

FEB 18, 2025

**To**  
**Mr. Siddhantraje Suryawanshi**

We are pleased to appoint you ("You" or "Counsel") as **AI Development Internship** at **GOGETWELLAI (KOLCO COMMERCE PRIVATE LIMITED)** (the "Company") on the terms and conditions contained herein:

**Principal Terms & Conditions**

- (i) You will be acting as the **AI Developer intern** of the Company on a full-time basis.
- (ii) The overall scope of your role will be:
  - 1. Work on an existing Node.js app having an OpenAI chatbot with RAG structures.
  - 2. Optimizing the chatbot with actions like booking appointments, sharing augmented data, etc.
  - 3. Work on fixing bugs and maintaining code documentation.
  - 4. Work on bug fixing and maintenance of the app.
  - 5. Work on feature changes and scaling of existing apps.
  - 6. To manage & coordinate with team members
  - 7. Coordinate with partners for support including NVIDIA, Google, AWS, MongoDB for support
- (iii) The consideration/fee has been agreed as follows:
  - a. You shall be paid a monthly stipend of **10,000/only (INR. Ten thousands)**, subject to the deduction of applicable TDS.
  - b. Basic performance there will be an option to convert this role into a full-time job at the end of internship.
- (iv) Other terms:
  - a. Your start date shall be effective from Feb 18th, 2025 onwards and internship will be for 6 months until terminated. .
  - b. You will be expected to work 45 hours across a 6 day week, allowing 60 minutes daily for lunch and other breaks. You will also need to work as per the requirement of your role that may entail working on a weekend and or during festival season. However we are flexible towards the timings and focus more toward the objectives we are trying to achieve.
  - c. Core working hours will be 9:30am to 6pm but as a special case **we will be flexible for the timings basic mutually agreed terms.**

d. Base location for this role will be Gurugram, however this will be a flexible work from home position with 1-2 meetings/week (As required)

e. You may be allowed up to two days of leave per month subject to prior approval.

### **Standard Terms and Conditions**

#### **1. Undertakings, Commitments, Warranties and Covenant**

- (i) The Counsel agrees that he/she shall perform his/her duties and undertake responsibilities within the mandate and instructions of the Company and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities in representing the Company.
- (ii) The Counsel undertakes, commits, agrees and covenants that all final decisions with respect to his advice and other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.
- (iii) The Counsel shall apply and maintain the highest standards of personal conduct and integrity and comply with all company instructions and mandates, as amended from time to time.
- (iv) The Company reserves the right to make reasonable changes to these terms and conditions depending on the needs of the Company. Counsel shall always abide by the provisions as may be mentioned from time to time.

#### **2. Ownership of Intellectual Property**

- (i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by Counsel, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Counsel performs for the Company (whether during normal business hours or other than during normal business hours) during Counsel's engagement by the Company, and includes work product that is known to Counsel by virtue of his or her

association with the Company.

- (ii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by Counsel is or will be a work created in course of Counsel's association with the Company under this contract for service/work for hire and therefore the Company is or will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by Counsel, then Counsel does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.
- (iii) Counsel hereby warrants and represents that neither Counsel nor anyone claiming through Counsel will have any rights to or at any time make any claim to such Intellectual Property. (v) With respect to all Intellectual Property, Counsel agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate.
- (iv) With respect to all Intellectual Property, Counsel agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate.

### **3. Confidential Information**

(i) The Counsel acknowledges that during the course of the Counsel's association with the Company, the Counsel has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties. The Counsel acknowledges that Company has explained that such Confidential Information is the valuable property of the Company and/or their customers and is critical to its business.

(ii) The Counsel shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor of the Company/ Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill the Counsel's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

(iii) Notwithstanding the aforesaid provisions, the Counsel may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Counsel shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

(iv) The Counsel shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Counsel's possession, power and control as and when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such

Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any fees or other dues of the Counsel. Further, the Counsel shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

(v) The Counsel understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock options of Company Executives, is only on a "need to know basis". The Counsel understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Counsel, and the Counsel agrees that he/she will not access any databases or tables other than those necessary to perform the Counsel's duties. The Counsel understands that accessing a Company database or table that does not directly relate to the law-practice of the Counsel may, at the sole option of the Company, be deemed as a breach and result in the termination of association.

(vi) During the term of this contract, the Counsel will not improperly use any confidential information or trade secrets of any other client(s) of the Counsel, and the Counsel will not bring onto the premises of the Company any unpublished documents or any property belonging to any other client(s) of the Counsel, unless consented to in writing by such client.

#### **4. Non-Solicitation & Non-Competition**

(i) During the term of this contract Counsel will not engage in any acts of Competition.

(ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable. The Counsel may advise others that are not direct competing business as of the Company, and shall ensure that the same does not affect his work performance for the Company and does not involve disclosing any Confidential Information or intellectual property of the Company.

(iii) For the purpose of this Agreement, "Competition" means:

- a) recruiting, soliciting, or inducing of any executives of the Company or its affiliates or any advisor in the Company to terminate their association with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any Executive of the Company or its affiliates or any person who within six (6) months before had been a Executive of the Company or any of its affiliates or any advisor to the Company councils;
- b) soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Counsel's efforts; or
- c) soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually

rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Counsel's efforts.

d) joining, working for, employed with, providing consultation or services to, be associated with, or advice, or represent a competitor of the Company.

## 5. Indemnification

The Counsel shall defend, indemnify and hold the Company and its employees harmless from and against any direct and proximate losses, claims and liabilities arising due to an established breach of any representation, warranty or covenant of the Counsel under this Agreement. Neither Party shall be liable for any indirect, special, consequential or remote damages/liabilities.

- (i) Counsel agrees that upon a material breach of this Agreement by the Counsel and failure by Counsel to rectify such breach within the cure period of thirty (30) days the Company shall have the right to recover all the direct losses and damages suffered by it.
- (ii) The Counsel agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Counsel expressly waives the defense that damages are sufficient alternate relief to an injunction and the Counsel confirms, assures and represents that each and all the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Counsel as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).
- (iii) A remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

## 7. Termination

- (i) Either party is entitled to terminate this contract by a prior written notice of 30 days' or by payment of one month's remuneration amount in lieu thereof.
- (ii) If, in the sole opinion of the Company, Counsel is unable to carry out the responsibilities by reason of any physical or mental impairment for more than thirty (30) consecutive, or more than ninety (90) aggregate days in any twelve-month period, then the Company may terminate Counsel's contract without any notice or liability.

- (iii) The Counsel's services may be terminated without any notice or liability, for the following indicative causes:
- a) engaging in serious misconduct;
  - b) habitual unavailability, chronic alcoholism or any other form of addiction on the part of the Counsel that prevents him from performing the essential functions of his position;
  - c) committing a serious or persistent breach or non-observance of any condition of this association
  - d) conviction for an indictable offence;
  - e) knowingly or repeatedly act in excess of powers or in contravention of the instructions of the management or the board;
  - f) knowingly or repeatedly fail to perform duties as set out herein;
  - g) acting with gross or repeated incompetence or negligence to the material detriment of the Company; and
  - h) gross or repeated contravention of the provisions of the Non-Solicitation and Non-Competition Clause or the Confidentiality Clause hereof.

## 8. Jurisdiction

In the event of any disputes, Parties shall try to resolve the same amicably. However, if adjudication is required, then this Agreement shall be subject to the exclusive jurisdiction of competent courts at Gurugram.

*Accepted, on the above terms and conditions:*

A handwritten signature in black ink that reads "Bhavya Doshi".

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**BHAVYA DOSHI**  
Founder

**Siddhantraje Suryawanshi**