

**INTERNSHIP
AGREEMENT**

BY AND BETWEEN:

AdBox Software Pvt. Ltd. (Company)

AND

Pratik Yuvraj Yawalkar

INTERNSHIP AGREEMENT

This Internship Agreement (hereinafter referred to as this “**Agreement**”) is made on this **---31, January, 2023---**: BY AND BETWEEN:

1. AdBox Software Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 403, Krishe Garden, Begumpet, Hyderabad 500016 hereinafter referred to as “**Company**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
2. **Pratik Yuvraj Yawalkar**, born on **28 June, 2001**, son of **Yuvraj Yawalkar**, with permanent residence at **33, Ingle Layout, Trimurti Nagar, Nagpur-440022** hereinafter referred to as the “**Intern**”, (which expression shall, unless it be repugnant to the context or the meaning thereof be deemed to mean and include his/her heirs, legal representatives, executors and administrators)

Company and Intern shall here in after jointly be referred to as the “**Parties**” and severally as the “**Party**”.

WHEREAS:

- 1 The Company is engaged in the business of advertising technology solutions;
- 2 Based on the representations of the Intern at the time of recruitment, including, but not limited to, academic education, background and work experience, the Company desires to engage the Intern and the Intern desires Internship at the Company upon the terms and conditions contained in the Offer Letter, this Agreement and the Company’s Policies and Procedures (as defined hereinafter), as amended from time to time.
- 3 The Company, in the course of its Business (as defined hereinafter), has acquired and may continue to acquire Company’s Information, Confidential Information and Intellectual Property, (as defined hereinafter) and trade secrets, which the Company desires to keep confidential. The unauthorized use or disclosure of such Company’s Information, Confidential Information and/or Intellectual Property will irreparably damage Company, its Affiliates and its clients;
- 4 The Company undertakes several projects / assignments that involve the development of Intellectual Property and which also entail confidentiality obligations. The Company must respect the Intellectual Property and confidentiality obligations of its clients and third parties and therefore, in turn the Intern, during the term of the Intern’s Internship with the Company and anytime thereafter, is also expected to respect the same, and has a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any Person (defined hereinafter), except as necessary in carrying out work for the Company consistent with the Company’s agreement with such clients or third parties;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE COMPANY AND THE INTERN HEREBY AGREE AS FOLLOWS:**1. DEFINITIONS AND INTERPRETATION**

In this Agreement unless the context otherwise requires:

- 1.1 “**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control as that of the Company.
- 1.2 “**Agreement**” means this agreement including any Annexures hereto as may be amended and modified from time to time.
- 1.3 “**Business**” means the businesses being carried on or that may be carried on by the Company and / or the Group, including but not limited to the list of businesses described within the HR Handbook in the Intranet and on all the websites owned and operated by the Group.
- 1.4 “**Business Unit**” refers to a business brand and/or profit center of the Company and / or the Group
- 1.5 “**Intranet**” refers to all the Company’s Intranet which may be updated from time to time
- 1.6 “**Clients**” means and includes any and all past, present or prospective customers / suppliers / distributors / resellers / agents / licensees of the Group (whether in India or abroad).
- 1.7 “**Company’s Information**” means and includes, all information which is disclosed to or obtained by the Intern directly or indirectly, from the Group and/or any third parties with which the Group has relationships, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be proprietary or marked as such including but not limited to:
 - 1.7.1 Intellectual Property and Intern’s Contribution including information relating thereto or any part thereof; trade or business secrets of Group;
 - 1.7.2 Data of Clients of the Group, including their names, addresses, sales figures, sales conditions and any communication in any medium exchanged between the Client and the Group;

- 1.7.3 Manufacturing, distribution and technological data used in conducting the Business, including details as to procurement, distribution, manufacturing processes, procedures and strategies, the fees, discounts, commissions and other credits of the Group;
- 1.7.4 Business data, particularly data relating to new products, projects, services, promotion campaigns, plans for future development, pricing agreements and joint ventures in which the Group is involved including opportunities that any Client is pursuing / considering that the Intern becomes privy to during the Intern's association with the Company;
- 1.7.5 Any security information pertaining to the Group such as passwords, logins used to access any resource owned/operated by the Group, or any Client or any third parties affiliated to the Group.
- 1.7.6 Any data pertaining to the Group such as any file, database or information stored, owned or operated by the Company or Affiliates or any computer within the Group network, or any other network the Intern gains access to as a result of the Intern's association with the Company.
- 1.7.7 All data in respect of Interns, agents, representatives, Interns of the Group, including HR data, details of their effectiveness and compensation, including but not limited to incentives / perquisites / remuneration / salary packages, finances, and commission;
- 1.7.8 Training data, particularly documents, videos, processes, multimedia files, presentations and any such training resources that the Intern gains access to during the Intern's association with the Company.
- 1.7.9 Research and development data, particularly information relating to the software and hardware developments of the Group;
- 1.7.10 Financial data, in particular, concerning budgets, the fees and revenue calculations, costs, sales figures, sales targets, invoice amounts, financial statements, costing, profits, profit margins, profit expectations, pricing and inventories of the Group;
- 1.7.11 All communication, including but not limited to email, voice, video, fax, phone, IM and any other such communication medium, of/with the Group, and/or its Interns
- 1.7.12 Information received by the Group from third parties under obligation of confidentiality;
- 1.7.13 Any information or data obtained from the Intranet
- 1.7.14 Any information of value or significance to the Group and/or Competitors (present or potential);
- 1.7.15 Any information derived from any of the above;
- 1.7.16 Any copies of the abovementioned information, irrespective of the fact whether they are in public domain or not;
- 1.8 **"Company's Policies and Procedures"** shall mean the policies and procedures of the Company including but not limited to, the policies and procedures documented in HR handbook within the Intranet which, along with any amendments made by the Company from time to time, is incorporated herein by reference
- 1.9 **"Competitor"** means and includes all such Persons whether domestic or foreign, which carry on or which are likely to carry on business similar to the Business and/or directly or indirectly compete or have the potential to compete with the Company and/or the Group and also includes such Persons as mentioned in **ANNEXURE 3**, which may be amended by the Company from time to time through an announcement sent via the Company's regular announcement channels.
- 1.10 **"Confidential Information"** refers to all Company's Information except Company's Information that: (i) was previously known by Intern, as established by written records of the Intern prior to receipt of such information from the Company; (ii) becomes publicly known, other than through any wrongful act/s of Intern or others (iii) is already in the public domain; (iv) consists of general knowledge and skill that Intern would have certainly learned in the course of similar Internship elsewhere (v) is disclosed to the Intern with explicit instructions that such information is not confidential. In the event Intern has / have some question as to whether certain information falls within the scope of Confidential Information as defined herein, Intern agrees / agree to treat such information as Confidential Information until told otherwise in writing by the executive management of the Company.
- 1.11 **"Intern's Contribution"** means Intellectual Property or parts thereof, conceived, developed, or otherwise made by Intern, alone or jointly with others and in any way relating to the Company's present or proposed products, programs or services or to tasks or projects assigned to Intern, or for the Company's clients during the course of Intern's Internship with the Company, whether or not made during the Intern's regular working hours or whether or not made on the Company's premises.
- 1.12 **"Control"** means the possession or ownership by a Person or a group of Persons acting in concert, directly or indirectly, of more than 50% of the voting securities of another Person, or of the power to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights in such other Person, by contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in Control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate or acquires the right, whether through an agreement or otherwise, to direct or cause the direction of, or control, the management of such body corporate. The terms **"Controls"**, **"Controlled by"** or **"under common Control"** shall be construed accordingly
- 1.13 **"Engagement Letter"** means a letter issued by the Company to the Intern on the date of joining the Company.
- 1.14 **"Group"** refers to, collectively, the Company, and Affiliates
- 1.15 **"Intellectual Property"** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes,

systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments of the Group and its customers.

- 1.16 “**Notice Period**” at anytime, means the then applicable notice period, upon termination of Internship, depending on the Intern’s designation, department, role, position as per the Company’s Policies and Procedures or as described in this Agreement
- 1.17 “**Offer Letter**” means the letter issued by Company to the Intern which sets out the details and manner of the remuneration, benefits, and other terms and conditions, as may be amended from time to time.
- 1.18 “**Person**” or “**Persons**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof that is not a party to this Agreement.
- 1.19 “**Property**” includes, but is not limited to the:
 - 1.19.1 internal memoranda, computer equipment (including software), training materials, books, and all other like property, including all copies, duplications, replications, and derivatives of such property which embody Company’s Information and Intellectual Property or any other information concerning the Business, of the Company, whether such documents have been prepared by the Company or any other Person;
 - 1.19.2 blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models;
 - 1.19.3 any residential accommodation, automobile, furniture, fixtures, fittings and furnishings, communication equipment, and all other items; and,
 - 1.19.4 any tangible expression of Company’s Information, including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto.
- 1.20 “**Related Party**” of a Person (referenced within this definition as “First Party”) means any other Person that directly or indirectly through one or more intermediaries, controls the First Party or is controlled by the First Party or is under the common control as that of the First Party.
- 1.21 “**Source Code**” means the software program code in human readable form, and all supporting materials used to develop or program such code including, but not limited to, programmer’s notes, functional specifications, scripts, detailed documentation, and a programmer’s guide.
- 1.22 “**Termination Date**” shall mean the date specified under Clause 9.
- 1.23 Unless the context of this Agreement otherwise requires (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified; (v) headings are used for convenience only and shall not affect the interpretation of this Agreement; and (vi) references to the Recitals, Clauses and Appendices shall be deemed to be a reference to the recitals, clauses and appendices of this Agreement;

2. INTERNSHIP AND TERM

- 2.1. Relying upon the representations made by the Intern with regard to the Intern’s academic education, background, work experience *etc.*, the Company has engaged the Intern to provide Internship in the role of a Intern at its Bangalore office, upon the terms and conditions set forth in this Agreement, the Offer Letter and the Company’s Policies and Procedures, with effect from the date of signing of this Agreement and/or an Engagement Letter (“**Joining Date**”).
- 2.2. Subject to the provisions of termination as hereinafter provided, the term of this Agreement shall be deemed to have begun from Joining Date and shall continue until terminated by either Parties in accordance with Clause 9 hereof.
- 2.3. As specified during the time of appointment, the Intern shall devote a substantial part of his working time, energy, and attention exclusively to his duties in connection with the Company, and shall not take up Internship or consultancy, either full time or part time, and neither directly or indirectly, in any other organization while in Internship with the Company, nor shall the Intern accept compensation in any form from any outside party for any actions performed on behalf of the Company without the express written permission of the Company.
- 2.4. The Intern shall have read the Company’s Policies and Procedures and shall be bound by the same.
- 2.5. The Intern has submitted to the Company a complete report with all supporting documents relating to all the confidential information, intellectual property and all other information developed by the Intern on or prior to the Joining Date, which would be excluded from the scope of this Agreement. If any such disclosure has not been made the Intern represents that he/she does not own any intellectual property prior to the Joining Date. In the event that the Intern is unclear or has a doubt in relation to whether any information known to the Intern prior to the

Joining Date or during the term of Internship with the Company or Affiliates should fall within the purview of Company’s Information or Confidential Information the Intern agrees to treat such information as Company’s Information or Confidential

Information until informed otherwise in writing by the executive management of the Company

3. DUTIES AND RESPONSIBILITIES

The Intern hereby agrees and undertakes to perform various duties as may be assigned to him from time to time and undertake various responsibilities in this respect, and devote the whole of his time and attention to the Business, to the best of his skills and abilities

The Intern understands and acknowledges that the reputation, status, standing and goodwill of the Group are of utmost importance. Hence, during the term of Internship, or subsequent to termination, the Intern shall support and promote the interests and reputation of the Group and shall not disparage the Group, its business, its executive management or any of the Interns, people, business relations, organizations connected with the Group, and shall not otherwise do or say anything that could be reasonably expected to disrupt the good morale of any Interior person of the Group or otherwise harm the Company's goodwill, business interests or reputation in any manner. In turn, the Company agrees not to disparage the Intern in any manner and not to do or say anything that could be reasonably expected to harm the Employer's business interests or reputation.

4. REMUNERATION, REIMBURSEMENT AND TAXES

The Intern shall be entitled to remuneration as per the Engagement Letter.

- 4.1. **Expenses:** Intern shall not be authorized to incur on behalf of the Company any expenses without the prior written consent of the Company. As a condition to receipt of reimbursement, Intern shall be required to submit to the Company reasonable evidence that the amount involved was expended and related to services provided under this Agreement.
- 4.2. **Indemnification:** Intern shall have full responsibility for his/her applicable taxes for all compensation paid to Intern under this Agreement. Intern agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to taxes, labor or Internship requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to the Intern.

5. CONFIDENTIAL AND COMPANY'S INFORMATION

- 5.1. The Intern acknowledges that during the course of the Intern's Internship with the Company, the Intern has had and will continue to have access to Company's Information and Confidential Information. The Intern acknowledges that such Company's Information and Confidential Information, is the valuable property of the Group and/or their customers and is critical to its Business.
- 5.2. During the term of this Agreement, Confidential Information, including the information which may be in public domain, shall not be stored, copied, or otherwise retained in any manner by the Intern, other than as instructed by the Company or as reasonably required to fulfil the Intern's duties with the Group. Any deviation from the obligations under this Clause, on the part of the Intern, would amount to stealing and would entitle the Company to terminate the Internship of such Intern and also to claim appropriate remedy, against the Interns, as is available under law.
- 5.3. The Intern shall not publish, disclose, copy or disseminate Company's Information or Confidential Information, to any Person or Competitor; or use it for any purpose, including but not limited to personal gain or profit, other than such purposes as shall be required to fulfil the Intern's duties with the Company. The Intern shall forever hold the Confidential Information in confidence and will not disclose the same, directly or indirectly, to any Person. The Intern shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Company's Information. The Intern shall not remove any Company's Information, in whole or in part, from the Company's premises, without the Company's prior written permission.
- 5.4. The Intern acknowledges that the Group owns all right, title and interest in and to the Company's Information and that Intern acquires no right, copyright, title or interest in any Company's Information by virtue of their access to or creation of such Company's Information.
- 5.5. Notwithstanding the aforesaid provisions, the Intern may disclose Confidential Information were ordered to do so, by any governmental, judicial or quasi-judicial authority; provided however, that the Intern 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.
- 5.6. The Intern shall return to the Company or to its nominees Company's Information, including copies thereof, made directly or indirectly by the Intern or in the Intern's possession, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any material containing or disclosing any Company's Information which is in the Intern's direct or indirect possession, power and control as and when called upon by the Company and upon termination, not later than the Termination Date or at the option of the Company, as the case may be, destroy the same and will not directly or indirectly make or retain any copies of such Company's Information. Until such time as all such Company's Information is returned or

destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Intern. Further, the Intern shall compensate the Company for any misuse or damage to the Company's Information of the Company. On termination of Internship the Intern shall certify that the Intern has complied with the obligations imposed under this clause.

- 5.7. The Intern understands that access to Company's Information, is only on a "need to know basis". The Intern understands that he/she is not permitted to access any Company's Information, unless the same directly relates to the work being performed by the Intern, and the Intern agrees that he/she will not access any Company's Information other than those necessary to perform the Intern's duties. The Intern understands that accessing Company's Information that does not directly relate to the work required to be performed by the Intern may, at the sole option of the Company, result in disciplinary action, up to and including immediate termination of Internship. The Intern also understands and agrees that sharing passwords, using another Intern's password, or allowing someone to use a password that has been designated solely as the password of the Intern, may, at the sole option of the Company, result in disciplinary action up to and including immediate termination. The Intern also understands that the Company may monitor and review which Company's Information the Intern has been accessing at any time without prior notice to the Intern.
- 5.8. During the term of Internship, the Intern will not improperly use or disclose any confidential information, if any, of any former employer or any other person to whom the Intern has an obligation of confidentiality, and the Intern will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Intern has an obligation of confidentiality, unless consented to in writing by such former employer or person.
- 5.9. During the term of this Agreement and thereafter, the Intern shall not disclose in any public document that can be viewed by others, description or details of a specific project that the Intern is/was working on or has knowledge of.
- 5.10. This Clause 5 and all its clauses will survive in perpetuity, even after the termination of this Agreement

6. INTELLECTUAL PROPERTY

- 6.1. Acknowledgment: The Intern acknowledges and agrees that the Intern's Contribution as well as any portion thereof shall be the sole property of the Company from date of creation thereof.
- 6.2. Disclosure: During the term of the Intern's Internship, the Intern agrees to maintain adequate and current records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company.
- 6.3. The Intern agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Intern's Contribution, however and whenever produced (whether by Intern or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Company upon its creation and any copies thereof returned to the Company upon termination of Intern's Internship for any reason.
- 6.4. The Intern agrees that the exclusive ownership of all content and/or part of Intern's Contribution shall be automatically and irrevocably transferred to the Company from date of creation. The Intern explicitly waives all moral rights in the Intern's Contribution.
- 6.5. Assignment: The Intern hereby irrevocably, absolutely and perpetually assigns to the Company worldwide rights in respect of all of the Intern's right, title, and interest, including IPRs, in respect of the Intern's Contribution, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term.
- 6.6. During and after the term of the Intern's Internship by the Company, the Intern shall and undertakes to assist the Company, at the Company's expense, in every proper way to (i) secure and maintain the Company's rights hereunder and to carry out the intent of this Agreement and for vesting the Company with full title of Intern's Contribution and all rights, titles and interest including IPR therein; (ii) to apply and prosecute registration applications in respect of IPRs relating to Intellectual Property and the Intern's Contribution for the Company's benefit, in any and all countries; (iii) sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes.
- 6.7. Power of Attorney: Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any IPRs, due to any cause, the Intern hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Intern's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of IPRs or protection in respect of the Intern's Contribution, with the same force and effect as if executed and delivered by the Intern.
- 6.8. If, in the course of the Intern's Internship with the Company, the Intern incorporates Intellectual Property into the Company's product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Intellectual Property.
- 6.9. The Intern hereby recognizes that Intellectual Property similar to the Business and substantially relating to the activities while

working for the Company and conceived or made by the Intern, alone or jointly, within one (1) year from the Termination Date shall have been conceived in significant part while engaged by the Company. Accordingly, the Intern agrees that such Intellectual Property shall be presumed to have been conceived during Intern's Internship with the Company and shall be assigned to the Company, unless the Intern establishes to the contrary.

7. NON-SOLICITATION AND NON-COMPETE

- 7.1. The Intern hereby agrees and undertakes that during the term of the Internship with the Company and for a period of two (2) years following the Termination Date, the Intern shall not, directly or indirectly, either as an individual on his own account or as a partner, consultant, intern, Intern, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):
 - 7.1.1. Solicit Internship or Internship of or advise any of the Group's existing Interns or Interns or any person who was employed by the Group within six months prior to such solicitation or any person or organization providing services to or through Group to terminate his or her contract or relationship with the Group and/or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or
 - 7.1.2. Contact any of the Clients of the Company to entice such Clients away from the Group or to damage in any way their business relationship with the Group or for the provision of substantially the same services provided to such Clients by the Group; or
 - 7.1.3. Solicit or undertake Internship or consultancy with any Client or any organization where the Intern has been taken or sent for training, deputation or secondment or professional work by the Company; or
- 7.2. The Intern hereby agrees and undertakes that during the term of the Internship with the Company and for a period of one (1) year following the Termination Date, the Intern shall not, directly or indirectly:
 - 7.2.1. Enter the Internship of, or consult, or render any services to, a business, that is similar to or competes with any Business or Business Unit whose tasks, work, projects, duties, are performed by the Intern, during the term of this Agreement
 - 7.2.2. Enter the Internship of, or consult, or render any services to Persons as mentioned in **ANNEXURE 3**, and any of their Related Party. This list may be amended by the Company from time to time through an announcement sent via the Company's regular announcement channels.
- 7.3. It is agreed by and between the Parties that the Internship with the Company and the compensation payable under this Agreement as per the Engagement Letter has been arrived at based on this clause and are sufficient consideration for this Clause.
- 7.4. The Intern hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause 7 are reasonable and fair and will not preclude the Intern from earning a livelihood, nor will they unreasonably impose limitations on the Intern's ability to earn a living. In addition, the Intern agrees and acknowledges that the potential harm to the Company of the non-enforcement of this Clause 7 outweighs any potential harm to the Intern by this Agreement and has given careful consideration to the restraints imposed upon the Intern by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of Company's Information, Confidential Information and Intellectual Property of the Group now existing or to be developed in the future. The Intern expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.
- 7.5. It is expressly understood and agreed by the Parties that although the Intern and the Company consider the restrictions contained in this Clause 7 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Intern, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.
- 7.6. For all purposes of this Clause 7, the Company shall be construed to include the Company and its Affiliates.

8. COMMISSION AND REFERRAL FEE

- 8.1. During the course of Internship, the Intern will make acquaintance with several other Interns and consultants of the Group. If the Intern during or post his/her Internship recruits or refers directly or indirectly such other Intern and / or consultant to be recruited by any other organisation, then the Intern agrees to pay a referral fee to the Company which is equal to 40% of the solicited individual's annual income prior to joining such other company.
- 8.2. Further the Intern may also learn of, be introduced to or interact with the Clients of the Group. If the Intern during his/her

engagement or for a period of two (2) years following the Termination Date with the Company, does Business directly or indirectly, or facilitates Business of any other organisation with such Clients, then the Intern agrees to pay commission to the Company to the tune of 10% of the profits generated directly or indirectly by such business.

- 8.3. In the event the Company is of the opinion that the Intern during or after the Internship is carrying on the activities as is provided in this clause without payment of any referral fee /compensation, the Company shall be entitled to procure from appropriate court of law/ suit /order/ injunction and or other relief that may be permitted.
- 8.4. This Clause 8 shall survive and remain effective post termination of this Agreement.

9. TERMINATION OF INTERNSHIP

- 9.1. **Termination by either Party:** Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party. The termination would be effective after the applicable Notice Period as per the Company's Policies and Procedures from the date of the receipt (by the other Party) of such notice or as determined by the Company at the time of resignation. Alternatively, the Company may terminate the Intern's Internship with immediate effect, upon giving the Intern Notice Period's compensation in lieu of notice or pro-rated compensation for the balance Notice Period in case the Intern has been permitted to work during the Notice Period. In relation to this clause, "Termination Date" means the date on which the Notice Period expires or the date on which the Intern is asked to discontinue service, whichever is earlier.
- 9.2. **Termination by Company due to Intern's misconduct:** Notwithstanding anything mentioned in above Clause 9.1, the Company may terminate Intern's Internship under this Agreement, with immediate effect by a notice in writing (without compensation in lieu of notice), in the event of Intern's misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property, or insubordination or failure to comply with the directions given to the Intern by persons so authorised, or the Intern's insolvency or conviction for any offence involving moral turpitude, or breach by Intern of any terms of this Agreement or the Company's Policies and Procedures or other documents or directions of Company, or irregularity in attendance, or his/her unauthorized or unapproved absence from the place of work for more than seven (7) consecutive working days, or going on or abetting a strike in contravention of any law for the time being in force, or the Intern conducting himself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients. In this case "Termination Date" means the date of the notice.
- 9.3. **Termination upon returning from a Business Trip:** The Company may send the Intern on business trips, marketing trips, assignments, conferences, meetings and discussions. Notwithstanding anything to the contrary, the Intern expressly agrees that in case of termination of this Agreement by the Intern in the 90 day period following such a trip, the Intern's Notice Period may be the greater of the applicable Notice Period and 90 days from the last date of attendance of such business trips, marketing trips, assignments, conferences, meetings and discussions. The Intern acknowledges that such a Notice Period is only reasonable to enable the Intern to serve and complete any and all business contacts, relations, transactions initiated and / or developed by the Intern on behalf of the Company during the course of such business trips, marketing trips, assignments, conferences, meetings and discussions.
- 9.4. **Termination upon Total Permanent Disability or Death of Intern:** This Agreement shall terminate upon Intern's total permanent disability, or death.
- 9.5. The Parties hereby agree that if the termination is found to be wrongful by an appropriate Court in India, based on a non-appealable order, the maximum liability of Company shall not exceed Intern's one (1) month's compensation and statutory benefits for every year of service, in case the Company does not reinstate the Intern.

10. INDEBTEDNESS

If, during the Intern's Internship under this Agreement, the Intern becomes indebted to the Company for any reason, Company may, if it so elects, set off any sum due to the Company from the Intern against the compensation payable to the Intern and collect any remaining balance from him.

11. NOTICES

- 11.1. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) or by electronic mail to the Parties at the following addresses:

If to the company:
 Attention: Managing Director
 Address:
 AdBox Software Pvt. Ltd
 #168, 3rd Cross road, near 13th Main,
 Koramangla 4th Block,
 Bangalore - 560034

If to the Intern: Attention: -Pratik Yuvraj Yawalkar-

Address: -33, Ingle Layout, Trimurti Nagar, Nagpur-440022 -

Email: -pratikyawalkar5263@gmail.com-

- 11.2. All such notices, requests and other communications will (i) if delivered personally to the address as provided in the above Clause 11.1, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided in the above Clause 11.1, be deemed given upon receipt, and (iii) if delivered by mail in the manner described above to the address as provided in the above Clause 11.1, (iv) if delivered by electronic mail in the manner described above to the email address as provided in the above Clause 11.1, be deemed given upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice, request or other communication is to be delivered pursuant to Clause 11. The Company and the Intern from time to time may change its address, facsimile number or other information for the purpose of notices to that Party by giving notice specifying such change to the other party hereto.

- 11.3. Any change in the address of either the Company or the Intern shall be notified to the other Party in the same manner mentioned hereinabove.

12. WAIVER

No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

13. INDEPENDENT CONTRIBUTOR.

- 13.1. Method of Provision of Services: Intern shall be solely responsible for performing the services under this Agreement. Intern shall not under any circumstance, employ or engage the service of any person, either directly or indirectly, to perform the services required under this Agreement.

- 13.2. No Authority to Bind Company: The Intern has no authority to enter into contracts, either directly or indirectly, that bind the Company or create obligations on part of the Company without the prior written authorization of the Company.

14. ACKNOWLEDGEMENT

The Intern agrees, recognizes and acknowledges that:

- 14.1. he/she has been provided with a copy of this Agreement for review prior to signing it, that he/she has reviewed it and that he understands the terms, purposes and effects of this Agreement, and that he/she has signed the same only after having had the opportunity to seek clarifications; that he/she has been given a signed copy of this Agreement for his/her own records; he/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her. He/she has executed this Agreement of his/her own free will and without relying upon any statements made by the Company or any of its representatives, agents or Interns. This Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- 14.2. if he/she violates any of the terms of this Agreement, the Company will suffer irreparable injury and damages the amount of which cannot be adequately measured in monetary terms and that an adequate remedy at law will not exist;
- 14.3. in view of the above, the Company shall be entitled to injunctive relief, in addition to any other remedy available at law or in equity, in the event he/she violates any of the terms or conditions of this Agreement.

15. AUTHORISATION TO NOTIFY NEW EMPLOYER

In the event of termination of the Internship of the Intern, the Intern hereby grants consent to the Company to notify any new employer of the Intern about the obligations of the Intern under this Agreement.

16. DISPUTE RESOLUTION

- 16.1. The Company and the Intern hereby agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion.
- 16.2. If within fifteen (15) days of the commencement of the discussions the dispute is not resolved, either Party must, refer the same to arbitration, conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or the provisions of the law in the country where the Intern is employed at the time of such dispute or is domiciled
- 16.3. There shall be one arbitrator nominated jointly by the Parties, failing which there shall be three (3) arbitrators, one each nominated by the Company and the Intern and the other chosen by the two (2) arbitrators so nominated (who shall be persons

of professional repute and who are not directly or indirectly connected with the parties) whose appointment shall be agreed between the parties within seven (7) days of the service of an arbitration notice;

- 16.4. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a Court of Law. All hearings shall be held in Bangalore or in the country where the Intern is employed or domiciled at the time of the dispute and the language of the arbitration shall be in English.
- 16.5. Notwithstanding the aforesaid provisions of this Agreement, in the event of any breach or apprehended breach by the Intern of the provisions of this Agreement, the Company shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to arbitration.


17. MISCELLANEOUS

- 17.1. **Entire Agreement:** The terms of this Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Company and the Intern including, but not limited to, any representations made during the Intern's interview(s) or relocation negotiations, whether written or oral. This Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. Any subsequent change or changes in the Intern's duties, salary or compensation will not affect the validity or scope of this Agreement.
- 17.2. **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in accordance with the provisions of this Agreement, or made in writing and signed or initialed by all signatories to this Agreement.
- 17.3. **Survival:** Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination, including but not limited to Sections 1, 5, 6, 7, 8, 10, 12, 14, 15, 16, 17.
- 17.3.1. The Intern represents and warrants that the Intern is subject to no contractual restriction or obligation that will in any way limit the Intern's activities on behalf of the Company or prevent the Intern from performing all or any of the obligations, terms and conditions of this Agreement.
- 17.3.2. The Intern represents and warrants that he will not execute any instrument or grant or transfer any rights, titles and interests inconsistent with the terms and conditions of this Agreement.
- 17.4. **Assignment:** The Intern acknowledges and agrees that the Company may assign any of its rights under this Agreement to any Person or entity. This Agreement is not assignable by the Intern.
- 17.5. **Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India or the laws of the country where the Intern is employed or is domiciled, in relation to any legal action or proceedings to enforce this Agreement. The choice of governing law for the Agreement shall be at the sole discretion of the Company. Subject to arbitration, the Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bangalore or the courts of the country where the Intern is employed or domiciled at the time of the suit and waives any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
- 17.6. **Severability:** If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
- 17.7. **Force Majeure:** Neither the Company nor the Intern shall be liable nor responsible for any damages in any manner whatsoever for any failure or delay to perform or fulfill any of their obligations under this Agreement when such failure or delay is due to fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, storm, acts of God, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the Government, regulatory authority acts beyond the control of the Company and/or the Intern, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence, Provided that such Party gives prompt written notice of such condition to the other Party and resumes performance of the obligations as soon as possible.
- 17.8. **Parties To Act With Due Diligence And In Good Faith:** The Company and the Intern hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

COMPANY

INTERN



Sign: _____
Name: Akshay Surve

Sign: _____
Name: -Pratik Yuvraj Yawalkar-

Stamp/Seal:

Present Address:

Permanent Address:

-33, Ingle Layout, Trimurti Nagar, Nagpur-440022 -

Witnesses:

1.

2.

Yuvraj Yawalkar, 33, Ingle Layout, Trimurti Nagar, Nagpur-440022 Vaishali Yawalkar, 33, Ingle Layout, Trimurti Nagar, Nagpur-440022

Name & Address

Name & Address