

This Agreement is made on the 9th day of March 2025

BETWEEN

Learnrithm Ltd, a company registered and operating under the laws of Nigeria, hereinafter referred to as the 'Company,' and

Shohruz Ernazarov, hereinafter referred to as the 'Intern.'

1. Internship Duration

The Intern agrees to work with the Company as a Software Engineer Intern starting from 10th March 2025 for a duration of three (3) months, ending on 10th June 2025, unless extended or terminated earlier in accordance with the terms of this Agreement.

2. Roles and Responsibilities

The Intern shall primarily work on the backend development of Learnrithm AI, focusing on building and maintaining Frontend and related backend functionalities as assigned by the Company. The Intern agrees to perform all assigned duties diligently and in good faith.

3. Confidentiality and Non-Disclosure

- (a) The Intern acknowledges that during the course of the internship, they may have access to proprietary and confidential information, including but not limited to source code, databases, algorithms, intellectual property, trade secrets, and business strategies of Learnrithm AI.
- (b) The Intern agrees not to disclose, share, or use any confidential information, code, or proprietary materials obtained during the internship for any purpose other than work assigned by Learnrithm AI.
- (c) The Intern shall not retain, copy, or distribute any source code, project documentation, or internal materials after the termination of this internship.
- (d) If the Intern breaches any confidentiality or non-disclosure agreement, serious legal actions and lawsuits will be brought against them under the laws of Nigeria.

4. Non-Compete Clause

- (a) The Intern agrees that during the internship period and for a period of twelve (12) months after its completion, they shall not engage, directly or indirectly, in the development of a competing product, software, or service similar to Learnrithm AI.
- (b) The Intern shall not use any knowledge, algorithms, code, or business practices obtained from Learnrithm AI to create, contribute to, or work on a competing platform during and after the internship.
- (c) If the Intern breaches this non-compete clause, serious legal actions and lawsuits will be brought against them under the laws of Nigeria.

5. Internship Benefits

- (a) The Intern acknowledges that this internship is unpaid and undertaken for the purpose of gaining industry experience and skill development.
- (b) Upon successful completion of the internship, the Intern shall receive:
 - A Recommendation Letter signed by the CEO of Learnrithm AI.
- An Internship Certificate recognizing their contributions and successful completion of the internship.
- C) The intern would be offered Full time employment to learnrithm at after the completion of internship, based on his performance during his internship

6. Termination

- (a) The Company reserves the right to terminate this internship at any time if the Intern fails to meet performance expectations, violates confidentiality terms, engages in misconduct, or breaches any part of this Agreement.
- (b) The Intern may also choose to terminate this Agreement by providing a 7-day written notice to the Company.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nigeria, and any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in Nigeria.

8. Acknowledgment and Acceptance

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms outlined in this Agreement.

For Learnrithm Ltd

Name: Peter Chukwuemeka Okafor

Title: CEO, Learnrithm AI

Signature:

Date: 9th March 2025

Intern

Name: Shohruz Ernazarov

Signature: Shalus

Date: 9th March 2025