

Contract of Internship

between

audio content & control GmbH
Münsterstraße 246
40470 Düsseldorf
Germany

- hereinafter referred to as Employer -

and

Prashanth Urwa
resident at xxx

- hereinafter referred to as Intern –

§ 1 Beginning of internship

The Employer provides an internship to the intern for the duration of 12 months. The internship shall start latest December 2020.

This internship contract is void if the internship is not possible due to legal reasons (No visa possible, or similar).

§ 2 Job and scope of tasks

(1) The Intern shall be employed as a Software Developer Intern.

- (2) He hereby undertakes an obligation to also perform other reasonable work compatible with his previous knowledge and skills, which do not involve a reduction in pay.
- (3) The Intern shall perform his work at the main office of the Employer, unless otherwise agreed with the superior. The Employer shall cover the costs for the incoming and outgoing flight.

§ 3 Working time

- (1) The regular weekly working time shall be 40 hours.
- (2) The beginning and end of the working time shall depend on the allocation of operations.
- (3) The Employer may order short-time working if the prerequisites for granting short-time work unemployment benefits are fulfilled; in doing so a term of notice of two weeks must be observed.
- (4) If required, upon being ordered by the Employer, the Employee shall be obligated to perform more work than the agreed weekly working time. However, a right to time off as compensation for this shall only be granted for specifically decreed overtime work, while other overtime hours shall be deemed as covered by the gross salary. As a matter of principle ordered overtime hours shall be compensated by time off in the ratio of 1:1, taking into consideration the respective operational requirements and the wishes of the Employee.

§ 4 Remuneration

- (1) The Intern shall receive a gross monthly salary of 2,800 euros.
- (2) The remuneration shall be due at the end of the respective month and shall be transferred to the account stipulated by the intern to the Employer.
- (3) Within 14 days after entering into this Internship Contract the intern shall stipulate to the Employer an account onto which the remuneration may be transferred.
- (4) In the case of temporary inability to work in the sense of Section 616 of the German Civil Code (BGB) as well as the granting of time off to look for a job in the sense of Section 629 of the German Civil Code (BGB) the intern shall not have any rights to remuneration vis-à-vis the Employer.

§ 5 Termination

- (1) Before the beginning of this Contract of Internship ordinary notice of termination shall be ruled out.
- (2) This Contract of Internship may be terminated within the first 3 months by the Employer without giving reasons (probationary period). The notice period for this is 14 days.
- (3) Furthermore, this Contract of Internship may be terminated through ordinary notification of termination with the statutory notice period. Insofar as statutory regulations envisage longer terms of notification, these shall apply to both parties.

- (3) In the event of the termination of this Contract of Internship the Employer shall be entitled to release the intern from the working performance with continued payment of the salary and setting off any existing rights to holidays.

§ 6 Remuneration attachment and assignment

- (1) The assignment and attachment of remuneration rights to third parties shall only be possible with the Employer's approval.

§ 7 Inability to work

- (1) The Intern must immediately notify the Employer regarding every case of inability to work and its expected duration. Upon request the reasons for the inability to work must be reported.
- (2) In the case of illness, the intern must present a medical certificate on the inability to work and its expected duration before the end of the third calendar day after the beginning of the inability to work, insofar as no other regulation was agreed.
- (3) If the inability to work lasts longer than notified and stipulated in the medical certificate, clauses 1 and 2 shall accordingly apply.

§ 8 Continuation of remuneration

The continuation of payment shall be based on the respective applicable statutory regulations.

- (1) When the Intern is prevented from work due to incapacity to work, without being guilty, he shall be entitled to continued remuneration on the part of the employer for the period of incapacity to work for up to six weeks.
- (2) In case that the working time is lost because of public holiday, the employer shall pay the intern the remuneration he would have received without the loss of work.
- (3) The Intern who is absent from work on the last working day before or on the first working day after holidays are not entitled to any payment for these holidays.

§ 9 Holidays

- (1) The Intern acquires a leave entitlement of 2 working days per months. These can be requested in writing upon application during the internship.
- (2) The Intern shall only be entitled to take holidays if he has previously submitted a written application for holidays, which has been approved in writing by the management.
- (3) The holiday year shall be the calendar year. As a matter of principle holidays must be taken during the holiday year. 10 days of the entitled holidays may be taken until March of the following year. The holiday entitlement shall expire completely at the end of March the following year.
- (4) In the case of company holidays the corresponding part of the holidays must be taken during this period. The Employer shall inform the intern about this in good time.

- (5) In the case of the beginning or ending of the internship during the course of the calendar year, holidays shall be granted on the basis of the proportional amount of time worked. Otherwise the statutory regulations shall apply.

§ 10 Use of the Internet and telephone

- (1) The use of company telecommunication systems (in particular Internet, fixed-line network telephone and mobile telephone) as well as the sending of emails may only be used exclusively for working purposes. Private use shall only be allowed with the approval of the Employer.
- (2) The Employer shall be entitled to store all records of emails, Internet and telephone usage in compliance with the regulations of the data protection law.

§ 11 Confidentiality obligation

- (1) The Intern hereby undertakes an obligation to maintain confidentiality regarding all confidential matters and processes which he gains knowledge of within the framework of his work, and this shall also continue to apply after he is no longer employed.
- (2) The obligation to maintain confidentiality shall also apply to matters concerning other companies with which the company is economically or organisationally connected.

§ 12 Advances and loans

In the case of the termination of this Contract of Internship advances and loans shall be due because of the remaining amount still due, without any consideration of the agreements concluded when the respective commitment was made. This shall not apply if the Employer terminated the Contract of Internship because of company operational reasons or the intern has terminated the Contract for a reason justifying an extraordinary termination and has previously accordingly notified the Employer.

§ 13 Limitation period

Claims of the intern and the Employer on the basis of this Contract of Internship shall expire if they are not enforced in writing at the latest within 3 months after they become due.

§ 14 Ancillary agreements and amendments to this Contract

- (1) Amendments, supplementations and ancillary agreements must be made in writing to be legally effective; this shall also apply to the cancellation of the requirement for the written form.
- (2) Should individual provisions of this Contract be or become legally ineffective, this shall not affect the other provisions of this Contract.
- (3) The Intern hereby undertakes an obligation to immediately notify the Employer regarding changes of personal relationships.



Düsseldorf, on April 7th, 2019

_____, on _____

Signature of Employer

Signature of Intern