



## INTERNSHIP AGREEMENT

(the “**Agreement**”)

### I. SPECIFIC TERMS

1. YOUR INFORMATION	
“ <b>You</b> ” or the “ <b>Intern</b> ”:	Ali El Maghraby
Email:	ali.hesham21@gmail.com
Mailing Address:	24 Hasan Mohammad St. , Haram 12555, Egypt

2. OUR INFORMATION	
“ <b>We</b> ” or the “ <b>Company</b> ” or “ <b>SAND</b> ”:	Sand Tech Holdings Limited (d.b.a. "ALX" and "Sand Technologies"), a private company limited by shares incorporated in Mauritius under Business Registration Number C14117099.
Email:	<a href="mailto:legal@sandtech.com">legal@sandtech.com</a> , with a copy to <a href="mailto:finance@sandtech.com">finance@sandtech.com</a> and <a href="mailto:peopleops@sandtech.com">peopleops@sandtech.com</a>
Mailing Address:	5th Floor, The CORE Building, No. 62, ICT Avenue, Cybercity, Ebene, Mauritius.

KEY INFORMATION	
“ <b>Parties</b> ”	The parties to this Agreement are you and the Company (each, a “ <b>Party</b> ” and jointly, the “ <b>Parties</b> ”).
“ <b>Effective Date</b> ”	The date of the last signature.
“ <b>Start Date</b> ”	29/07/2024
“ <b>End Date</b> ”	31/10/2024 (subject to Section 6 (Termination) in the General Terms below)
Title	Intern
Internship Type	Part time Hybrid (Please read Section 2 of the General Terms for additional information about the terms of your internship)
“ <b>Internship</b> ”	In this role, you will work closely with the Learning Community Experience team in 4 essential functions: Learner support, content creation, community moderation, & event

<i>Description</i>	management. As the Learning Community Experience Intern, you are joining the team to help build and maintain a highly engaged and satisfied community that accelerates the career development of our participants. The Learning Community Experience Coordinator's responsibilities will include but are not limited to: Learner Support: Provide a basic level of customer support to all learners. Content Creation: Developing engaging content for the fellows on and off social media. Engagement: Creatively amplifying engagement prompts increasing participation on our community platform. Event experience design: Supporting the Learning Community Experience team in rolling out program events. Community moderation: Monitoring conversations held in participant channels and in-person ensuring that all engagements are in line with our community code of conduct.
<i>Internship Stipend</i>	USD 200per month, inclusive of all applicable taxes or withholdings.
<i>Other Stipend</i>	Mobile data: USD 50
<i>Your "Location"</i>	Egypt
<i>Complete Agreement</i>	This Agreement comprises (i) this Specific Terms & Signature Page; and (ii) the General Terms.
<i>Governing Law</i>	Mauritius
<i>Jurisdiction</i>	Mauritius

## II. GENERAL TERMS

***Capitalized terms that are not defined here will have the meaning given in the Specific Terms & Signature Page.***

### 1. Some Definitions

1. **"Group"** means Us together with any subsidiaries or affiliates (including its holding company).
2. **"Confidential Information"**
  - i. Includes any information or data: (i) related to ALI that is shared with you in oral, visual, written or electronic form at any time; (ii) related to our Intellectual Property Rights; and (iii) prepared by you using our Confidential Information (i.e notes, analyses, reports, etc).
  - ii. Does not include information or data: (i) independently developed by you without using Confidential Information; or (ii) that is or becomes publicly available (unless it becomes publicly available as a result of a breach of this Agreement).
3. **"Intellectual Property Rights"**
  - i. Includes any existing or future trade secrets, patents, utility models, copyrights, trademarks, business names, domain names or any rights associated with them, registered or unregistered under the laws of any country.
  - ii. Does not include (i) intellectual property developed on your personal time and without using our Confidential Information or Intellectual Property Rights; or (ii) academic or scholarly publications, musical compositions or literary works.

## **2. Terms of your Internship**

- 1. You agree to be available during normal business hours (except for national holidays) of your Location.**
- 2. If needed, we will provide you with access credentials to our systems. You agree to keep these credentials protected and secured and you assume any liabilities from mishandling them.**
- 3. We will assign you a supervisor during your Internship (your “Manager”), who will provide regular feedback and coaching.**
- 4. You will submit all drafts and final deliverables through the platform communicated to you by your Manager - this may be via email or to be saved in our Google Drive or other tool which you are given access to.**
- 5. We may change your Manager, function or team at any given time during your Internship, based on our operational needs. In this case, you agree to perform your new responsibilities with the same professionalism.**
- 6. You agree to strictly abide by the Company’s internal policies, procedures, regulations, and standards (the “Company Policies”) which may be established or amended from time to time to meet the exigencies of the Company. You hereby agree to be responsible on staying informed, through the different communication channels of the Company, about any new Policies or amendments thereto.**
- 7. You agree to behave in a professional and ethical way during your Internship. Any unprofessional or unethical behavior will be handled according to our Company Policies and any applicable laws.**

## **3. Confidentiality**

- 1. You will not permit unauthorized access, use, or disclosure of the Confidential Information to anyone without written consent from the Company.**
- 2. If you need to download, process, transfer or communicate any Confidential Information, you will observe the applicable laws and regulations applicable to exports and re-exports of data.**
- 3. You agree that all Confidential Information is and will remain the exclusive property of the Company but you agree to protect its security, integrity, and confidentiality as if it was your own.**
- 4. If you are required to disclose any Confidential Information by a court of law or any governmental or regulatory agency, you will let us know in writing within 3 days (unless prohibited by law) so we can seek legal protection for the Confidential Information.**
- 5. If we cannot get legal protection for the Confidential Information, you agree to:**
  - 1. Disclose only the portions of Confidential Information that you are legally bound to disclose; and**
  - 2. Use reasonable efforts to ensure that the Confidential Information that is disclosed is treated as confidential. We will cover any expenses related to this.**
- 6. You agree to return, delete or erase any Confidential Information in your possession at any time we ask you to.**
- 7. You understand that the confidentiality obligations of this section will remain in place for 2 years after the termination of the Agreement.**

#### **4. Intellectual Property**

- 1. All Intellectual Property Rights created during the Internship Period as part of your internship duties, in relation to the Company or using the Company materials belong exclusively to us.**
- 2. You will keep written records of any Intellectual Property Rights created from any Internship duties and obligations.**
- 3. You agree to assist us in case we need to protect or transfer any of our Intellectual Property Rights. This obligation will continue until the expiration of those Intellectual Property Rights.**
- 4. In case you own or control (now or in the future) any intellectual property rights that interfere with the Intellectual Property Rights created under this Agreement (the “Related Rights”), you agree to give us a royalty-free, irrevocable, perpetual, transferable, worldwide license to use and commercialize those Related Rights to the extent necessary for us to exercise our Intellectual Property Rights created under this Agreement.**

#### **5. Data Protection & Privacy**

- 1. You and us agree to comply with any data protection laws applicable to this Agreement.**
- 2. You acknowledge the collection and processing (including international transfer) of your personal data in terms of our privacy policy available at <https://www.sandtech.com/privacy-policy/>.**

#### **6. Termination**

- 1. This Agreement will be automatically terminated on the End Date without the need of any notice.**
- 2. We can terminate this Agreement immediately and without any notice if you breach any of your obligations.**
- 3. We can terminate this Agreement at any time by giving you ten (10) working days’ written notice.**
- 4. You can terminate this Agreement at any time by giving us ten (10) working days’ written notice.**

#### **7. Indemnity and Liability**

- 1. You agree to indemnify us for any liability resulting from your failure to comply with this Agreement.**
- 2. You will not be liable for a breach in case of force majeure, provided you took all reasonable precautions and due care to fulfill your obligations and you informed us as soon as practicable but no later than 3 days after the occurrence of that event.**

#### **8. Other Important Terms**

- 1. This Agreement is not intended to create an employment or agency relationship, partnership or joint venture between you and us.**
- 2. You agree to inform us immediately of any situation that could potentially result in a conflict of interest between you and us.**

3. Prior to the execution of this Agreement, Intern has provided the Company with proof of insurance covering all damage (Personal, Property, and Third-party) incurred during the performance of obligations under this Agreement. The insurance must be valid throughout the Internship Period.

**9. Miscellaneous**

1. We strongly recommend you consult with an attorney before signing this Agreement.
2. This Agreement contains the entire agreement relating to the Internship Role between you and the Company and supersedes any prior verbal or written arrangements.
3. This Agreement can be amended or modified by a written agreement between you and the Company.
4. You cannot assign or transfer the rights or obligations of this Agreement without our prior written consent. We can freely assign or transfer the rights or obligations under this Agreement.
5. In case any part of this Agreement is found to be invalid or unenforceable, the validity, and enforceability of the rest of the Agreement will not be affected.
6. This Agreement will be governed and interpreted in accordance with the laws set forth in the Specific Terms, regardless of any conflict of laws provision.
7. Any dispute resulting from this Agreement will be resolved by the courts set forth in the Specific Terms.
8. Both Parties commit to adhering to all laws and regulations concerning fraud, corruption, bribery, and unethical actions, including the Prevention of Corruption Act 2002 in Mauritius and any similar laws applicable in other jurisdictions. They will refrain from participating in any dishonest activities such as bribery, cheating, embezzlement, or any other detrimental actions that may adversely affect their businesses or reputations, whether directly or indirectly. In the event that one Party breaches this provision, the other Party retains the right to promptly terminate this Agreement.
9. Headings are for reference purposes only and will not affect the interpretation of the Agreement.
10. This Agreement may be signed electronically, including DocuSign or similar.

***By signing below, each Party acknowledges to have carefully read and fully understood this Agreement and agrees to be bound by its terms and conditions.***

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## Record of Signing

For Sand Technologies  
Name Ali El Maghraby  
Title Intern

*Ali El Maghraby*

**Signed on 2024-07-30 08:10:38 GMT**

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DocumentID: 02xGGLNMc606lcTOXvxt9  
SigningID: 02xGGLNMW3Hvc70TT5cR0D  
Signing date: 7/30/2024  
IP Address: 102.56.151.240  
Email: ali.hesham21@gmail.com

For Sand Technologies  
Name Tomi Jaiyeola  
Title People Operations Lead

*Tomi Jaiyeola*

**Signed on 2024-08-01 20:57:13 GMT**

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DocumentID: 02xGGLNMc606lcTOXvxt9  
SigningID: 02xHhpfibjXEdjM6mQGN  
Signing date: 8/1/2024  
IP Address: 184.147.156.207  
Email: tjaiyeola@theroom.com

