



INTERNSHIP AGREEMENT

BORN TO ENGINEER

This Internship Agreement ("Agreement"), dated as of the 19 Aug ,2020 (Effective Date) between **QuEST Global Engineering Services Private Limited**, a company with its principal place of business at Bangalore, India (hereinafter referred to as "QuEST" which term shall, unless it be repugnant to the terms and meaning hereof, be deemed to its holding company, other group companies mean and include its successors in interest and permitted assigns), and Namratha L Bemane, residing at Zolo Equinox, 6th cross road, Ambalipura, Bengaluru ("Student").

QuEST and the Student shall individually be referred to as the „Party” and collectively as the „Parties”.

WHEREAS

- QuEST is engaged *inter alia* in the business of providing engineering services, product development services, etc.
- Student approached QuEST to provide internship as part of his curriculum, being partial requirement to complete the course;
- QuEST wishes to provide an internship to the Student and the Student wishes to intern with QuEST;

NOW, THEREFORE, in consideration of the mutual promises exchanged below and for internship and valuable other consideration, the Parties agree as follows:

1. RETENTION

QuEST hereby retains the Student commencing as of Effective Date specified above in the Agreement. Such retention shall be for a period of 4 months, from the Effective Date of this Agreement. Notwithstanding anything to the contrary elsewhere in this Agreement, if Student wishes to terminate this Agreement, may do so only by giving fifteen (15) days prior written notice to QuEST. In the event of Student's failure to serve fifteen (15) days written notice to QuEST, QuEST shall be deemed to be released from the obligation of payment for any/all outstanding dues to the Student. However, QuEST may terminate this Agreement and/or the internship of the Student immediately without serving any notice to the Student. The following clauses survive the termination of this Agreement:

- Section 5 – CONFIDENTIAL INFORMATION
- Section 6 – OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND PATENTS
- Section 9 – STUDENT'S WARRANTIE

QuEST Global Engineering Services Private Limited
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India
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Registered Office QuEST Global Engineering Services Private Limited AEQUS Special Economic Zone
NO 437/A, Plot No. 2 Hattaragi Village, Hukkeri Taluk, Belgaum KA 591245, India Ph. +91-831-398 2700, Fax: +91 (80) 6709 1001
Email www.quest-global.com CIN U74900KA2014PTC076219

*Namratha L.
01/09/20*



2. PERFORMANCE OF INTERNSHIP

QuEST hereby retains Student as an Intern of QuEST and Student alone shall at all times remain liable for performance of any project by Student in accordance with the terms and conditions of this Agreement. Student shall at all times remain solely responsible and liable for all acts and omissions of Student.

3. STIPEND

For the internship by Student under the terms of this Agreement, Student shall be entitled to be paid INR 15000 (Rs. Fifteen thousand only) per month on prorate basis subject to deduction of TDS as applicable.

Account Name	Account Number	Account Type	Bank Name	Bank Address	IFSC Code
NAMRATHA . L. BEMANE	50100 36855 9007	CORPORATE SALARY ACCOUNT	HDFC BANK	ELLEN LAYOUT, BELLANDUR OPR Road.	HPFC 000 2565

In case of any changes in above bank account details, Student will notify QuEST through a written notice in accordance with clause 8.1 of this Agreement.

Student shall be eligible to receive stipend only for the period of internship, .

4. RELATIONSHIP OF PARTIES

Both Parties hereby acknowledge that Student shall be engaged with QuEST as an intern and does not have an employee and employer relationship with QuEST. The parties" relationship under this Agreement shall not constitute a joint venture, partnership, or any other form of business arrangement.

Student shall devote his/her best efforts, attention, knowledge and skill to the performance of this Agreement and gain more technical knowledge spending quality time in learning, with the help of mentor/s assigned. Without modification of any obligation of Student under this Agreement, QuEST may provide day-to-day guidance and supervision of the practical learning performed by the Student, including without limitation determining in its reasonable discretion the time, scheduling, manner, method and place of practical learning performed by Student solely for the purpose of providing appropriate educational experience for the Student. Student acknowledges that he/she is not entitled to any benefits applicable to

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01/09/20*



regular employees of QuEST, while interning under this Agreement.

5. CONFIDENTIAL INFORMATION

Student recognizes and acknowledges that during the term of this Agreement, QuEST may disclose certain business and technical information, whether oral or written, to the Student; and the Student agrees to keep such information confidential and further agrees not to disclose such information to any third party, through the execution of a standard NON-DISCLOSURE AGREEMENT, as enclosed herewith under ANNEXURE-I. The obligations of the Student under this clause shall survive any expiry/termination of this Agreement.

6. OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND PATENTS

During his/her retention, Student will be expected to do creative work which may lead to inventions, discoveries, developments, modifications, procedures, ideas, innovations, systems, programs, know-how, literary properties, and other work products (collectively the "Work Product"). Student agrees that his/her Work Product during his/her internship at QuEST shall be the sole and exclusive property of QuEST. Student hereby grants and conveys to QuEST (by way of present assignment of future rights where applicable) the intellectual property rights in the Work Product, in connection with this Agreement, for use by QuEST globally. To the extent that any Work Product or any such material related thereto may be patentable, QuEST may take such steps as it deems reasonably appropriate, at its expense, to file and prosecute any application for patents in the name of Student in India or elsewhere and Student shall, on request, assign any such applications and any patents resulting therefrom to QuEST. Student shall take all such further steps as may be reasonably requested by QuEST to ensure continuity of QuEST's sole and exclusive ownership of the Work Product.

7. LEGAL STATUS

- (i) Student represents to QuEST that he/she is a legally eligible student enrolled in a full time course at an accredited institute and is eligible to intern at QuEST. Student understands that QuEST will not contract for the services of any student whose legal status is not in full compliance of all relevant laws of India.
- (ii) In addition, Student shall provide QuEST within three (3) days after the Effective Date of this Agreement, a true copy of all relevant documents establishing his/her legal status to intern in India.

8. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed, by either registered mail or courier with return receipt requested, to the Parties hereto at the addresses listed herein, or at such other address for a Party as shall be specified by notice given pursuant hereto. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of 3 (Three) days after the date of mailing. Any notice from one

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party to the other shall be deemed given when delivered to, by first class certified mail, return receipt requested, the person at the address listed below or to such other person and/or address as may be designated from time to time in writing:

If to QuEST:

Legal
Department, QuEST
Global, Second Floor,
PRIMROSE 7B,
Embassy Tech Village,

Sarjapura – Marathahalli Outer Ring Road,
Devarabeesana Halli,
Varthur Hobli,
Bangalore – 560103
Ph: +91-80-67090000
Email: legal@quest-global.com

If to the Student:

Name: Namratha L Bemane
Residential Address: Zolo Equinox,
6th cross road, Ambalipura,
Bengaluru - 560 103

Name of the Institute: NHCE, Blr

Address of the
Institute: Outer Ring Road,
near Marthalli, Kaverappa
Layout, Kadubeesanhalli,
Bangalore, Karnataka - 560103

Ph: 7204863034 (Residence)

Mobile: 8123037123

Email: namratha9823@gmail.com

9. STUDENT'S WARRANTIES:

Student warrants that:

- a) The Student has requisite skills, personnel, and legal right to perform services under this Agreement;
- b) The Student shall perform internship in a competent and professional manner in accordance with the highest professional standards.
- c) The Student will complete internship in accordance with the terms of this Agreement.
- d) Student shall use best efforts to perform the internship under this Agreement.
- e) Student shall perform all activities in compliance with all applicable national, state, and local regulations. Student's performance will not violate any of the statutory provisions to which the Student is a subject.
- f) Student shall conform to the standards of business conduct of the office and shall abide by QuEST's code of conduct during the term of this Agreement.

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- g) Student shall be solely liable for any misconduct and/or negligence during the term of this Agreement and shall indemnify QuEST for all losses/damages incurred by QuEST due to misconduct, negligence, defective or potentially defective act performed by the Student and/or against any claim

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brought against QuEST due to intellectual property right or copyright or trademark violation or in the event of any non-compliance found against the Student with respect to the terms of this Agreement.

10. MISCELLANEOUS

This Agreement:

- i. shall not be amended except in a writing executed by both Parties;
- ii. shall be governed by and construed in accordance with the laws of India,
- iii. if disputed, shall be tried at appropriate court jurisdiction of India.
- iv. shall be binding upon and inure to the benefit of QuEST and Student and their respective successors, executors, administrators, legatees, and permitted assignees.
- v. If any portion of this Agreement is deemed to be unenforceable, the balance of this Agreement shall nevertheless continue in effect and any court may enforce any provision to the extent permitted by law, even though the entire Agreement may not be enforced.

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as of the date first above written.

For and on Behalf of QuEST

By:

Print Name: Jagadish Kadagatti

Title: Deputy Manager - Talent Acquisition

For Student

By:

Print Name: NARATHA.L.BEMANE

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ANNEXURE I

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") made and effective as of 19 Aug, 2020.

BY AND BETWEEN

QuEST Global Engineering Services Private Limited, a company with its principal place of business at _____, (hereinafter referred to as the "QuEST" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its holding company, other group companies, its successors in interest, permitted assigns and its Affiliates) of the **First Part**

AND

Namratha L Bemane, residing at Zolo Equinox, 6th cross road, Ambalipura, Bengaluru _____ (hereinafter referred to as the "Student") of the

Second Part.

QuEST and the Student shall individually be referred to as the „Party" and collectively as the „Parties".

WHEREAS:

- A. QuEST is involved in the business of engineering services.
- B. Student is a 4th year student pursuing B.Tech course at NHCE BLR, graduating in the year 2020;
- C. QuEST wishes to engage the Student as an intern for QuEST on his/her request, wherein in connection with this, QuEST may disclose to the Student certain confidential technical and business information that QuEST desires the Student to treat as confidential ("Purpose")
- D. QuEST will share the Confidential Information (defined below) with the Student and the said Confidential Information shall not be used for any other purpose, other than the above stated Purpose, by the Student.
- E. The Parties wish to record their understanding in terms of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

QuEST Global Engineering Services Private Limited
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1. Confidential Information

1.1. Definition

For the purposes of this Agreement,

- (a) "**Confidential Information**" shall mean information or material that is confidential and proprietary to QuEST whether or not the same is marked as „Confidential”, „Proprietary”, or the like and shall include any information disclosed by QuEST to the Student (whether belonging to QuEST or not), either directly or indirectly including through their respective agents, in writing, orally or by inspection or observation. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature: software (in various stages of development), designs, technical data, trade secrets, know-how, research, product plans, products, prototypes, samples, drawings, specifications, engineering, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, employee information, marketing information, developments, inventions, processes, formulae, technology, and other business information that is proprietary to and confidential information of QuEST.
- (b) "**Affiliate**" in relation to a Party, being a corporate entity, means any entity, which controls, is controlled by, or is under the common control of such Party. The term „control” shall mean the beneficial ownership directly or indirectly of more than 50% of the voting securities of such entity or control over the majority of the composition of the Board of Directors or power to direct the management or policies of such entity by contract or otherwise.

1.2. Exception to Confidentiality Obligations

The obligation of this Agreement shall not restrict and the Student shall have no liability for, use or disclosure of Confidential Information that Student can establish:

- a) Is or becomes publicly known other than through a breach of this Agreement by the Student;
- b) Was lawfully received by the Student from a third party without breach of this Agreement or breach of any other agreement between QuEST and such third party;

However, if only a portion of any Confidential Information falls within any one of these exceptions, the remainder shall continue to be subject to the protection of this Agreement.

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1.3. Use of Confidential Information

- a) The Student shall use the Confidential Information only for the above mentioned Purpose. Following disclosure, the Student shall keep confidential and not disclose the Confidential Information to any other person, firm, or corporation during the term of this Agreement and for a further period of ten (10) years (the "**Confidentiality Period**") from the date of termination of this Agreement.

1.4. Disclaimer of Warranties

All information provided by QuEST to the Student or to be provided by QuEST to the Student pursuant to this Agreement is on an "as is" basis. QuEST makes no representations, warranties, express or implied or otherwise regarding accuracy, completeness or freedom from defects of the information disclosed.

2. Student's Obligations

- a) Student recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the irreparable damage that could result to QuEST and if information contained therein is used by or disclosed to any third party. In view of the nature of the Confidential Information, Student agrees that any unauthorized use or disclosure of the Confidential Information or other violation or threatened violation, of this Agreement would cause irreparable damage to the QuEST. The Student acknowledges that QuEST shall be entitled to an injunction prohibiting the Student from making any such use, disclosure, or dissemination, or attempted use, disclosure or dissemination of Confidential Information in violation of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Student of this Agreement, but shall be in addition to all other remedies available under this Agreement, at law or equity to QuEST.
- b) The Student shall not make any copies of the Confidential Information unless QuEST previously approves the same in writing. The Student shall reproduce QuEST's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Student shall immediately notify QuEST in the event of any unauthorized use or disclosure of the Confidential Information.

2.1. Compelled Disclosure

In the event the Student is required by law, regulation or court order to disclose any of the Confidential Information protected by this Agreement, then the Student shall promptly notify

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QuEST prior to making any such disclosure. This will provide an opportunity to QuEST to seek a protective order or other appropriate remedy from the proper authority. The Student agrees to cooperate with QuEST in seeking such order or other remedy. The Student further agrees that if QuEST is not successful in precluding the requesting legal body from requiring the disclosure of Confidential Material, it will furnish only that portion of the Confidential Material that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

2.2. Security of Confidential Information

The Student shall maintain Confidential Information in confidence using the same degree of care that the Student exercises towards its own Confidential Information, but will use no less than a reasonable degree of care.

2.3. Return of Information

All Confidential Information and copies thereof shall be returned to QuEST on request. At QuEST's option, the Confidential Information may instead be destroyed by the Student. Following such destruction or return, the Student shall certify such destruction and/or return in writing to QuEST and confirm that he/she has not retained any such Confidential Information. This clause applies also to all other documents/memoranda/notes and other writing whatsoever prepared by the Student or its employees based on the information in the Confidential Information.

2.4. Indemnification by the Student

The Student shall indemnify and hold harmless QuEST and its Affiliates, shareholders and their respective directors, officers, employees or any persons acting on behalf of any of the foregoing, from any damage, loss, liability or costs, which, in case of objection by the Student, is determined by the arbitral panel and arising out of or resulting from any unauthorized use or disclosure by the Student or any of its representatives of the Confidential Information, or from any breach by the Student or any of its Representatives of the provisions of this Agreement (including, without limitation, the legal fees and costs of enforcement of this indemnity). Nothing contained herein shall be construed as prohibiting QuEST from pursuing any other remedies available to it.

2.5. Notwithstanding anything to the contrary contained herein, neither Party shall be liable under any circumstances, whether in contract or in tort, for any indirect, special, consequential or incidental losses or damages, including on the grounds of loss of profits, loss of reputation or loss of alternative business opportunities

2.6. Term and Termination

QuEST Global Engineering Services Private Limited
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The Agreement shall become effective on the Effective Date and shall be valid unless terminated by QuEST by serving thirty days (30) prior written notice to the other Party. The termination of this Agreement shall not affect the protection afforded by this Agreement for the Confidentiality Period.

3. General Terms

3.1. No Publicity

The Parties agree that they will not, without mutual consent, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

3.2. No Assignment

This Agreement may not be assigned by the Student without the prior written consent of the other.

3.3. Severability

If any provision of this Agreement shall be held invalid in arbitration/in a court of law, the remaining provisions shall be construed as if the invalid provision was not included in this Agreement. The Parties shall endeavour to replace such invalid provision with another provision which as far as legally possible reflects the original intent of the Parties.

3.4. No License

Nothing herein shall be construed as a grant by QuEST of any license, directly or by implication, or otherwise, in any Confidential Information.

3.5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and subject to jurisdiction of courts of Karnataka, India.

3.6. Relationship of Parties

This Agreement is intended to provide only for the handling and protection of Confidential Information. It shall not be construed as a Teaming, Joint Venture, Partnership, agency, partnership or principal-agent relationship or other similar arrangements. Specifically, this Agreement shall not be construed in any manner to be an obligation to enter into a contract, nor shall it result in claim for reimbursement of costs. Neither Party by virtue of this Agreement shall have the right, power

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or authority to act or create any obligation, express or implied, on behalf of the other Party. Nothing herein shall obligate QuEST to proceed with any transaction with the Student, and QuEST reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning to student internship.

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3.7. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

If to QuEST:

Legal
Department,
QuEST Global,
Second Floor,
PRIMROSE
7B,
Embassy Tech Village,
Sarjapura – Marathahalli Outer Ring Road,
Devarabeesana Halli,
Varthur Hobli,
Bangalore –
560103
Ph: +91-80-67090000
Email: legal@quest-global.com

If to the Student:

Name: Namratha L Bemane
Residential Address: Zolo Equinox, 6th
cross road, Ambalipura, Bengaluru,
560103
Name of the Institute NHCE, BLR
Address of the
Institute: Outer Ring Road, near
Marathahalli, Kaverappa Layout,
Kadubeesarahalli, Bengaluru, Karnataka.
(Residence)
Mob: 8123037123
Email: namratha9823@gmail.com

3.8. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

3.9. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

3.10. Counterparts

This Agreement may be signed in two (2) number of counterparts, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument.

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3.12 Amendment and Waiver

This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO
BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.**

For QuEST

Signature:

NAME: Jagadish Kadagatti

TITLE: Deputy Manager-Talent Acquisition

For Student

Namratha L.
Signature: _____

NAME: NAMRATHA L. BEMANE

TITLE: INTERN.

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