

25 February 2024

Dhairvi Shah
Pune Girls Hostel, Cummins college road, Karvenagar, Pune
Pune Maharashtra 411052
India

Private & Confidential

Dear Dhairvi,

INTERNSHIP AGREEMENT

As part of the course curriculum in pursuance of your degree at your College, you had represented that you are required to complete a project assignment with Dell International Services India Pvt Ltd (7451) (Dell or "the Company").

You have been approached to do the said Project with Dell in **Pune, India** and Dell is pleased to offer you an Internship with effect from **1 July 2024 to 27 June 2025**.

The Terms and conditions of your Internship shall be as follows:

- a) You will be assigned a Project Guide during your internship with Dell. The details about your project will be provided to you upon you joining the Internship with Dell. You are expected to apply your best degree of professional, technical and administrative skills and experience, work diligently and evidence care and economy in the use of office equipment and supplies. Your progress will be reviewed from time to time by your Project Guide.
- b) The deliverables of your Project shall be as detailed in Annexure to this Agreement.
- c) You will be paid a consolidated monthly stipend of **Rs 35,000.00** (the "**Stipend**") during your internship at Dell. Statutory withholdings and taxes as applicable shall be deducted from your monthly Stipend. You will not be entitled to any of the other Benefits assigned to employees of Dell.
- d) **Core Business Hours:** Your working hours shall be the number of hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break). Please take note that certain functions such as Sales, Technical Support, Manufacturing, Information Services require staggered/shift hours.
- e) **Code of Conduct:** Dell looks forward to the application of the best of your skills and experience, during your Internship with Dell. In addition, at all time during your Internship with Dell, you shall comply with Dell's Code of Conduct that has been attached in this mail, as applicable from time to time.
- f) **Confidentiality Obligation:** You will not use, publish, misappropriate or disclose any "Confidential or Proprietary Information", during or after your internship, except as authorized / approved in writing by Dell. Such Information shall include what you learn or originate during your Internship, which is not available or readily ascertainable from public sources, and includes such information disclosed by others in confidence to Dell. If in doubt, you will promptly consult your Project Guide at Dell. Confidential and Proprietary Information includes, but is not necessarily limited to, the information described in subparagraphs below.

i. Computer products, Dell's processes and device strategies planned or under development, including device specifications, system architecture, logic designs, circuit implementations and plans for unannounced and announced products;

ii. Software products in use, planned or under development, including operating systems adaptations or enhancements, language compilers, interpreters and translators, system design and evaluation tools, and application programs;

iii. Information relating to Dell's employees; actual and anticipated relationships between Dell and other companies; sales levels, profit levels, pricing and other unpublished financial data; and budget, staffing, compensation, equipment and related plans; Information relating to Dell's customer and vendor relationships. This includes performance requirements, development and delivery schedules, device and product pricing and quantities, and other information communicated to Dell by customers or vendors. You will not use in your Internship or disclose to Dell any confidential or proprietary information of a third party unless Dell first receives written authorization from the third party allowing the use or disclosure of such information and unless Dell agrees in writing to receive such information on terms acceptable to Dell. You will abide by the restrictions imposed on the disclosure and use of such third party information.

You acknowledge that a violation of the provisions of this Agreement dealing with Confidential and Proprietary Information and Intellectual property may cause significant harm to Dell and that remedies at law may be inadequate to protect against a breach of such provisions. Accordingly, you agree that Dell shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. You agree not to assert any defense in proceedings regarding the granting of any injunction or specific performance based on the availability to Dell of any other remedy.

g) Data Protection: Dell will obtain, hold and use personal data relating to you in the context of your Internship, including, but not limited, your name, number, address, emergency contact details (e.g. home telephone number), educational details/ history/ qualifications and any other internship history done earlier, Internship Project description.

The purposes of such processing are to administer and manage the internship relationship Dell shall have with you, and may include disaster recovery data duplication, paying Stipends, Internship development and training, regulatory and legal compliance, carrying out activities related to compliance with Dell's policies and procedures, providing references and information to future your employers, governmental and regulatory agencies (includes tax, social security authorities) in a take-over or merger, providing information to a future purchaser or potential purchaser of Dell or any part of Dell's business or a potential or future service provider as part of due diligence. You hereby consent to such data processing by Dell, any other Dell company or any third party charged with providing services, information or benefits related to the internship and you further consent to transfer of data to a Dell company or third party even if such company or third party is situated outside India in a country which does not offer a level of data protection compared to the level applied in India. Dell will put in place adequate safeguards with such third parties to ensure an adequate level of data protection.

h) **Intellectual Property and Copyright:** During your Internship with Dell, you will promptly disclose to Dell, all Intellectual Property developed by you, solely or jointly with others, in the course of your Internship. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to Dell's business or results from the use of Dell's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is Dell's property. You will assign and agree to assign to Dell and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist Dell in all ways, including giving evidence and executing any documents deemed helpful or necessary by Dell to establish, perfect, and register worldwide, at Dell's expense, such rights in Intellectual Property. You will not do anything in conflict with Dell's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of Dell in its Intellectual Property, you will promptly notify Dell of such Infringement and assist Dell in all ways to protect its Intellectual Property.

You hereby agree that Dell will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any work with Dell. If requested to, and at no further expense to Dell, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in Dell and its nominees of such copyrights.

On the date your internship with Dell ends, you will promptly deliver to a designated representative of Dell all originals and copies of all materials, documents and property of Dell which are in your possession or control. You will also cooperate in conducting your exit with a designated representative of Dell. The purpose of the exit meeting will be to review confidential and proprietary information known or possessed by you and to confirm Dell's rights regarding non-solicitation, the protection of the confidential and proprietary information and the disclosure to Dell and its ownership of intellectual property.

i) **Network Usage:** You shall comply with applicable Dell regulations relating to the usage of Dell Network.

j) Nothing in this arrangement can be construed to create an employer – employee relationship between Dell and you. You do not have any authority to assume or create any obligation or liability of any kind on behalf of Dell.

k) **Misconduct** - If at any time during your Internship, in the opinion of the management of Dell, which shall be final and binding, you are involved in or found guilty of dishonesty, negligence or indiscipline in discharge of your duties or any other conduct considered by the management of Dell to be detrimental to the interests of Dell, or in violation of one or more terms of this Agreement, then your Internship with Dell shall be liable to be terminated with immediate effect, without any payment of Stipend thereof.

l) This Agreement shall be governed by Indian Law. The Courts at Bangalore shall have exclusive jurisdiction to settle any disputes.

Regards,



Santosh TK
Talent Acquisition Director

Verified by
Tanmay.Patgiri@Dell.com
Tanmay Patgiri
Advisor, Talent Acquisition

Health and safety

By accepting the terms and conditions of this internship agreement you hereby agree to abide by all rules regarding Health, Safety requirements and other policies of the Company. You are responsible for your own safety and the company is not in any way liable for any damage caused to you owing to your negligence or lack of due care in performance of your internship activity at Dell.

Acceptance

In accepting the internship with Dell, I hereby agree to abide by the terms and conditions set out in the above and all policies and regulations of Dell as may be amended from time to time.

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Dhairvi Shah