

September 13, 2024

Indranil Bain Mondalpara Matuyadham, Chand Para Bazar, Gaighata, North 24 Parganas, West Bengal - 743245

## **OFFER OF TRAINEESHIP**

Dear Indranil,

Thank you for your interest in i3 Digital Health Private Limited. We are pleased to offer you a 3-months traineeship programme as **Data Engineer Trainee** in our company from **September 20, 2024 to December 20, 2024**. During the period, you will be a part of the Engineering, Data Science and AI team and will report to a team lead. The location of your traineeship is primarily remote and you have the flexibility to work from home.

During this period, you will be a part of the i3 Digital Health Traineeship Program where you will be given the opportunity to apply your current skills and knowledge and to learn and develop new skills. You are expected to commit to the deliverables and their completion as per the quality satisfaction of the company. We will provide a certificate on successful completion of the training programme. During your traineeship, we will regularly conduct reviews to assess your performance and provide you feedback. Based on your performance and deliverables, we may offer you a performance based merit scholarship.

The traineeship can be terminated by either side at any time without giving any reason by giving a notice of 3 days. During this period, you may have access to the company's confidential information. You agree that you will keep all the information confidential and will not divulge to a third party directly or indirectly any information about the company and its partners either during your association with the company or after its termination unless agreed in writing. Please refer to the confidentiality and non-disclosure agreement in the annexure to the offer letter. You shall also abide by the policies and procedures of the company.

The offer is valid subject to submission of required documents and background verification. Please feel free to contact us by email or phone, should you need any clarification. We eagerly look forward to having you on our team.

Yours sincerely,

Shikha Singh

**Co-Founder & CTO** 

I, Indranil Bain, accept the above offer.

13.09.24

Signature and Date



## **Annexure A: Confidentiality and Non-Disclosure Agreement**

Definitions: Confidential Information & Proprietary Developments

- a. Confidential Information: The Confidential Information includes, but not be limited to, documents, records, information and data (whether verbal, electronic or written); all works of authorship, drawings, sketches, designs flow-charts; pseudocodes, algorithms, prototypes, software codes, technical procedures; scientific data compilations, studies, samples, formulas, methodologies, formulations, data analytics and experimental results; product developments plans, prototypes, product developments, patent applications, know-how, specifications and other business information, schedules, marketing plans, relating to the Company's business, assets, operations or contracts, furnished to the Trainee. Confidential Information also includes any and all work products, studies and other material prepared by or in the possession or control of the Trainee, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Confidential Information includes all 'Proprietary Developments' as described next.
- b. Proprietary Developments: It includes all inventions and discoveries (whether or not patentable), works of authorship, mask works, improvements, data, pseudo-codes, algorithms, processes, computer programs and software that are conceived or made by the Trainee alone or with others while the Trainee is employed by the Company and that relate to the research and development or the business of the Company, or that result from work performed by the Trainee the Company, or that are developed, in whole or in part, using the Company's facilities, data, platforms, infrastructure, or trade secrets information are the sole property of the Company, and the Trainee hereby assigns and transfers all rights in such Proprietary Developments to the Company. The Trainee also agrees that any works of authorship created by the Trainee shall be deemed to be "Works made for Hire."
- 2. The Trainee shall not divulge to a Third Party directly or indirectly any such Confidential Information either during their traineeship agreement or after leaving the Company or after its termination unless agreed in writing with the Company.
- 3. The Trainee agrees for all Proprietary Developments:
  - a. to disclose them promptly to the Company
  - b. to sign any assignment document to formally perfect and confirm the Trainee's assignment of title to the Company
  - c. to execute any other documents deemed necessary by the Company to obtain patents, copyrights, mask works and/or trade secrets protection in all countries, in the Company's name, and at the Company's expense
  - d. to not destroy, delete, or alter the work product, trade secrets or Confidential Information without the Company's consent.
  - e. Upon the Trainee's resignation or termination (i) the Trainee should promptly hand over to the Company all the work produced by them during their traineeship including Confidential Information, and (ii) the Trainee should delete all such

## i3 Digital Health Private Limited



- information, including copies existing in any form in their personal devices, and confirm the same in writing to the Company, and (iii) the Company has the right to retain such information.
- f. The Trainee understands that the Company may delegate these rights; the Trainee agrees that, if requested, the Trainee's disclosure, assignment, execution, and cooperation duties will be provided to the entity designated by the Company.
- g. The Trainee acknowledges and agrees that all work product developed during the engagement shall be the sole property of the Company and will use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after the Trainee's engagement with the Company.
- 4. All disputes arising out of this agreement shall be subject to the jurisdiction of courts in Bangalore, Karnataka.

I accept the above terms and conditions.

	Indicanil Rain
Sign: _	
Name:	Indranil Bain

Date: \_\_\_\_\_13.09.2024