

March 21, 2022

Anubhav Prasad

We're excited to present your NVIDIA offer!

Your offer letter/employment agreement contains the full terms and conditions. We have included the highlights summarized below¹.

Employing Entity	NVIDIA Graphics Pvt. Ltd.
Your Position	ASIC Intern
Your Manager	Prabhanjan Moleyar
Your Location	India, Bengaluru
Anticipated Start Date	May 16, 2022

Annualized Base Pay	INR 600,000
---------------------	-------------

If you have any questions about your offer, please contact your recruiter.

¹ Any incentive pay or variable compensation, bonuses, and/or relocation packages are subject to the terms and conditions of the relevant NVIDIA plan, which may be provided to you at a later date. All amounts are stated on a gross basis and may be subject to tax withholdings and other deductions under applicable law. In case of any conflict between this summary and the [offer letter/employment agreement], the [offer letter/employment agreement] will govern.

We look forward to you joining the team





INTERNSHIP AGREEMENT

March 18, 2022

Dear Anubhav,

We are pleased to offer you a position as an intern at NVIDIA Graphics Private Limited ("NVIDIA" or the "Company") on the terms set out in this internship agreement (the "Agreement").

Internship

The content of your internship program will be determined by an assigned member from Human Resources, who will also be your main point of contact for further guidance during your internship. The purpose of this internship is to provide you with guidance and experience that will be helpful in your future career. In furtherance of this, you will be asked to assist with various assignments and tasks and you should use your best efforts in executing such projects. During the tenure of your internship, you should work closely with your assigned project lead who will guide you and review your assignments to ensure that the internship is an enriching experience for you.

As a condition of your internship with NVIDIA, you will be required to read and comply with all applicable Company policies, including but not limited to the NVIDIA Code of Conduct (which applies to all Company interns and is available at www.nvidia.com/ir), which may be amended from time to time. Failure to comply with any of the Company policies may lead to disciplinary action, including and up to termination of your internship. By signing this Agreement, you agree to read and abide by the Code of Conduct and applicable policies, including subsequent updates.

You acknowledge and agree that you are an intern, and not an "employee" or a "workman" for purposes of any employment statute, rule or regulation under applicable law and the Company provides no assurance or guarantee that you will be employed by NVIDIA upon completion of your internship.

Place and Days of Work

During your internship, you will be based at NVIDIA's offices located in India, Bengaluru. Your internship schedule will be set by your project lead in accordance with applicable law. However, you may be asked to travel to other places (including the Company's other offices) in India if required by the Company for the proper and efficient performance of your tasks as an intern.

In the event that you are asked to travel outside of India, Bengaluru, all pre-approved expenses incurred during such travel shall be reimbursed in accordance with NVIDIA's policies.

Stipend and Certificate

NVIDIA Graphics Private Limited
Registered office
Bagmane Goldstone Building
North Tower
Adj to World Technology Centre
Mahadevapura Village
K.R. Puram Hobli, Marathahalli
Outer Ring Road
Bengaluru 560048
Karnataka, India
T +91.80.68787600
F +91.80.68787605
nvidiagraphics@nvidia.com
www.nvidia.com
CIN: U32106KA2004PTC033880

NVIDIA Graphics Private Limited
Plot # 6A & 6B, IT Park Layout
Nanakramguda,
Serilingampally Mandal
RR District
Hyderabad 500046
Telangana, India
T +91.40.660.14000
F +91.40.660.14141

NVIDIA Graphics Private Limited
CNB Square
No. 127 Andheri Kurla Road
Village Chakala
Andheri East
Mumbai 400093
Maharashtra, India
T +91.022.4376.4567
F +91.20.6641.3000

NVIDIA Graphics Private Limited
Commerzone, Building No.5
Survey No. 144/145
Samrat Ashok Path
Off Airport Road, Yerwada
Pune 411006
Maharashtra, India
T +91.20.6641.3000
F +91.20.6602.2744

As an intern, you will be paid a stipend of **INR 50,000** per month, subject to applicable deductions and required statutory withholdings in accordance with NVIDIA's standard payroll schedule and applicable law. As an intern, you may be eligible to participate in NVIDIA-sponsored benefits, such as NVIDIA Gear Store credits and cafeteria and transportation services, to the extent you meet the eligibility requirements of each such benefit plan. NVIDIA reserves the right to modify, change, or discontinue all or part of these benefits at any time at its sole discretion.

Upon your successful completion of the internship program, you will be provided an internship certificate by NVIDIA.

Term of the Internship

Your internship program shall be for a maximum term of 2 months, starting on May 16, 2022 and ending automatically on July 15, 2022, without notice being required (the "**End Date**"). The End Date may be extended by mutual, written agreement between you and NVIDIA.

Termination

During your internship and prior to the End Date, NVIDIA may terminate this Agreement by providing one week's written notice (or stipend in lieu thereof).

NVIDIA may terminate this Agreement at any time for just cause or misconduct without providing you with notice or stipend in lieu. Misconduct by you includes, but is not limited to: fraudulent, dishonest or undisciplined conduct, or breach of integrity, or embezzlement, or misappropriation or misuse of NVIDIA's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach of any terms of this Agreement or other Company policies that may be applicable to you or directions of the Company, or irregularity in attendance, or your unauthorized absence from the place of work for more than seven (7) consecutive working days.

Limited Authority

You agree that you will not (i) enter into any commitments or dealings on behalf of NVIDIA; (ii) be a party to any alteration of any principle or policy of NVIDIA; or (iii) exceed any authority or direction that may be vested in you without prior written approval by NVIDIA or those in authority over you at NVIDIA. Any violation of the above may lead to disciplinary action, which may include termination of your internship, subject to applicable law.

Confidentiality

As a condition of your internship with NVIDIA you will be required to read and sign the enclosed Confidentiality and Inventions Assignment Agreement ("**CIAA**") attached hereto as **Exhibit A**.

In addition to your compliance with the terms under the CIAA, you shall also keep the terms and conditions of your internship strictly confidential. For the avoidance of doubt, any disclosure of confidential terms and conditions of your internship will constitute a breach of this Agreement and may result in termination of your internship.

Data Privacy and Monitoring

NVIDIA Graphics Private Limited
Registered office
Bagmane Goldstone Building
North Tower
Adj to World Technology Centre
Mahadevapura Village
K.R. Puram Hobli, Marathahalli
Outer Ring Road
Bengaluru 560048
Karnataka, India
T +91.80.68787600
F +91.80.68787605
nvidiagraphics@nvidia.com
www.nvidia.com
CIN: U32106KA2004PTC033880

NVIDIA Graphics Private Limited
Plot # 6A & 6B, IT Park Layout
Nanakramguda,
Serilingampally Mandal
RR District
Hyderabad 500046
Telangana, India
T +91.40.660.14000
F +91.40.660.14141

NVIDIA Graphics Private Limited
CNB Square
No. 127 Andheri Kurla Road
Village Chakala
Andheri East
Mumbai 400093
Maharashtra, India
T +91.022.4376.4567
F +91.20.6641.3000

NVIDIA Graphics Private Limited
Commerzone, Building No.5
Survey No. 144/145
Samrat Ashok Path
Off Airport Road, Yerwada
Pune 411006
Maharashtra, India
T +91.20.6641.3000
F +91.20.6602.2744

In the context of your internship it is necessary for NVIDIA to collect, use, and store certain personal and sensitive personal information about you for administrative, management, compliance, and other purposes. By signing this Agreement, you consent to the Company collecting, processing, transferring and handling data, including personal and sensitive personal data, relating to you for legal, personnel, administrative and management purposes. Such personal data may also be transferred to others within NVIDIA, NVIDIA Corporation, or any subsidiary or affiliate (together, “**Group Company**”), and/or third-parties located within or outside of your country. In addition, any use by you of the Group Company’s communications systems and equipment, including email and computers, must be in accordance with any policies that the Group Company may issue from time to time, must be work-related (unless otherwise provided in a policy applicable in your country of engagement), and may be subject to monitoring and recording. For the avoidance of doubt, and for the limited purpose of safeguarding the Company’s confidential and proprietary information, NVIDIA shall have the right to monitor any personal e-mail or social media forum that may be accessible to you from the Company’s resources.

NVIDIA also reserves the right to monitor your activities using various security measures including but not limited to closed circuit television systems. These may be installed on the Company’s premises overtly or covertly to ensure that you do not participate or propagate any activities which are or could be prejudicial to Group Company’s business interests or which could bring it into disrepute.

To the extent that you may have access to the personal data of others (within or outside the Group Company) in the course of your internship with NVIDIA, you also agree that you will strictly comply with all applicable data protection laws, regulations and guidelines and any policies issued by NVIDIA or the Group Company from time to time relating to data protection and privacy, and you acknowledge that the breach of any such rules is likely to be regarded as gross misconduct.

Non-Solicit

During your internship and for 1 year thereafter, you shall not, directly or indirectly, (a) solicit, encourage, or induce or attempt to solicit, encourage, or induce any (i) employee, marketing agent, vendor, partner or consultant of Group Company to terminate his or her employment, agency, contract or consultancy with Group Company, (ii) person who was previously employed by Group Company within the six months prior to the contemplated solicitation, or (iii) prospective employee with whom Group Company has had discussions or negotiations within six months prior to your termination of internship, not to establish a relationship with Group Company, (b) induce or attempt to induce any current customer to terminate its relationship with Group Company, or (c) induce any potential customer with whom Group Company has had discussions or negotiations within six months prior to your termination of internship not to establish a relationship with Group Company.

Return of NVIDIA Property

You will be responsible for the safe return of all the properties of NVIDIA including any drawings, software, employee data, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to NVIDIA or any reproduction thereof which may have been provided to you during the course of your internship with NVIDIA or which may be in your use, custody, care or charge. For the loss of any property of NVIDIA in your possession, NVIDIA will have a right to assess the value of the loss on its own basis and recover the damages as it deems proper in the event of your failure to account for such material or property to its satisfaction.

On expiry or earlier termination of this Agreement, you shall immediately provide all papers, documents and other property of NVIDIA and the Group Company that may be in your possession, custody, control or power, including but

NVIDIA Graphics Private Limited
Registered office
Bagmane Goldstone Building
North Tower
Adj to World Technology Centre
Mahadevapura Village
K.R. Puram Hobli, Marathahalli
Outer Ring Road
Bengaluru 560048
Karnataka, India
T +91.80.68787600
F +91.80.68787605
nvidiagraphics@nvidia.com
www.nvidia.com
CIN: U32106KA2004PTC033880

NVIDIA Graphics Private Limited
Plot # 6A & 6B, IT Park Layout
Nanakramguda,
Serilingampally Mandal
RR District
Hyderabad 500046
Telangana, India
T +91.40.660.14000
F +91.40.660.14141

NVIDIA Graphics Private Limited
CNB Square
No. 127 Andheri Kurla Road
Village Chakala
Andheri East
Mumbai 400093
Maharashtra, India
T +91.022.4376.4567
F +91.20.6641.3000

NVIDIA Graphics Private Limited
Commerzone, Building No.5
Survey No. 144/145
Samrat Ashok Path
Off Airport Road, Yerwada
Pune 411006
Maharashtra, India
T +91.20.6641.3000
F +91.20.6602.2744

not limited to any phones or computers provided by NVIDIA during your internship.

Electronic Delivery and Agreement

NVIDIA may, in its sole discretion, decide to deliver any documents or notices related to this Agreement, your hiring or onboarding at NVIDIA, or any other documents related to your internship by email or any other electronic means. You hereby consent to (a) receive such documents and notices by such electronic delivery, and (b) sign documents electronically and agree to participate through an online or electronic system established and maintained by NVIDIA or a third party designated by NVIDIA. You agree that your electronic signature on this Agreement and any other documents related to your internship (including but not limited to the attached Exhibit A) has the same validity, enforceability, and admissibility of a handwritten signature.

Non-Waiver

No delay, failure or omission on the part of the Company to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them.

Tax Liability

You are responsible for any tax liabilities, including income tax, professional tax or any other tax that may be applicable to the aforesaid stipend payments, and NVIDIA will not be liable for the same. All stipend and other payments (if any) to you will be subject to tax withholding in accordance with applicable laws.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India and for purposes of resolving any dispute that may arise directly or indirectly from your internship, you submit to the jurisdiction of the courts of Bengaluru.

Entire Agreement

This Agreement and any exhibits and annexures constitute the complete agreement between you and NVIDIA regarding your employment with NVIDIA, contain all of the terms of your internship with NVIDIA, and supersede any prior offers, agreements, representations or understandings (whether written, oral or implied) between you and NVIDIA. This Agreement may not be amended or modified, except by an express written agreement signed by both you and NVIDIA's head of human resources, except that the Company reserves the right to change your internship duties, title, and compensation, as well as the Company's personnel policies and procedures, from time to time, subject to applicable law. Further, you acknowledge and agree that, as of the date of this Agreement, you have no former claims of any nature whatsoever against the Company.

Counterparts

This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

NVIDIA Graphics Private Limited Registered office Bagmane Goldstone Building North Tower Adj to World Technology Centre Mahadevapura Village K.R. Puram Hobli, Marathahalli Outer Ring Road Bengaluru 560048 Karnataka, India T +91.80.68787600 F +91.80.68787605 nvidiagraphics@nvidia.com www.nvidia.com CIN: U32106KA2004PTC033880	NVIDIA Graphics Private Limited Plot # 6A & 6B, IT Park Layout Nanakramguda, Serilingampally Mandal RR District Hyderabad 500046 Telangana, India T +91.40.660.14000 F +91.40.660.14141	NVIDIA Graphics Private Limited CNB Square No. 127 Andheri Kurla Road Village Chakala Andheri East Mumbai 400093 Maharashtra, India T +91.022.4376.4567 F +91.20.6641.3000	NVIDIA Graphics Private Limited Commerzone, Building No.5 Survey No. 144/145 Samrat Ashok Path Off Airport Road, Yerwada Pune 411006 Maharashtra, India T +91.20.6641.3000 F +91.20.6602.2744
---	---	--	---

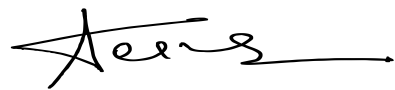
This Agreement and the attached Exhibit A constitute the entire terms and conditions governing your engagement as an intern with NVIDIA.

If you understand and agree to the terms and conditions of this Agreement, please sign and return this Agreement along with a signed copy of Exhibit A. This internship offer, if not accepted, will expire at 5:00PM on March 23, 2022.

Place of and Hours of Work. Your normal place of work will be at the Company's offices located at India, Bengaluru. You also agree to travel to and / or be relocated to and work at such other places (including but not limited to the Company's other offices, client sites, etc.), throughout India and the rest of the world, as the Company may require for the proper and efficient performance of your duties. Your work schedule will be 40 hours per week and may change from time to time, based on business needs, and may require you to work outside of the Company's standard business hours, subject to applicable law. You may not work any overtime hours except with the advance written approval of your manager. Any overtime worked, if applicable, shall be deemed compensated by the compensation described in the *Compensation* paragraph above; you will not receive any additional overtime pay except as may be agreed with the Company in advance or as required by law.

Sincerely,

Accepted and Agreed:



Name: Amit Verma
VP, Human Resources

Name: Anubhav Prasad

Date

Exhibit A: Confidentiality and Inventions Assignment Agreement

NVIDIA Graphics Private Limited
Registered office
Bagmane Goldstone Building
North Tower
Adj to World Technology Centre
Mahadevapura Village
K.R. Puram Hobli, Marathahalli
Outer Ring Road
Bengaluru 560048
Karnataka, India
T +91.80.68787600
F +91.80.68787605
nvidiagraphics@nvidia.com
www.nvidia.com
CIN: U32106KA2004PTC033880

NVIDIA Graphics Private Limited
Plot # 6A & 6B, IT Park Layout
Nanakramguda,
Serilingampally Mandal
RR District
Hyderabad 500046
Telangana, India
T +91.40.660.14000
F +91.40.660.14141

NVIDIA Graphics Private Limited
CNB Square
No. 127 Andheri Kurla Road
Village Chakala
Andheri East
Mumbai 400093
Maharashtra, India
T +91.022.4376.4567
F +91.20.6641.3000

NVIDIA Graphics Private Limited
Commerzone, Building No.5
Survey No. 144/145
Samrat Ashok Path
Off Airport Road, Yerwada
Pune 411006
Maharashtra, India
T +91.20.6641.3000
F +91.20.6602.2744



CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my internship or continued internship with NVIDIA Graphics Private Limited (the "Company"), which together with its parent entities and/or any subsidiary or affiliate shall be referred to as "Group Company," and the stipend now and hereafter paid to me by the Company, I hereby agree as follows:

1. CONFIDENTIALITY.

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my internship by Company and thereafter, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Group Company's Confidential Information (defined below), except as such use is required in connection with my training with the Company, or unless the General Counsel (the "GC") of NVIDIA Corporation expressly authorizes in writing such disclosure or publication. I will obtain the GC's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my training at Company and/or incorporates any Confidential Information. I hereby assign to NVIDIA Corporation any and all rights I have or acquire in any and all Confidential Information and agree that all Confidential Information shall be the sole and exclusive property of NVIDIA Corporation and its assigns.

1.2 Confidential Information. The term "Confidential Information" shall mean any and all confidential knowledge, data or information related to Group Company's business or its actual or demonstrably anticipated research or development, including without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, product road maps, plans for research and development, marketing and business plans, sales and sales strategies, budgets, financial statements, contracts, prices, costs, suppliers, customers, and past and future customer purchases; (c) information regarding the skills and compensation of Group Company's employees, contractors, and any other service providers of Group Company; and (d) the existence of any business discussions, negotiations, or agreements between Group Company and any third party.

1.3 Third Party Information. I understand, in addition, that Group Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on Group Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my internship with Company and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than Group Company personnel who need to know such information in connection with their work for Group Company) or use, except in connection with my training with the Company, such Third Party Information, unless expressly authorized by an officer of NVIDIA Corporation in writing prior to any such disclosure or use.

1.4 No Improper Use of Information of Prior Employers and Others. I represent that my internship with the Company does not and will not breach any agreement with any former employer, including any noncompete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my internship with the Company. I represent that I am under no obligations or commitments, whether contractual or otherwise, that are inconsistent with my obligations under this agreement. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict herewith and that I am not on a leave of absence or similar arrangement from a

different employer. During or in connection with my internship with the Company, I will not improperly use or disclose any confidential information, trade secrets or other proprietary information or intellectual property of any former employer or other third party who has any right, title or interest in such information or intellectual property or to whom I have an obligation of confidentiality. I will not bring onto the premises of Group Company or use any unpublished documents or any property belonging to any former employer or other third party to whom I have an obligation of confidentiality, unless I have prior written consent from that former employer or person. I represent and warrant that I have returned all property and confidential information belonging to any prior employer. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Group Company. I agree that I will abide by any contractual obligations to refrain from soliciting any person employed by or otherwise associated with any former employer.

2. INVENTIONS.

2.1 Inventions and Intellectual Property Rights. As used in this Agreement, the term "Invention" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions (defined below) in any NVIDIA Inventions (defined below) without NVIDIA Corporation's prior written consent. In addition, I agree that I will not incorporate into any Group Company software or otherwise deliver to Group Company any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Group Company, except in accordance with Group Company's policies. I have disclosed on Exhibit A a complete list of all Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my internship with the Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If no Prior Inventions are listed in Exhibit A, I warrant that there are no Prior Inventions. If, in the course of my internship with the Company, I incorporate a Prior Invention into a Group Company product, process, machine or other work, I hereby grant Group Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

2.3 Assignment of NVIDIA Inventions. Subject to the section entitled "Government or Third Party" below, I hereby irrevocably and perpetually assign and agree to assign (on a worldwide, and royalty free basis) in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to NVIDIA Corporation all of my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my internship with the Company, except for Excluded Inventions. "Excluded Inventions" are only those Inventions that meet all of the following criteria: Inventions that (a) I develop entirely on my own time (without using any Group Company equipment, supplies, facilities, Confidential Information or trade secret information), (b) do not result from any work performed by me for the Company or the Group Company, and (c) do not relate to Group Company's business or any actual or demonstrably anticipated research or development of Group Company (as determined and approved by a member of NVIDIA Corporation's Legal Department and my manager (or business unit Vice President, if required by Group Company's policies)). To the extent such assignment of Inventions under this section cannot be made to NVIDIA Corporation, I agree such assignment shall be to the Company. Inventions assigned to NVIDIA Corporation or any Group Company pursuant to this section or to a third party as directed by NVIDIA Corporation pursuant to the

section below titled "Government or Third Party" or otherwise to any Group Company under applicable law are referred to in this Agreement as "NVIDIA Inventions." Notwithstanding the provisions of Section 19(4) and 30A of the Indian Copyright Act, 1957, such assignment or license (as the case may be) in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not exercise the rights under the assignment or license (as the case may be) within a period of one year from the date of assignment. I further acknowledge and agree that I shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

2.4 Obligation to Keep NVIDIA Corporation Informed. In addition to my other obligations hereunder, during the period of my internship with the Company, I will promptly disclose to NVIDIA Corporation fully and in writing all patent applications filed by me or on my behalf. In order for NVIDIA Corporation to determine whether any invention was made during my internship with Company and/or is based upon Group Company's Confidential Information, I agree that during the two (2) year period after the termination of my internship by Company for any reason, I will promptly: (i) notify NVIDIA Corporation that any one or more patent applications have been filed by me or on my behalf, either alone or with others; and (ii) provide NVIDIA Corporation with a list of the names of the coapplicants, if any, and a description of the subject matter of the patent application that is sufficiently detailed to reasonably allow NVIDIA Corporation to determine whether it relates to Group Company's Confidential Information, its business, or its actual or demonstrably anticipated research and development.

2.5 Government or Third Party. I also agree that as directed by NVIDIA Corporation, I will assign all of my right, title, and interest in and to any particular NVIDIA Invention to a third party, including without limitation the United States.

2.6 Enforcement of Intellectual Property Rights and Assistance. During the period of my internship and thereafter, I will assist NVIDIA Corporation in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to NVIDIA Inventions in all countries. In the event NVIDIA Corporation is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint NVIDIA Corporation and its duly authorized officers and agents, including in particular the GC, as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

3. RECORDS. I agree to keep and maintain, and under no circumstances to discard or destroy, adequate and current records (in the form of note books, notes, sketches, drawings and in any other form that is required by Company) of all Inventions made by me during the period of my internship with Company, which records shall be available to, and remain the sole property of, Company at all times. I will return those records to Company at the termination of my internship whether voluntary, or with or without cause by Company, or immediately upon request by Company.

4. ADDITIONAL ACTIVITIES. I agree that: (a) during the term of my internship with Company, I will not engage in any employment, consulting, advisory, business or similar activity (collectively, the "Outside Activities") without the written approval (the "Approval") of my immediate supervisor and the Vice President, Corporate Affairs of NVIDIA Corporation, as required under NVIDIA's Conflict of Interest Guidelines; and (b) during the term of my internship with Company, I will not compete with Group Company, nor assist any person or entity in competing with Group Company, in preparing to compete with Group Company or in hiring any employees or consultants of Group Company. I have disclosed on Exhibit B a complete list of all Outside Activities that I am seeking Approval to participate in during my internship with Company. If no Outside Activities are listed in Exhibit B, I warrant that there are no Outside Activities. Examples of Outside Activities include, but are not limited to: engaging in self-employment; providing consulting or advisory services to any other company or business (unless on behalf of Group Company); or acting as a board member or officer of any entity.

5. RETURN OF GROUP COMPANY PROPERTY. Immediately upon termination of my internship or upon Company's request at any other time, I will deliver to Company all of Group Company's property,

equipment, credit cards, phone cards, computers, mobile phones, personal digital assistants, building cards, keys and documents (hard-copy or electronic copies), together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Confidential Information of Group Company and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Company computer or other Group Company equipment before I return it to Company. I further agree that any property situated on Group Company's premises and owned by Group Company is subject to inspection by Group Company personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement and related documents. I agree and acknowledge that, upon termination of my internship, any access by me of any computer, mobile phone or personal digital assistant of Company or Group Company constitutes access without authorization and exceeds authorization by Company.

6. NOTIFICATION OF NEW EMPLOYER. Upon cessation of my internship with the Company, I hereby consent to and authorize the notification of my new employer of my rights and obligations under this Agreement, by Company's providing a copy of this Agreement or otherwise.

7. GENERAL PROVISIONS.

7.1 Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of India, without giving effect to any conflicts of laws principles that require the application of the law of a different state. I hereby expressly consent to the personal jurisdiction and venue in the state and federal courts of Bengaluru for any lawsuit filed there against me by Company arising from or related to this Agreement.

7.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

7.3 Survival. This Agreement shall survive the termination of my internship and the assignment of this Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.

7.4 Internship. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of my internship with Company, nor shall it interfere in any way with my right or Company's right to terminate my internship at any time, with or without cause and with or without advance notice. Furthermore, nothing in this Agreement shall imply any employment relationship with NVIDIA Corporation or any Group Company.

7.5 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

7.6 Injunctive Relief. I acknowledge that, because I will have access to the Confidential Information of Group Company, any breach of this Agreement by me would cause irreparable injury to Group Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Group Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

7.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

7.8 Export. I hereby acknowledge that Group Company's products, technology and related documentation under this Agreement may be restricted subject to the U.S. Export Administration Regulations (the "EAR") or other applicable legislation. I agree that I will not export or reexport the products, technology and related documentation to any destination requiring an export license or other approval under the EAR or other legislation without first obtaining such export license or approval and Company's permission. I will not export or reexport the products, technology and related documentation, directly or indirectly, either to any end user who I know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. My obligations under this Section shall survive the expiration or termination of this Agreement. I understand and agree that to the extent my duties and responsibilities for Company require me to be exposed to or to work with Company technology that is restricted by the EAR or other government restrictions, my internship with Company is contingent upon satisfactory proof that I have the legal right to have access to this technology. This may require proof of U.S. citizenship, permanent residence status, or other approved immigration status and/or Company's ability to obtain an appropriate export license or other government approval. I further understand and agree that Company is not obligated to apply for any such government license or approval and cannot guarantee that the United States Government or any other regulatory body will provide such license or approval in the event Company applies for it.

7.9 Entire Agreement. The obligations pursuant to sections of this Agreement titled "Confidentiality" and "Inventions" shall apply to any time during which I may in the future be employed or engaged as an employee or independent contractor by Company or Group Company if no other agreement governs nondisclosure and assignment of inventions during such period. In such case (but at all times subject to Section 7.4), references in this Agreement and my internship with the Company shall also refer to such internship or engagement by such Group Company and "Company" shall also refer to such Group Company or hiring entity. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and a duly authorized representative of Company. Any subsequent change or changes in my training, duties, or stipend will not affect the validity or scope of this Agreement.

7.10 Compliance with Company Policies. I understand that Company will provide me with full access to the Company's policies and procedures during the time that I am interning with Company (the "Company Policies"). I agree to access, read, and comply with the terms and conditions of the Company Policies, and with any modifications that are made thereto from time to time.

This Agreement shall be effective as of the first day of my internship with Company.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY INTERNSHIP, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE COMPANY'S CONFIDENTIAL AND PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY INTERNSHIP.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS AND CONDITIONS, HAVING BEEN GIVEN THE TIME AND OPPORTUNITY TO OBTAIN MY OWN LEGAL COUNSEL TO REVIEW AND ADVISE ME ON THIS DOCUMENT. I HAVE COMPLETELY FILLED OUT EXHIBITS A AND B TO THIS AGREEMENT.

Date

Signature

Print Name

Address: _____

EXHIBIT A
INVENTIONS

Prior Inventions Disclosure. Below is a complete list of my Prior Inventions. *Prior Inventions are Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice in which I have an ownership interest or which I have a license to use. Any patents or other Inventions for which I do not have ownership rights (e.g. patents invented for and assigned to a prior employer or university) are not Prior Inventions and should not be included below.*

If identifying a patent or patent application please identify the number and title. If identifying another form of invention, please provide general detail describing the invention (e.g. MI a software program for matrix inversion).

☐ None

☐ The following:

EXHIBIT B
OUTSIDE ACTIVITIES

Outside Activities Disclosure. Below is a complete list of all Outside Activities that I seek approval to participate in during my internship with NVIDIA. **I acknowledge that this disclosure represents a request only, and that if Approval is required (as described in the attached Agreement) and granted, such Approval will be provided in a separate Conflict of Interest Acknowledgment that I will receive.**

Examples of Outside Activities include, but are not limited to: engaging in self-employment; providing consulting or advisory services to any other company or business (unless on behalf of Group Company); or acting as a board member or officer of any entity; co-employment or research with a university.

- ☐ None
- ☐ The following (**do not include any activities which will be completed prior to your start date with NVIDIA**):

Company Name (if applicable) and its Business Area(s) (what does the company do)	Detailed Description of My Position/Role with the Company (if applicable) OR Detailed Description of Outside Activity (including any forms of compensation and anticipated time commitment)

Attach additional sheets as necessary



Export Control Compliance Questionnaire

NVIDIA works with technologies subject to U.S. export control regulations. Under these regulations it may be necessary for NVIDIA to obtain a U.S. government export license prior to releasing its technologies to certain persons. The following questions are being asked to assess your country of chargeability for export control screening purposes only. This information will not be used for any other purpose.

1. ARE YOU ONE OF THE FOLLOWING:

- Citizen or National of the United States.
- U.S. Lawful Permanent Resident.
- Person granted Refugee status in the United States.
- Person granted Asylee status in the United States.
- A Special Agricultural Worker under section 210 or a beneficiary of legalization through an amnesty program under section 245A of the Immigration and Nationality Act.

Yes ☐ **STOP.** Proceed directly to Signature Section below.

No ☐ Continue to Questions 2, 3 and 4.

2. PLEASE STATE YOUR COUNTRY(IES) OF CITIZENSHIP.

COUNTRY	DATE OF ACQUISITION (SUCH AS DATE OF BIRTH IF ACQUIRED AT BIRTH)

3. PLEASE LIST COUNTRIES IN WHICH YOU HAVE ACQUIRED PERMANENT RESIDENT STATUS (IF APPLICABLE).

COUNTRY	DATE OF ACQUISITION

4. PLEASE LIST ANY COUNTRIES (INCLUDING COUNTRY OF BIRTH) WHERE CITIZENSHIP OR PERMANENT RESIDENCE STATUS HAS BEEN RELINQUISHED/ABANDONED/LOST (IF APPLICABLE). PLEASE ALSO PROVIDE THE DATE OF RELINQUISHMENT/ABANDONMENT/LOSS.

COUNTRY	TYPE OF STATUS (CITIZENSHIP OR PERMANENT RESIDENCE)	DATE OF RELINQUISHMENT/ABANDONMENT/LOSS

SIGNATURE SECTION

I understand that NVIDIA reserves the right to and I agree that it may inquire further on any matter bearing on the company's export compliance obligations and that NVIDIA requires that I provide a document evidencing the status reported on this form. I certify that the foregoing answers are true and correct to the best of my knowledge and belief.

Signature: _____

Date: _____

Print Name: _____