

# For **[Position]** Trainee Position

## Purpose

The purpose of the Agreement is to identify the mutual working relation pattern for which the trainee is being trained and confirm the framework that the trainee is following.

## General

Digiole (DO or the Company) will take the trainee on board for the trainee position for **[position]** role. Trainee will have the opportunity to ask questions and the company will share useful resources that will help trainee to develop in his/her role. Company will nominate a mentor from within the company. The mentor will dedicate required time on a regular basis about trainee position fundamentals. At some point, if/when mentor believes trainee to be ready, he/she will let the trainee be qualified for additional opportunities within DO. Before that the mentor will also ensure that trainee gets enough hands-on practice of real projects that are going on within DO.

## Learning Objectives

Among various things the trainee will learn about:

1. the fundamentals of the Digiole initiative
2. the fundamentals of the Digiole digital products

Due the nature of Digiole, trainee will also learn about:

1. how to work as a part of global group of entrepreneurs
2. the fundamentals of startup entrepreneurship and startup ecosystems

## [Position] trainee Agreement

THIS AGREEMENT is made on [date] BETWEEN:

Digiole Oy, Kaisaniemenkatu 4 A 3rd floor, Óscar Ramírez (CEO at Startup Commons) AND **your name** (the “trainee”), **your email, your phone number**, for the Startup Commons **Position** Role.

NOW IT IS HEREBY AGREED as follows:

In consideration by the Company, the parties agree as follows:

1. That under the terms of this Agreement, the Company agrees to provide the trainee with a traineeship period for identified learning objectives and the trainee agrees to provide all work and services (the “Services”) reasonably required by the Company.
2. That the trainee is expected to attend the training period for trainee position work experience, which will commence on **starting date** and shall end on **ending date** (the “Training Period”), with a review of the position at the end of the 3rd month of the Training Period. During this time the trainee will commit minimum **X** hours per week on average to work on his trainee obligations.
3. By default, the Company shall not demand the trainee for workload more than agreed minimum working hours and the trainee will commit to minimum working hours assuming there are enough assigned tasks available.
4. That any tasks undertaken by the trainee while on a traineeship period will have the purpose of promoting the trainee's competence, understanding and familiarity of the Company's business and/or software platform as well as the trainee's other agreed learning objectives.
5. That the trainee keep making satisfactory progress on the training period program, such progress will be mutually discussed in emails and calls between trainee & mentor(s)
6. The trainee will be expected to reach a reasonable standard of competence and performance for each task for which he/she has undertaken.
7. That the trainee will have no contractual relationship with the Company and that the training contract is not an employment contract. However, the trainee will be expected to behave as part of the Company on whatever position he/she is assigned and shall abide by all the terms and conditions applicable to the Company's own staff and respect the Company's policies, values and procedures. As listed in the Appendix A.
8. That the trainee will not be paid for his/her traineeship period. With an exception to possible

individual tasks or projects agreed separately in writing.

9. That the trainee keeps a record of tasks & project progress as part of ongoing project & task management via provided tools as part of normal team communications.

10. That if the trainee will be unable to attend the training beyond the agreed weekly time allocation & communication pattern, his mentor(s) should be informed in a timely manner.

11. That the Company will designate “mentor(s)” to mentor the trainee. The mentor(s) shall be the primary point of contact for the trainee. Any requests from the trainee should be communicated to the mentor(s).

12. The mentor(s) should provide the background information, support, knowledge, as well as needed resources to help to fulfil trainees' agreed tasks.

13. That the trainee wishing to terminate the traineeship period must give one-week notice to the mentor(s).

14. That the Company may terminate the traineeship period during the training period itself if the trainee is unsatisfactory and by the discretion of the mentor(s) to terminate the trainee's training.

15. Termination of the agreement would be the outcome if dispute or either party could not conduct acts based on the agreement.

16. Grounds for immediate termination as determined solely by the Company of the trainee yet include but are not limited to the following actions or events:

- a. Continuous absence or lack of communication
- b. Inappropriate language or conduct to the Company's customers, partners or team members
- c. Inappropriate behavior to any team members of the company
- d. Misuse of tools or information of the company
- e. Actions that go against company values as set out in appendix A
- f. Failure to make enough progress in the skills and towards the goals set out between the trainee and mentor(s)
- g. Failure to commit the Minimum Hours Expectation or to provide the Services
- h. Fraud or any criminal offence
- i. Breach of this agreement

17. That after the trainee successfully ended his/her training period indicated in paragraph two, his contract training with the company also ended.

18. That the progress and performance of all trainees will be reviewed during and after the training period and performance review shall be conducted with the following criteria:
- a. Skills, Standard of work and behavior during period
  - b. Reliability and performance
  - c. Project & task records
  - d. General conduct

## **Proprietary Information and Confidentiality**

trainee is aware that in the course of her/his engagement with the Company and/or in connection therewith, trainee may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Company, its affiliates, customers and suppliers, and including information received by the Company from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as "Proprietary Information", which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the trainee.

trainee agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of the Company and its affiliates and their assigns. During the trainee Period and upon its expiration thereafter, trainee shall keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Proprietary Information without the prior written consent of the Company, except and to the extent as may be necessary in the ordinary course of performing trainee's duties pertaining to the Company and except and to the extent following, possible written notice from the trainee to the mentor(s) and/or Company as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity.

Without derogating from the generality of the foregoing, the trainee agrees: (a) not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Proprietary Information, or any part thereof, without the prior written consent of Company, except as may be necessary in the performance of her/his duties pertaining to the Company; (b) to exercise the highest degree of care in safeguarding the

Proprietary Information against loss, theft or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintenance of confidentiality; (c) upon a request by the Company to do so, the trainee shall immediately deliver to the Company or destroy all Proprietary Information and any and all copies thereof, in whatever form, that had been furnished to the trainee, prepared thereby and/or came to her/his possession in any manner whatsoever, during and in the course of her/his engagement with the Company, and shall not retain and/or make copies thereof in whatever form.

trainee acknowledges that any breach of her/his obligations pursuant to this Section would cause the Company substantial damage for which the Company shall hold them liable. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect for a period of two (2) years thereafter.

## **Inventions and Work Product**

trainee agrees to promptly and from time to time fully inform and disclose to the Company all inventions, work product, designs, improvements, discoveries, algorithms, code, executable code, compilation and execution, configuration instructions and the like, which trainee shall have created, developed or altered during her/his engagement with the Company, and which result from and are related directly to the Services rendered by trainee to the Company, or which derive from any experimental work performed by the Company, whether conceived by trainee alone or with others (the "Inventions"). All Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Company and trainee shall not be entitled, and hereby waives, now and/or in the future, any claim to any right, compensation and/or reward in connection therewith. In the event that by operation of law, any Invention shall be deemed property of or owned by (in whole or in part) the trainee, trainee hereby assigns and shall in the future take all the requisite steps (including by signing all appropriate documents) to assign to the Company and/or its designee any and all of her/his foregoing rights, titles and interests in such Inventions, on a worldwide basis, and hereby further acknowledges and shall in the future acknowledge the Company's full and exclusive ownership in all such Inventions.

To the extent necessary, trainee shall, during her/his engagement with the Company or at any time thereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and/or its designee and/or to assist the Company to obtain the exclusive and absolute rights, title and interests in and to all Inventions, whether by the registration of patent, trademark, trade secret, copyright, and/or any other applicable legal protection, and to protect same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

## Disputes and Governing Law

This Agreement will be governed by and constructed in accordance with the laws of Finland. Any disputes arising out of this agreement shall be resolved in the Court of Helsinki, Finland.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.  
**date**

trainee

Company

Your full name

Digiolel Oy  
Óscar Ramírez

## Appendix A

### Company Values At Work

- Deliverables matter. Everyone should add measurable value; these can include, but not limited to design templates, wireframes, documentations, diagrams, improvement in existing processes or lines of code that may/not carry monetary terms.
- Being proactive and taking charge
- Being passionate about your work, if you don't care, why should anyone else
- Using common sense
- Including others and leveraging each other
- Thinking outside the box
- Active communication, updating tasks and asking for feedback
- Constructive criticism. If you think something is not good, you should always have suggestions on how to improve.
- True honesty
- Iterative processes
- If you are unsure – ask. If you don't know – say you don't know

### How We Work

We work as a web-based company and all our operations are highly streamlined. We do not believe in putting people in boxes, but rather we believe in new people finding what is the most motivating and valuable for them in their role. We expect everyone to take ownership of their tasks, responsibility for what they do and be accountable for their successes and their mishaps. We are an entrepreneurial group of people and companies and we care about one thing above all, building value for our group of companies and our customers.

As an International company, we have several people in several positions and locations. However, as an entrepreneurial organization we should always consider ourselves a team and work as one. We have vast expertise on several continents, it is crucial that we take advantage of this vast knowledge. In local operations, we must leverage other local operations to make the most of our efforts.

Working in our company is an opportunity, not an obligation. Being part of this journey is earned every week by every team member.