


## MegaBliss and MegaTransact LTD

### INTERNSHIP AGREEMENT

| Parties                                | Representative  | Signature   | Dates      |
|--|---|---|------------|
| MegaTransact & MegaBliss LTD (Party A) | <b>Jospin Uwaci</b> (Founder & CEO)<br>Jospin.fintech@gmail.com |  | 18/10/2024 |
| MegaBliss LTD Intern (Party B)         | Parth Agarwal<br>parth1001.be21@chitkara.edu.in                 |  | 18/10/2024 |

#### **1.0 BACKGROUND**

The purpose of this agreement is to establish closer ties and collaborative relations between the parties to facilitate a continued work relationship and activities that are mutually beneficial to the parties.

In particular, the parties seek to work together in areas of mutual interest and to identify opportunities:

- (a) to work together to design and build a mobile and web application for FinTech (MegaTransact LTD), Hospitality (MegaBliss LTD), social media, and transport (MegaRide) solutions.
- (b) to offer professional advice and support for mobile and web application design and programming.
- (c) to provide opportunity for continued joint learning and innovation that is beneficial to all parties involved.
- (d) to determine other areas of potential collaboration, to build innovative products at and beyond MegaTransact LTD and MegaBliss LTD.

IN CONSIDERATION of the matters described above and of the mutual obligations and benefits set out in this Agreement, the receipt and sufficiency of which is acknowledged, the Client and Collaborating state holder (forming individually the "Party" and together the "Parties" to this Agreement) agree as follows:

#### **2.0 SCOPE OF WORK/SERVICES**

Party B hereby agrees to engage with Party A to provide the following services:

- (a) Utilization of technological and engineering expertise and capabilities to design and develop mobile and web applications.
- (b) Deployment of technological equipment; material (computers) and immaterial (software) tools to complete the application building projects in accordance with the agreed specifications.
- (c) Collaboration with employees and interns and services providers on the design and programming projects.
- (d) Revision and provision of technical advice on prototypes and programming quality and relevant tests based on MegaTransact LTD and MegaBliss LTD guidelines and or approved third-party feedback.

- (e) Working for a minimum of 30 hours and a maximum of 40 hours per week on days and times convenient to Party B unless there is a separate working hours arrangement in place.
- (f) Attending general meetings encompassing all interns and employees or unit meetings either virtually or in-person on specified dates.
- (g) The internship runs for 3 months from the date this agreement is signed.

The work and services may also include other responsibilities that are not covered in the scope of the work/services above and that the parties may agree on.

### **3.0 WORK CONTINUATION TERMS**

Based on the positive outcome of the internship relationship, Party A will consider Party B for a full-time employment should the product (application) designed and built in collaboration with Party B be successfully introduced to the market and funds be successfully raised to maintain the project. Party A and B will engage in weekly meetings to discuss matters pertaining to design, programming, and testing of the ongoing or completed tasks and project aspects.

### **4.0 TERM AND TERMINATION**

4.1 This agreement is effective from the date that it is signed by all parties (the "Commencement Date") and will continue in force until terminated in accordance with clause 4.2.

4.2 Either party may terminate this agreement at any time without cause by giving the other party [**30 days**] notice in writing. Such termination will not affect the validity and continuity of any Collaboration Agreement.

### **5.0 FINANCIAL EXCHANGE OR PAYMENT**

In the event where payment is required for works undertaken under the scope of services including with third parties, Party B must provide Party A with approximate costs before any work has commenced. These costs must be pre-approved in writing by Party A prior to works undertaken. Any work undertaken prior to the disclosure of costs and pre-agreement will not be reimbursed.

### **6.0 CONFIDENTIALITY AND PUBLICITY**

Each party acknowledges that to progress discussions contemplated by this agreement it may need to provide the other parties information in relation to its own activities that is confidential and of value to it.

To this end, without in any way limiting any confidentiality agreement that may be in place between the parties, any information of whatsoever nature that is disclosed by any party to this agreement (Disclosing Party) to the other parties to this agreement (Recipient Parties) during discussions or other correspondence in respect of this agreement shall be protected and kept strictly confidential by

the Recipient Parties. The Recipient Parties may disclose confidential information to the Recipient Party's affiliates and personnel who have a need to know for the purposes of this agreement.

Confidential Information refers to any data or information relating to Party A, whether business or personal, which would reasonably be private or proprietary to Party A and that is not generally known and where the release of the Confidential Information could be expected to constitute an Intellectual Property breach or infringement and cause harm to Party A.

## **7.0 INTELLECTUAL PROPERTY**

Party A retains ownership of all intellectual property created before or after the commencement date including any intellectual property created by Party B in provision of the services scoped in this agreement. Party A will use all created intellectual property unrestricted even after the end of this collaboration agreement.

## **8.0 RELATIONSHIP OF THE PARTIES**

Nothing in this AGREEMENT will:

- (a) be interpreted as creating a relationship of partnership, agency, trust, or any fiduciary relationship between the parties.
- (b) diminish the autonomy of either party, nor will any constraint be imposed by either party on the other in implementing this agreement.

## **9.0 NON-BINDING**

Notwithstanding anything else contained in this agreement, the parties agree that other than the obligations of confidentiality contained in clause 6.0, this agreement is a record of the good faith intention of the parties toward each other and any disagreement between the Parties will be resolved amicably.

## **10.0 COSTS**

Each party will meet its own costs incurred in relation to this agreement unless cost estimates and pre-approval has been given and contained in clause 4.0.

## **11.0 AMENDMENTS**

This agreement may be amended at any time by the written agreement of both parties.

- (a) Assignment: Neither party may transfer, assign or sub-contract this Agreement or any rights or obligations under this agreement without the consent of the other party not to be unreasonably withheld.
- (b) Dispute Resolution: In the event of any disagreement or dispute between the parties, they will seek to resolve it amicably and constructively between themselves.
- (c) Counterparts: This Agreement may be executed in any number of counterparts including where exchanged by email, each of which will be deemed an original, but all of which together will constitute one instrument.

**12.0 ASSIGNMENT**

Neither party may transfer, assign or sub-contract this Agreement or any rights or obligations under this Agreement without the consent of the other party not to be unreasonably withheld.

**13.0 DISPUTE RESOLUTION**

In the event of any disagreement or dispute between the parties, they will seek to resolve it amicably and constructively between themselves.