

OptiPhoenix Xperts Pvt. Ltd
B1002, Westend Mall,
Janakpuri District Center, Janakpuri
New Delhi, Delhi 110058

Date: 7th April 2021
Name: Jaspreet Singh
Address: : 5G/25, N.I.T Faridabad
Faridabad, Haryana - 121001
Email: jaspreetactsingh@gmail.com
Mobile: 9810378938

INTERNSHIP AGREEMENT

Dear Mr. Jaspreet,

OptiPhoenix is pleased to offer you to work with us as an intern for a period of 4 months commencing from 7th April 2021 whereby you are subject to the following terms and conditions:

1. APPOINTMENT

1. Your date of appointment is effective from the date of joining which shall be as soon as possible but not later than **7.04.2021**
- 1.2 Your internship with the company is subject to:
 - 1.2.1 The accuracy of testimonials and information provided by you.
 - 1.2.2 Your being free from any contractual restrictions preventing you from accepting this offer or starting work on the above mentioned date.
 - 1.2.3 If you breach any of the below conditions, this offer shall be revoked automatically (whether you have accepted it or not) without giving you any claim for compensation.

2. INTERNSHIP POSITION, DUTIES & RESPONSIBILITIES

- 2.1 You shall be assigned with all the duties and responsibilities of **Front-End Developer Intern** and such other duties on behalf of the company, as may be reasonably assigned from time to time by the Company's management
- 2.2 You shall not during the term of your internship, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity or work in an advisory capacity. Any contravention of this condition will entail termination of your internship from the company without notice.

3. COMPENSATION

- 3.1 You will be paid a fixed stipend of Rs 15000/month during internship



3.2 The compensation paid to you has taken into consideration the status and responsibilities of the appointment

4. TERM

4.1 This Agreement shall commence upon the Effective Date, as stated above, and will continue until successful completion of the graduation program and 4 month period. The company reserves the right to extend the internship to another two (2) months. You will be deemed to continue on internship until you are confirmed, and your confirmation has been communicated to you in writing.

4.2 Based on your performance during the internship, we will provide you PPO or job opportunity

4.3 During the internship, your employment may be terminated by either the Company or yourself at any time after giving a 15 (Fifteen) Days notice, in writing, or payment of salary in lieu of notice.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual Property Rights includes all existing and future rights in patents, designs, copyright, know-how, moral rights, trade secrets, confidential information, trade marks, service marks, trade names, circuit layouts, goodwill and all other similar rights

5.2 All products, goods, trade secrets, Proprietary Information, intellectual property rights, including know-how, trademark, patent, registered, whether registerable or un-registrable, whether accruing as a result of law or fact, made or created by you, whether alone or with other employees of the Company, during (so far as it related to the business of the Company) or during your internship with the Company ("**Products**") are hereby assigned directly and forthwith to the Company, at no cost and without any further requirements on your part to do anything further, and the Compensation paid to you by the Company and terms and conditions of this Internship Agreement shall be sufficient consideration for the same. Upon your signing of this internship letter, to the extent permitted by law, it shall be deemed that you have irrevocably waived all your rights pursuant to Section 57 of the Copyright Act, 1957 in this regard.

5.3 Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify, copy, commercially exploit or adapt the inventions, information, materials, products or deliverables developed by you during the performance of your services as an intern of the Company

5.4 Upon termination of your internship,

5.4.1 You agree to share and handover all the necessary passwords to the management

6. CONFIDENTIALITY

6.1 You shall not, use or disclose to any person any information (including but not limited to documents, information, strategies, know how, methodology, business practices, data,



client names and details, business plans, code, project information, financial information, marketing information, technical information, trade secrets, proposals, ideas, concepts, business models, processes, data, designs, specifications, business contacts, alliances or any other information which by its nature, or because the management has been told that it is confidential, is or could reasonably be expected to be regarded as confidential (Confidential Information)) relating to the Services or this Agreement, or relating to the affairs or business (whether present or future) of OptiPhoenix or any of its related entities, businesses or clients, which comes into your possession in the course of or by reason of this Agreement, whether before the Commencement Date, during the Term or any time thereafter, except authorized by the Company for the purposes or in connection with ordinary course of the day-to-day operation and day-to-day management of the business of the Company by you.

6.2 All memoranda, notes, records or other documents made or compiled by you or made available to you during the course of your internship with the Company, concerning the business of the Company or its subsidiaries (if any), as the case may be, shall, at all times, be the property of the Company. You shall not use for yourself or others, or divulge to others, any Proprietary Information of the Company or any of its subsidiaries (if any), obtained by you as a result of your internship with the Company, unless authorized by the Company for the purposes or in connection with ordinary course of the day-to-day operation and day-to-day management of the business of the Company by you or if required by or under any law or order of any court, tribunal or other authority.

6.3 You shall not take any papers, books, computer software, materials, document or any other property of the organization for your personal use, nor shall you, in any way, at any time/s disclose, divulge to anybody or make public any information or matter concerning the activities, accounts, transactions, dealings, trade/business secrets, or information relating to or of the organization or its business or otherwise, whether the same may be confided in you or become known to you in the course of your internship or otherwise, not only during your service, but even after you cease to be in the services of our organization. You shall be responsible for and shall take proper care of all books, computer software, materials, documents or any other property etc., generally and specifically entrusted to you

6.4 You undertake not to make copies or duplicates of any confidential information or other sensitive property materials of the Company, including but not limited to keys, access cards, diskettes, programs, photographs or such other proprietary information relating to Company's business. You undertake not to use or attempt to use the Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to OptiPhoenix, its related entities, officers employees or clients.

6.5 You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company. You agree and confirm that the terms and conditions of this Clause 7 shall survive the termination or discontinuation of your services with the Company. You acknowledge that if you fail to comply with any of its obligations under



Clause 7, the Company may suffer immediate, irreparable harm for which monetary damages may not be adequate

6.6 You acknowledge that damages are not a sufficient remedy for the other Party for any breach of any of the undertakings herein provided; and you further acknowledge that the affected Party is entitled to, without limitation to the other rights guaranteed under this Agreement, to specific performance or injunctive relief (as appropriate) as one of the remedies for any breach or threatened breach of those undertakings by you, in addition to any other remedies available to the affected Party in law or in equity

7. TERMINATION

7.1 During the internship, your employment may be terminated by either the Company or yourself at any time after giving a 15 (Fifteen) Days notice, in writing, or payment of salary in lieu of notice

7.2 Your internship may be immediately terminated without compensation by the Company in the following circumstances:

7.2.1 Your failure to perform your functions and responsibilities as per this internship letter

7.2.2 Any act or omission on your part which is detrimental to the business of the Company or is otherwise sufficient to terminate your internship

7.3.3 Commission of an act of constituting fraud or felony against the Company or any of its employees in the course of this internship

7.4.4 Your material violation of the Company's policies regarding code of internal conduct, as in effect from time to time

7.5.5 Any act of yours that involves dishonesty or moral turpitude or theft of the Company's assets or any act of insubordination by you

7.6.6 Your act in any manner that has an adverse effect on Company's reputation or business

7.7.7 Your absence from the internship without due permission of the Management of the Company

7.8.8 Your failure to strictly adhere to IT security practices and procedures as prescribed by the Company from time to time and/or breach in IT security by your act of commission or omission; and

7.9.9 Any breach with the terms confidentiality of the Company as detailed at point(s) above.

8. GOVERNING LAW & JURISDICTION

The internship letter, your internship with the Company and terms thereof shall be Governed and construed in accordance with the provisions of the laws of India and Courts at New Delhi shall have exclusive jurisdiction.

9. DISPUTE RESOLUTION

Any dispute or difference whatsoever arising between the parties out of and/or with regard to this internship agreement, your internship with the Company and the terms



thereof, which cannot be amicable resolved, shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

Such arbitration shall be conducted by an arbitrator appointed by the Company. Such arbitration shall be conducted in English language and the venue of the arbitration shall be New Delhi

10. LEAVE

10.1 You have to take prior approval from your reporting authority in writing for Leave.

10.2 In case of Sick Leave, information should reach the reporting authority before starting of office timing.

10.3 You need to inform your reporting authority 3 days in advance if you plan to take more than 3 leaves.

10.4 You need to mail at leave@optiphoenix.com

11. OTHER

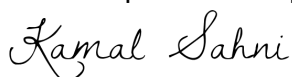
11.1 Please note that by signing this Letter Agreement, you have agreed to accept the internship with the company on the terms and conditions set out herein. Upon your signature and return to us, this offer letter will be treated as an Internship Agreement and the terms and conditions of this Agreement shall govern your employment with the Company.

Note: OptiPhoenix Xperts Private Limited has been addressed as Company and Mr Jaspreet Singh has been addressed as an Intern, respectively in the above agreement.

It is a pleasure to welcome you to TEAM OPTIPHOENIX and we are hopeful of a long and mutually beneficial association.

Yours truly

For OptiPhoenix Xperts Private Limited



Mr. Kamal Sahni

Director, OptiPhoenix

I have read the terms and conditions of this letter of appointment and confirm my acceptance of the same.



Signature