

## **INTERNSHIP LETTER**

June, 22, 2023

Mr. Gamasu Rangha Vardhan, Hyderabad.

Confidential

Dear Rangha Vardhan,

We are pleased to onboard you as an Intern-Software Development with our Company. As discussed with you, your Date of joining would be 23<sup>rd</sup> June 2023.

As has been detailed during the interview process, this is an unpaid academic internship (Some amount may be paid later based on market realization of this product). During the internship you are expected to provide at least 20 hours per week for a period of 3 months (which is extendable based on project timelines) from the date of your joining. You will be provided with guidance and orientation required for execution of the project developmental activities.

During the course of your internship with us, you will not pick any other internship work.

It is important that you follow all the confidentiality terms mentioned in this letter without fail during all times.

Sincerely,

For Ameya Intelligent Machine Labs LLP

Santhi Raj Konda.

Director

# Acceptance:

I accept the Internship with Ameya Intelligent Machine Labs LLP with the above said conditions.

Gamasu Rangha Vardhan



## **Terms and Conditions**

**Note:** Word Employee in the below terms encompasses Employee/Contractor/Consultant/Intern

#### 1. Documents to be Submitted

Self Attested Copies of the following documents need to be submitted along with the signed copy of your offer letter

- College ID card copy
- Aadhaar Copy

# 2. Confidentiality and IP Terms and Conditions:

#### I. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of Ameya Labs (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Employee and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by Ameya Labs or the Employee in the course of or in connection with or arising out of the Employee's association with Ameya Labs. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software.
- (b) All other information and material of Ameya Labs relating to design, method of construction, manufacture, operation, specifications, use and services of the Ameya Labs equipment and components, including, but not limited to, engineering and laboratorynotebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of Ameya Labs).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to Ameya Labs if disclosed,
- (d) Customer and prospective customer lists, and



(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Employee in the course of or arising out of theassociation with Ameya Labs or while in or in connection with or for the purposes ofhis/her association with Ameya Labs or any of the operations and entrusted by Ameya Labs to the Employee.

## II. Employee's Obligations

Employee agrees to treat the Confidential Information as strictly confidential and a trade secret of AMEYA LABS. Employee agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by AMEYA LABS or to a person having a valid contract with or need under AMEYA LABS, any Confidential Information. Upon termination of employment, the Employee agrees to surrender to AMEYA LABS all Confidential Information that he or she may then possess or have under his or her control.

# III. Intellectual Property Rights

Employee agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to AMEYA LABS and Employee shall have no right title or claim of any nature whatsoever in the Confidential Information. Employee shall promptly disclose to an authorized officer of AMEYA LABS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with AMEYA LABS, including in the course of provision of services to the Clients of AMEYA LABS and Employee hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in AMEYA LABS and agrees to transfer and assign to AMEYA LABS any interests Employee may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of AMEYA LABS, Employee shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by AMEYA LABS to perfect the title of AMEYA LABS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by AMEYA LABS, but Employee shall co-ordinate in filing and / or prosecuting any such applications. Employee hereby expressly waives any "artist's rights" or "moral rights", which Employee might otherwise have in such



intellectual property rights.

# IV. Prior knowledge

Employee acknowledges that prior to his or her appointment by AMEYA LABS, he or she had no knowledge of the Confidential Information of AMEYA LABS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of AMEYA LABS's business. Employee further acknowledges that he or she is Employed with AMEYA LABS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of AMEYA LABS in such Confidential Information, it is necessary for AMEYA LABS to protect such Confidential Information by holding it secret and confidential.

# V. Use of third-party material

Employee expressly agrees that it shall not in the course of his or her association with AMEYA LABS and while working on the premises or facilities of AMEYA LABS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of AMEYA LABS, use any third party material or intellectual property rights except those intellectual property rights provided by AMEYA LABS or expressly authorized by AMEYA LABS or without having proper authorization or license or approval of the respective owner of such intellectual property rights.

## VI. Security policies and Guidelines.

Employee agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of AMEYA LABS in force from time to time whether expressly endorsed or not.

## VII. Restriction on Employee's Rights

Employee agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of AMEYA LABS that is or may be revealed to him or her by AMEYA LABS or which may in the course of his or her employment with AMEYA LABS come into his or her possession or knowledge unless specifically authorized to do so in writing by AMEYA LABS.

#### VIII. No License

AMEYA LABS and Employee agree that no license under any patent or copyright



now existing or hereafter obtained by AMEYA LABS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Employee of the Confidential Information.

# IX. Equitable Rights

Employee acknowledges that any Confidential Information that comes into the possession and / or knowledge of Employee is of a unique, highly confidential and proprietary nature. It is further acknowledged by Employee that the disclosure, distribution, dissemination and I or release by Employee of the Confidential Information without the prior written consent of AMEYA LABS or any breach of this Agreement by Employee will cause AMEYA LABS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, AMEYA LABS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

## X. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by AMEYA LABS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Employee confirms that the fact that the arbitrator shall be a nominee of AMEYA LABS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Hyderabad. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Hyderabad under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustainedwithout it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by



Employee or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subjectmatter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Employee in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Employee with AMEYA LABS and shall continue thereafter in perpetuity.