



14th Oct 2025

Dear Gungun Bali,

Our team is pleased to confirm your acceptance of an internship with **Joveo, Technologies Private Ltd.** ("Joveo"), on the terms and conditions contained in this letter (the "Offer Letter").

Your Role

You will join our team as a **Supply New Initiatives Intern**. Your internship will begin on **14th, October 2025** and will end on **13th, January 2026**. Duties and assignments for this position will be provided during your onboarding experience.

This internship is exclusive in nature and does not allow for a similar kind of engagement with any of the competitors of Joveo during the internship period.

Subject to positions available and performance during the internship period, your internship may evolve into a full-time position with Joveo post thorough evaluation by your managers and the HR. You however agree and accept that Joveo is not liable for offering you a full-time position.

Your Stipend: INR 25,000 to be paid monthly subject to the fulfillment of your duties.

Key Considerations

This offer is contingent on completion of required administrative processes. Joveo may terminate this internship for convenience with 14-days' notice at any time during the duration of your internship or immediately if a breach of this offer letter has been caused by you. Joveo shall not be liable to pay you any amounts in the event of a breach of this Offer Letter.

The IT Security Agreement and the Proprietary Information and Confidentiality Agreement which are appended to this Offer Letter shall form an integral part of your Offer Letter.

All intellectual property rights (including, without limitation, rights in inventions, patents, registered designs, unregistered designs, copyright, technical information or know how or similar rights as well as the right to apply for registered protection for any such rights) arising in the course of or as a consequence of work done by you during the tenure of your internship shall be considered as 'work-made-for-hire' and the rights in the same shall exclusively belong with Joveo.

In no event will Joveo be liable for any special, incidental, punitive or consequential damages of any kind in connection with this Offer Letter.

We very much look forward to working with you and welcome you to the team!

Regards,

Sanjay Chandel

Head of People & Culture, Strategic Initiatives
Joveo Technologies Private Ltd.



This **IT SECURITY AGREEMENT** ("*Agreement*") is between Joveo, its associate entities ("*Company*") and Intern ("*User*").

User agrees to the following terms and conditions for information access:

1. Passwords to the Company network and other operating systems will not be revealed to anyone in or outside the Company. The User will ensure that all of their passwords are deemed strong passwords and follow all recommended protocols to ensure that it is secured all the time.
2. Network access will be solely for the purposes of conducting or facilitating the Company business.
3. Software programs not registered and belonging to the Company will not be installed on any Company computer or network without the express written consent of the Company.
4. No software program owned by the Company will be removed or transferred for any reason from the Company's property.
5. Company information will not be shown or revealed to anyone outside the Company, without written authorization of the Company.
6. The User may access or send information necessary to conduct work at home after hours, as needed, and shall be bound by the Proprietary Information and Confidentiality Agreement. Upon termination of the Users internship with the Company, all copies of information media regarding the Company shall be returned to the Company immediately.
7. If the User accesses the Company's network, system or data from any other outside network (public), the User will ensure that network is secure and safe, also to make sure that no information related to the Company is left open or unattended. Further, the User shall ensure that all information and files secured or removed before leaving the public network.
8. The User understands that any electronic or telephonic system may be monitored when there is a legitimate business purpose. The Company reserves the right to inspect all devices officially or personally held by the User where the Company believes that Company's information is stored or exchanged viz. such devices.
9. Revocation of access is at the Company's sole discretion.
10. A breach of any of the above shall render the User liable to indemnify the Company to the fullest extent of any loss or damage that may have been incurred by the Company as a direct or indirect consequence of such breach.
11. This Agreement shall be read in addition to the Proprietary Information and Confidentiality Agreement as well as in consonance with the instructions issued by the Company from time to time. In the event of any discrepancy in instructions and the Agreement, the Company shall have the sole discretion to resolve such discrepancy.



This **PROPRIETARY INFORMATION AND CONFIDENTIALITY AGREEMENT** (this "Agreement"), is made by and between Joveo Technologies Private Limited and its affiliates (the "Company"), and the undersigned individual ("intern/Intern"). In consideration of internship with the Company, intern hereby agrees to the following restrictions placed on intern's use and development of proprietary information, technology, ideas and inventions:

1. **Proprietary Information:** Restrictions on Proprietary Information - Intern agrees that, during the term of internship with the Company and at all times thereafter, intern will hold the Proprietary Information of the Company in strict confidence and will neither use the information nor disclose it to anyone, except to the extent necessary to carry out intern's responsibilities for the Company or as specifically authorized in writing by a duly authorized representative of the Company. Intern understands that "Proprietary Information" means all information pertaining in any manner to the business of the Company or its affiliates, consultants, or business associates, unless: (i) the information is or becomes through lawful means publicly known and generally known among businesses similar to the Company; (ii) the information was part of intern's general knowledge prior to being employed by the Company as demonstrable by documentary evidence; or (iii) the information is disclosed to intern without restriction by a third party who rightfully possesses the information and did not learn of it from the Company. The term "Proprietary Information" shall specifically include, but not be limited to: (A) technical data, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, (B) business plans and methods, research and development information, marketing strategies and techniques, agreements with third parties, lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom the intern called or with whom intern became acquainted during the term of internship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation; (C) information about costs, profits, markets, sales, and bids; (D) lists of existing or potential customers and strategic partners; (E) information concerning the Company's patents, patent applications, copyrights, trademarks, trade secrets, and know how; (F) intern personnel files and information about intern stipend and benefits, lists of, or information relating to, interns and consultants of the Company (including, but not limited to, the intern's, contact information, jobs, stipend, and expertise of such interns and consultants); and (G) all information and documents (electronic or otherwise) relating to, making known, or making knowable (alone or in combination with any other source of information) any of the foregoing.
 - a. **Prior Actions and Knowledge:** Except as disclosed, intern does not know (or, in the event this Agreement is being executed subsequent to the commencement of internship by the Company, did not know) anything about the Company's Proprietary Information, other than information intern has learned from the Company in the course of being hired by the Company.
 - b. **Third Party Information:** Intern recognizes that the Company has received and will in the future receive confidential or proprietary information from third parties, including, without limitation, customers and strategic partners of the Company. Intern will hold all such information in the strictest confidence and will not use the information or disclose it to anyone (except as necessary in carrying out intern's work for the Company consistent with the Company's agreement with such third party).

2. **Former or Conflicting Agreements**

- a. **Former Agreements:** Intern represents and warrants that intern's performance of the terms of this



- Agreement will not breach any agreement to keep in confidence proprietary information acquired by intern prior to internship by the Company. To the best of intern's knowledge, there is no other contract between intern and any other person or entity that conflicts with this Agreement or concerns proprietary information, inventions, assignment of ideas, or any intellectual property.
- b. **Obligations During Internship:** During internship with the Company, intern will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others.
3. **Return of the Company's Property:** Intern agrees to return promptly to the Company upon termination of internship with the Company all Proprietary Information, all tangible things from which Proprietary Information may become known or knowable, and all personal property furnished to or prepared by intern in the course of, as a result of, or incident to internship with the Company. Following intern's termination, intern will not retain any written or other tangible material containing any Proprietary Information or information pertaining to any Assigned Invention including, without limitation, all source code listings, books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents and materials, Proprietary Information, and equipment furnished to or prepared by intern in the course of internship with the Company.
4. **Solicitation of Interns, Consultants and Other Parties:** Intern acknowledges and agrees that the Company's Proprietary Information includes information relating to the Company's Interns, consultants, customers and others, and that intern will not use or disclose such Proprietary Information except as authorized by the Company.
5. **Other Parties:** Intern agrees that during the term of the internship, will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.
6. **Remedies:** Intern recognizes that nothing in this Agreement is intended to limit any remedy of the Company under any federal or state law concerning trade secrets. Intern further recognizes that intern's violation of this Agreement will cause the Company irreparable harm and that monetary damages will be inadequate to compensate fully for such breach. Accordingly, it is understood and agreed that the Company shall be entitled, in the event of a breach or a threatened breach by intern of any of the provisions of this Agreement, to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach by intern. These remedies are in addition to any remedies available at equity or at law. Intern agrees to reimburse the Company for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Company in enforcing intern's obligations hereunder.
7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to any choice of law rules that may direct the application of the laws of another jurisdiction.
8. **Severability:** If any provision or portion of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, for any reason, under present or future law, intern agrees that such provision or portion shall be severable, and the remainder of this Agreement shall not be invalidated or rendered unenforceable or otherwise adversely affected. Without limiting the generality of the foregoing, if a court



should deem any provision of this Agreement to create a restriction that is unreasonable as to scope, duration or geographical area, intern agrees that the provisions of this Agreement shall be enforceable in such scope, for such duration and in such geographic area as any court having jurisdiction may determine to be reasonable.

9. **Entire Agreement:** The terms of this Agreement are the final expression of intern's agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. intern acknowledges that the Company has not made any other representations concerning the subject matter of this Agreement.
10. **Amendment; Waivers:** This Agreement can be amended or terminated only by a written agreement signed by both parties. Failure to exercise or delay in exercising any right under this Agreement shall not operate as a waiver thereof.
11. **Effective Date:** If Intern is executing this Agreement subsequent to the commencement of internship with the Company, Intern hereby agrees that this Agreement shall be effective as of the date on which intern's commenced internship with the Company. Without limiting the foregoing, Intern agrees that the terms of this Agreement shall apply to all Proprietary Information received by Intern, and all Inventions created or prepared by intern, at any time during the course of internship with the Company.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE

I have read the **Offer Letter including** both the **IT Security Agreement** and **Proprietary Information & Confidentiality Agreement** carefully and understand and accept the terms of the same.

Gungunbali

Gungun Bali (October 14 2025::08 52 14 UTC)

Gungun Bali