid and binding for a period of up to 1 Year from the Execution Date and/or till an amount equivalent to the Program Fees has been repaid by the Student in the manner stipulated in this Agreement and/or till all obligations of the Student are fulfilled under this Agreement.

- Students are expected to actively participate in the training sessions and follow the guidelines provided by the institute.
- Placement opportunities will be provided based on the student's performance and eligibility criteria set by the recruiting companies.

**3. OTHER TERMS/PROVISIONS:**

- a. The Company shall be entitled to use, display and publish the Student's name, photo, fact of the Student's engagement with the Company and/or placement/job that was offered to the Student through the placement process of the Company. The Student agrees to provide the Company with such information and/or documentation as may be required by the Company from time to time.
- b. The Student agrees to adhere to the Company's Code of Conduct for Students as updated from time to time. Examples of items contained in this include Not leveraging Unfair Means and Plagiarism, Respect and Discipline, etc.

**4. CONFIDENTIALITY & NON-DISCLOSURE:**

- a. The Parties agrees that any Confidential Information related to the course, this Agreement and engagement between the Student and Hoping Minds shall be considered as strictly confidential and agree:
  - a. Not to disclose such confidential information to any other/third persons/parties, unless agreed upon by prior mutual consent in writing;
  - b. The provisions of this Article shall survive this Agreement.

**5. GOVERNING LAW & JURISDICTION:**

This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of India. Courts in Punjab shall have exclusive jurisdiction in all matters pertaining to any disputes under this Agreement, subject to the Arbitration clause.

**6. ELECTRONIC SIGNATURE:**

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective signatures on the day and year and at the Place first mentioned herein above.

**FOR**  
**KATINA SKILLS PVT. LTD.**  
SIGNED & DELIVERED BY:

**STUDENT**  
SIGNED & DELIVERED BY:

Name:  
Designation:  
Address: E299, Sector 75, Mohali, Punjab  
E-Mail ID: support@hopingminds.com  
Phone: +91-9779886900

Name:  
Address:  
E-Mail ID:  
Phone: