

INTERNSHIP AGREEMENT

This internship agreement (the “Agreement”), is made between Paymish Tech Limited, reg. no RC-1700646, Plot 1034, Katampe, Zone B07, FCT, Abuja. (the “Company”), and Innocent Udo, Gbagada Phase 2, Lagos State (the “Intern”).

1. GENERAL

- 1.1. The Intern is hereby assigned as a Fullstack Developer by the Company.
- 1.2. The internship’s starting date is 03.06.2024
- 1.3. The Internship is for a period of up to 3 months.
- 1.4. The intern will report directly to his manager Ibrahim Olanigan
- 1.5. The Intern shall perform his duties Remotely. The internship may require business travel.

2. DUTIES AND RESPONSIBILITIES

During the internship period, the Intern shall have the responsibility of performing the following duties:

- Work with development teams and product managers to ideate software solutions
- Design client-side and server-side architecture
- Build the front-end of applications through appealing visual design
- Develop and manage well-functioning databases and applications
- Participating in the design and creation of scalable software
- Writing clean, functional code on the front- and back-end
- Testing and fixing bugs or other coding issues
- Write APIs

3. PAY AND COMPENSATION

The Parties hereby agree that this internship is paid and that the Intern will be compensated N40,000 per month.

4. WORKING HOURS

The Intern agrees that he/she will be working from 9am to 5pm (Monday to Friday), with 1 hour lunch break.

In particular, the Intern agrees that he/she will work on average 40 hours per week.

5. TERM OF AGREEMENT

This Agreement shall be effective on the date of signing this Agreement (the “**Effective Date**”) 03.06.2024 until 30.08.2024

6. TERMINATION

This Agreement may be terminated in the event that any of the following occurs:

1. Immediately in the event that the Intern breaches this Agreement.
2. At any given time by providing written notice to the other party 15 days prior to terminating the Agreement.

Upon terminating this Agreement, the Intern will be required to return all the Company's materials, products or any other content at his earliest convenience, but not beyond 3 days after the expiration of the notice period..

7. CONFIDENTIALITY

All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Intern, unless the disclosure is required pursuant to process of law.

Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Company.

8. INTELLECTUAL PROPERTY

1. The right to inventions, patents, patent applications, trademarks, designs, copyright, domains, know-how, software, source code, concepts, and other intellectual property ("IPR") which have been developed, invented, or otherwise produced or will be developed, invented or otherwise produced by the Intern and which concern the Company's products, systems, services and/or business shall be the Company's gratuitous, exclusive and absolute property. This includes the right for the Company to further develop, alter and copy any results, material, or intellectual property rights and to license or transfer such rights to third parties. Thus, the Intern shall not be entitled to any form of compensation for, or have any other right to, such IPR.
2. The Intern agrees to (without any additional compensation), at any time during the internship or thereafter, execute any such further documents or deeds as the Company, at its sole discretion, finds necessary or desirable in order to protect, register, maintain or in any other way to fully enjoy the Company's rights in Section 8.1.
3. All intellectual property rights in computer programs, software and other developments created by the Intern in the course of his internship with the Employer shall be the sole property of the Employer. All material of any nature (whether written, structured, photos, video uptakes etc.) which the Intern has access to in the internship with the Company, shall be the property of the Company irrespective of whether the Intern has been entrusted with the material by the Company, by any third party or if the Intern has developed the material independently.

4. All material of any nature (whether written, structured, photos, video uptakes etc.) which the Intern has access to in the Internship with the Company, shall be the property of the Company irrespective of whether the Intern has been entrusted with the material by the Company, by any third party or if the Intern has developed the material independently.
5. When the Intern's internship with the Company expires or is terminated, or if otherwise requested by the Company (in its sole discretion), the Intern shall return to the Company all reports, documents, working material and other property (including notes and copies thereof), belonging to the Company but in the possession of the Intern. The Intern is not entitled to keep any copies or duplicates of the material.

9. REPRESENTATION AND WARRANTIES

Both Parties warrant that as of the Effective Date, they have the power and authority to enter into this Agreement and to perform their obligations under it, and to grant to each other the rights provided under this Agreement.

Both Parties warrant that, by entering into this Agreement, they do not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

10. LIMITATION OF LIABILITY

In no event shall the Company or the Intern be individually liable for any damages for breach of duty by third parties, unless the Company's or Intern's act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.

11. SEVERABILITY

In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Nigeria.

13. ENTIRE AGREEMENT


This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

14. SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

INTERN

Name: Innocent Udo

Signature: _____

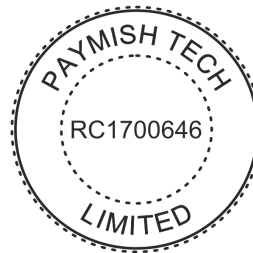
Date: 06/01/2024

COMPANY

Name: Suleiman Nadabo

Signature: _____

Date: 01.06.2024



APPENDIX 1

NON-COMPETITION

1. The Intern and the Company acknowledge and agree that the Intern has and/or will get access to trade secrets and other sensitive information in the Company's business and that the Intern cannot use the information in a way that would hurt the Company from a competition perspective. For avoidance of doubt, such sensitive information includes, but is not limited to confidential information, personal data for employees and customers etc.
2. Undertakings by the Intern
 - 2.1. Therefore, during a period of 3 months after the termination of the internship with the Company, the Intern shall not:
 - a) be employed at a company with a competitive business to the Company; or
 - b) in any other way, directly or indirectly, carry on or be concerned, engaged, or interested in any capacity whatsoever in any trade or business competing with the Company, including, but not limited to, _____.
 - 2.2. If the Intern commits a breach of this non-competition undertaking, the Intern shall pay a normalized indemnity corresponding to 6 times the Intern's monthly salary for each and every breach.
 - 2.3. The monthly salary is calculated as the average of the monthly payments of salary, commission, bonus etc. to the Intern during the 3 months of internship, only including periods when the intern has worked for the Company to the extent set out in the Agreement (i.e., excluding periods of leave of absence, parental leave etc.).
 - 2.4. The Intern acknowledges and agrees that the Company, in case of a breach, is entitled to a recurring indemnity to be paid by the Intern in case the Intern does not voluntarily cease the activities in breach of this non-competition undertaking.

APPENDIX 2

PERMISSION FOR PROCESSING OF PERSONAL DATA

Processing of personal data of its employees is required in certain cases, the permission of the employees should be obtained in such instances in accordance with the provisions of section 37 of the Nigerian Constitution and the Nigerian Data Protection Regulation, 2019 and other applicable laws, rules, and guidelines. The purpose of the rules is to protect the integrity of the individual. In addition, the Company is required to inform the Employee the purposes of the process. This document is intended to give the Employee necessary information and for the Employee to give the Company permission as follows:

The Company will in its business need to process information about its employees, e.g., name, address, Bank Verification Number (BVN)/National Identification number (NIN), information concerning the employment, goals, privileges, work achievements and educational matters. The information will be used for administration, planning, evaluation, and development of the employment and for evaluation and decisions about the business and direction of the Company. Certain information may also be transferred to authorities, other companies within the same group of companies and to business parties and thus be made available within and outside Nigeria, e.g., in internal computer networks for the group of companies. The purposes of such transfers may be reporting obligations to authorities in certain cases, needs of sharing information for cooperation and coordination within the group of companies as well as internal and external marketing purposes and cooperation with third parties.

The Employee has a right according to the **Nigerian Data Protection Regulation, 2019** to obtain information from the Company about the processing of personal data pertaining to the Employee. The Company will, upon request by the Employee or if otherwise discovered, rectify any erroneous data. The Company will respect the right of the Employee to withdraw given permission for processing of personal data.