

## TERMS OF INTERNSHIP

Your internship for Xenonstack Private Ltd (“Company” or “Xenonstack”) will be governed by Company's policies, as modified, from time to time and at Company’s sole discretion, upon notice to you. The terms and conditions contained herein ("Terms of Internship") must be read in conjunction with Company policies. Any policy infraction will amount to breach of your terms of internship and may lead to termination of your services.

These Terms of Internship and policies shall be subject to modifications, from time to time, upon notice to you.

### 1. INTERNSHIP PERIOD

- 1.1 You shall be on internship for a period as specified in the offer letter, from the effective start date of your internship with the Company. Company may, in its sole discretion, at any time extend this period of internship for an additional period up to 6 months (180) calendar days upon notice to you.
- 1.2 Unless otherwise communicated to you by the Company, the internship period shall expire **after the period as specified in the offer letter** from your effective start date, unless the internship period is extended up to an additional ninety (180) calendar day period.
- 1.3 Notwithstanding anything contained herein, during your internship period, the Company may terminate your internship upon seven (7) calendar days notice to you or by paying your 7 days gross salary in lieu of giving such notice, with or without cause, and with or without stating any reasons whatsoever.
- 1.4 If you desire to terminate your internship during the internship period, you shall provide Company thirty (30) calendar days prior written notice with reasons for such termination.

### 2. INTERNSHIP SCREENING

- 2.1 You acknowledge and agree that the Company has offered you internship based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If at any time, the Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or

with respect to any information furnished by you India or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your internship immediately.

### **3. DUTIES**

- 3.1** The roles, responsibilities, and duties appropriate to your designation or your internship, will be specified by the Company from time to time. The company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities, and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors, and clients.

### **4. HOURS OF WORK**

- 4.1** A working day shall comprise nine (9) hours, irrespective of shifts, and a break for an hour.
- 4.2** You may be required to work on a shift basis. Shifts may be scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year, subject to applicable laws. The company may, at any time and in its sole discretion, change the shift timings upon notice to you.
- 4.3** Company may at any time, in its sole discretion, require you to work beyond nine (9) hours a day upon notice to you.
- 4.4** Out of business requirement, you may be required to work out of our client's office/site within India and outside India. During such a deployment you will be required to align your daily working hours and/or regular work week as per the client's working norms.

### **5. PLACE OF INTERNSHIP**

- 5.1** You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, you may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, deputation or transfer.
- 5.2** In the event of any assignment, transfer or deputation of your services, your salary, and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.

## **6. TRAVEL AND EXPENSES**

- 6.1** You may be required to travel, whether in or around India or overseas, in connection with your internship with the Company upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your internship will be reimbursed in accordance with the current travel and expense policy of the Company. You are expected to keep your passport valid at all times.

## **7. STIPEND**

- 7.1** Your compensation can be fixed or will be reviewed on a monthly basis and your stipend may be adjusted, depending upon various factors, including your performance during the preceding performance period.
- 7.2** Notwithstanding the above, you acknowledge that it is Company's policy to review the stipend payable to its interns for successive months and such compensation may be higher or lower than the compensation received for the previous month depending on various factors, including the overall performance of the Company.
- 7.3** Unless otherwise provided by Company, your stipend shall be paid in monthly installments and in arrears. The total amount issued will be your stipend less any statutory, standard, permissible or elected deductions or set-offs applicable to your internship.

## **8. LEAVE POLICY**

- 8.1** Company's leave policy shall apply to your internship and may be modified by Company at any time, in its sole discretion, upon notice to you.

## **9. TERMINATION**

- 9.1** Your internship shall terminate immediately:
- 9.1.1** When you reach the age of sixty (60) years;
- 9.1.2** Upon Company giving you seven (7) calendar days notice of termination for any reason, with or without cause; Company may, in its sole discretion, terminate your internship immediately by paying your monthly gross salary in lieu of giving you such notice; and/or
- 9.1.3** Upon Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies and you have failed to cure such breach within thirty (30) calendar days of notice of such breach.

- 9.2** Company may terminate your internship immediately, with or without notice, on the occurrence of:
- 9.2.1 Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
  - 9.2.2 Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
  - 9.2.3 Involvement in any act of moral turpitude.
- 9.3** You may at any time terminate your internship by giving the Company thirty (30) calendar days prior written notice. Upon you providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to the terms and conditions of the Company, including and not limiting to the recovery in lieu of notice period not served.

## **10. CONSEQUENCES OF TERMINATION**

- 10.1** Upon termination or expiration of your internship, for any reason, or as otherwise requested by Company, you will return to the Company:
- 10.1.1 Any property belonging to the Company, that is in your possession, custody or control, including but not limited to laptop computer, software, mobile phone, identity card, access card and other devices with details of any passwords or user ids installed therein; and
  - 10.1.2 All Confidential Information and any Work Product, including any documents and information, and any other documents or any written or machine readable material relating to the business and affairs of the Company or third parties that you have obtained access to by virtue of your internship with the Company, of whatever description or in whatever form, tangible or intangible, in your possession , custody or control together with copies, notes or summaries of such documents and your own working papers which are derived from or based on such documents or work product.

- 10.2** After termination or expiration of your internship, you shall not make any representations to any third person, entity or corporation for or on behalf of the Company, including the use of the name of the Company or the logo of the Company. You shall also inform all concerned parties, as well as update all your professional references or social media accounts, including but not limited to your LinkedIn and Facebook profile, to reflect that you are no longer associated with the Company in any capacity whatsoever
- 10.3** During your internship, and thereafter, you shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative concerning the Company publicly (including on any form of social media) or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.
- 10.4** Upon termination or expiration of your internship, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- 10.5** Upon termination or expiration of your internship, for any reason, the Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training.
- 10.6** Any termination of internship or these Terms of Internship by Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.
- 10.7** Company, in cases of data theft, failure to return company property and/or compromise of company confidential information, or any other violation of your obligations, non-settlement of monetary dues, by the intern, shall be entitled to, at its sole discretion.

## **11. RESTRICTIVE COVENANTS**

- 11.1** Intern agrees not to contact clients of the Company on social media platforms or professional networking sites such as Facebook, Instagram, LinkedIn and the like (“**Online Platforms**”). This also prohibits the Intern from viewing their pages or profiles.
- 11.2** Intern agrees not to mention Company’s name as its current employer on the above mentioned Online/Social Platforms.
- 11.3** No intern is authorized to accept gifts, whether in cash or kind, on behalf of the Company. This is strictly prohibited and may lead to strict disciplinary action leading

- up to termination of internship.
- 11.4** Intern agrees to keep the work environment professional and not indulge in romantic relationships at work place. The same shall be dealt with strictly leading to termination of internship.
- 11.5** In spite of anything contained in this Agreement to the contrary, Intern shall not have the right to make any contracts or commitments for or on behalf of the Employer without first obtaining the express written consent of the Employer.
- 11.6** Intern agrees not to share personal contact Details, Skype/Slack or any communication Channel or Social Media Profiles with the Clients and their Employees, only Official mode of Communication channels should be used and Prior written Permission should be taken of employers.
- 11.7** Interns agree to deactivate their LinkedIn accounts from their effective start date till the time they are employed with XenonStack.

## **12. MINIMUM SERVICE PERIOD**

- 12.1** After the completion of the L2 level of internship, interns who decide to join the organization at L3 Level will have to sign a **2 years service agreement**.
- 12.2** Since the Employer will invest money and resources in training and upgrading the Employee's skills as a professional, the Employee willingly agrees to work at the Company and sign a service agreement for a minimum period of 2 years, inclusive of probationary period, from the date of joining and signing of the agreement (hereinafter referred to as "Minimum Service Period"). After completion of the Minimum ServicePeriod, the Employee shall be at liberty to resign from the Company after giving an advance written a notice to the effect, at least 90 (ninety) days prior to the intended last working day (hereinafter referred to as "Notice Period"). This provision is inserted in order to help the Employer find an appropriate replacement.
- 12.3** The Parties reserve their right to take appropriate legal action as per the Indian Contract Act, 1872 if a breach of the aforesaid clause occurs. Additionally, the Employee agrees to pay damages to the Employer amounting or equal to Rs 2,00,000 (Rs Two lac only) if the aforesaid breach occurs by or on part of the Employee.
- 12.4** The Intern shall also be responsible and penalized for the loss incurred by the Company due to project delays as a result of the abrupt absence of the Intern. In such a scenario the Company also forfeits its obligation to issue to the Intern a No Objection Certificate, Experience Certificate, Relieving Letter or/and Reference Letter, as and what shall be applicable.

### **13. DOUBLE INTERNSHIP**

- 13.1** The parties hereto agree that during the tenure of internship with the Company, the Intern shall wholly devote himself/herself to the Company and shall not undertake any other internship either in full or part time basis without prior permission of the Company in writing. Any contravention of this will be considered a breach of this Agreement.
- 13.2** The parties also agree, during the course of internship with the Company, the Intern shall not, either by himself or in association with any other person carry on any business or be associated in any manner with any business especially which in the opinion of the Company is similar to or competitive with that carried by the Company (hereinafter referred to as “**Double internship**”).
- 13.3** After cessation of internship, the Intern agrees not to work with competitors or clients for a minimum period of one year, commencing cessation of internship.

### **14. MODE OF COMMUNICATION**

- 14.1** Other than general notices, which may be intimidated by email, general notice, announcement on the Company’s web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by post at the address given by you at the time of your internship or such other address as may be intimidated by you to the management.

### **15. CONFIDENTIALITY**

- 15.1** You agree, as part of your internship hereunder, you will have access, directly or indirectly, to certain Confidential Information of the Company and its affiliates and their employees, contractors and/or clients. At anytime during the term of your internship, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or
- 15.2** During the term of your internship and thereafter, you shall:
- (a) hold the Confidential Information in the strictest confidence;
  - (b) not make known, disclose, reproduce, distribute or use or attempt to use, reproduce, distribute or disclose the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you and you shall also use your best endeavours to prevent any other person from doing so;
  - (c) not disclose or divulge the Confidential Information to or for the benefit of any third person or entity without the prior authorization of the Company and you shall also use your best endeavours to prevent any other person from disclosing or divulging such Confidential Information;



- (d) give prompt notice to Company of any actual or attempted unauthorised use or disclosure of the Confidential Information; and
- (e) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your internship. Your obligations under this Section shall remain in effect and survive any termination or expiration of your internship or these Terms of Internship. Company shall be entitled to immediate injunctive relief, claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon a potential, threatened or actual breach of this Section by you, including in the event where you take up or attempt to take up internship with or act or attempt to act as a consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up internship or contract with any person in a manner that may result in disclosure or misuse of Confidential Information. You agree that any threatened or actual breach of this Section by you is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages, and if the Company chooses to enforce its right to obtain an injunction from a court restraining such a breach or threatened breach, or specific performance of the provisions of this Section, you hereby waive the adequacy of a remedy at law as a defence to such relief. Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Internship or otherwise.

**15.3** “Confidential Information” means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company’s and its affiliates’ and their employees’, contractors’ and/or clients’ behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, and any other information concerning the business of the Company, its affiliates, or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or customers which you possess, make or discover during your internship with the Company, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.



## **16. INTELLECTUAL PROPERTY**

- 16.1** You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registrable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your internship, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of internship hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.
- 16.2** All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secrets, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company’s and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your internship hereunder. If you have any rights to the Work Product that cannot be assigned to Xenonstack or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Xenonstack and its affiliates and their employees, contractors or clients with respect to such rights and grant to Xenonstack.
- 16.3** You and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub-licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your internship or these Terms of Internship, you will immediately deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. agree to, for no further consideration, either during or after the termination of internship hereunder execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors’ special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on

any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. 15.4 You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your internship or these Terms of Internship. Company shall be entitled to immediate injunctive relief or claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this Section by you. Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Internship or otherwise.

## **17. DATA PRIVACY POLICY**

**17.1** Company may, in connection with your internship, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in Company's data privacy policy ("Privacy Policy"), a copy of which is available on request. Further, Company may for these purposes transfer such data to any country in which Xenonstack's worldwide organization does business. By signing these Terms of Internship, you consent to the terms and conditions of the Privacy Policy, as may be modified by Company at any time, and in its sole discretion, upon notice to, and you expressly consent to the following:

- (a) the processing of your personal data in accordance with the PrivacyPolicy;
- (b) the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Privacy Policy;
- (c) the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc. and;
- (d) treating any personal data to which you have access in the course of your internship strictly in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to you. The reference to information "about you" or similar references, includes references to information about

third parties, such as spouse and children (if any), which are provided by you or on your behalf.

## **18. WARRANTIES**

**18.1** You warrant that your internship Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.

**18.2** You warrant that you have satisfactorily completed all of your obligations under any internship contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous internship contract and/or relationships have terminated and/or expired prior to the effective start date at the Company.

**18.3** You hereby represent and warrant that you shall not bring into Xenonstack premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with yourself to Xenonstack, including any such documents or materials from your previous employer. To the extent you feel that your internship at Xenonstack would require you to bring any third party documents or materials to Xenonstack you shall not bring any such documents or materials unless you have taken all permissions/approvals from the third parties before accepting the offer from Xenonstack. You further represent and warrant that you have not and will not inappropriately, or attempt to use or disclose any confidential or proprietary information obtained from a third party or otherwise. You agree and acknowledge that a breach of this provision shall entitle Xenonstack to terminate your services with immediate effect.

**18.4** You warrant that you will comply with all of the Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder. 17.5 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

## **19. INDEMNIFICATION**

**19.1** You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which are caused by or related to your breach of any of the provisions contained in this Terms of Internship.

## **20. GENERAL**

**20.1** These Terms of Internship and your internship is personal to you and you cannot

assign, subcontract or transfer your obligations hereunder to any other person or entity. XenonStack may assign these Terms of Internship, in part or whole, upon notice to you. No delay or failure by XenonStack to exercise any of its powers, rights or remedies under these Terms of Internship will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Internship is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Internship shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These Terms of Internship will be construed in accordance with and governed by the Laws of India. These Terms of Internship, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

**I have read, understood and agreed to the terms and conditions as set forth in these Terms of Internship. My acceptance is as of the day and year written below.**

Signature: \_



Name: **SHARMISTHA DEY**

Date: **30.08.2020**

Office Location: **MOHALI, CHANDIGARH**