



This Internship Agreement (the “**Agreement**”) is entered into **September 28, 2021** (the “**Effective Date**”), by and between **THIRTY FRIENDS, Inc.**, with an address of **120 Vantis, Suite 300, Aliso Viejo CA, 92656** (the “**Company**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (the “**Intern**”), collectively “the **Parties**.”

WHEREAS, Intern desires an internship to gain valuable knowledge, experience, education, training in Company’s industry;

WHEREAS, Company is willing to grant Intern an internship;

NOW, therefore, the Parties, in consideration of the mutual promises, conditions and covenants contained herein, hereby agree as follows:

1. **Internship Position, Duties & Responsibilities.** Intern shall work as a member of the product development team for the company. Intern will perform the following duties: assisting in development activities, software design (front end, back end, UI/UX) and assist in various areas of Thirty Friends product development, strategic decisions, marketing strategy and implementation and roll out. Additionally, intern assist in various efforts with their capabilities as needed.
2. Intern is responsible for the following responsibilities: Analysis, assisting with application development, providing updates/ reports to leadership and creating documentation.
2. **Compensation.** The Parties agree this is an unpaid internship in that Intern will not be financially compensated for the duties performed at Company. Intern agrees that he/she is gaining valuable knowledge, experience, education, and training in Company’s industry as consideration for the Duties and Responsibilities.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until **March 31, 2022**.
4. **Intern Relationship.** Nothing in this Agreement shall be construed to create an employer-employee or principal-agent relationship between Intern and Company. Intern does not have the authority to bind Company in any manner whatsoever.
5. **Confidentiality.** During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Intern in order for Intern to complete the Duties and Responsibilities. Intern will not share any of this proprietary information at any time. Intern also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
6. **Intellectual Property.** Intern agrees that any content provided to Intern by Company in order to perform Intern’s Duties and Responsibilities, including but not limited to, images, videos, and text, copyrights or trademarks, remains solely owned by Company. Intern agrees that any content provided by Intern to the Company in the course of performing Intern’s Duties and Responsibilities, including but not limited to, images, videos, and text, code, copyrights or trademarks, is solely and legally owned by the Company Any materials developed by the Company, making use of the content, remains the sole property of the Company. Any work product Intern may create during the course of this Agreement remains the sole property of Company.
7. **Termination.** This Agreement may be terminated at follows:
  - a. At any time by either Party upon written notice to the other party.



b. By Principal due to Intern's breach of the Agreement.

Upon termination, Intern shall return all Company content, materials, and all Work Product to Company at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

**8. Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. Intern further represents that he/she is duly authorized to work in the United States/Europe and is of legal age to work.

**9. Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

**10. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

**11. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

**12. Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

**13. Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

**14. Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

**15. Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by United States, state of Delaware law.

**16. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties. The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:



# 30 Friends

**THIRTY FRIENDS, INC.**

Signed: \_\_\_\_\_

Signed By: Amit Bhambi

Date: \_\_\_\_\_

**“INTERN”**

Signed: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_