

INTERNSHIP AGREEMENT

BY AND BETWEEN

NeuroLingua

(“Company”)

AND

(“Intern”)

INTERNSHIP AGREEMENT

This Internship Agreement (hereinafter referred to as "**Agreement**") is made and entered into on (hereinafter referred to as "**Effective Date**").

BY AND BETWEEN

"NeuroLingua," an online teaching platform, incorporated as a Partnership firm, registered under the Indian Partnership Act of 1932, having its registered office at Neuro Education Research Institute, Road No -7, Near Vidya Mnadir High School, Vidyanagr, Seringampally, Rangareddy District, Telangana, 500050 (hereinafter referred to as **"Company"**),

AND

(Hereinafter referred to as **"Intern"**).

Each of the parties mentioned above is collectively referred to as the **'Parties'** and

individually as a **'Party.'** **WHEREAS:**

the Intern desires a Front-end development internship to gain practical knowledge, valuable insight, and industry experience; and the Company is willing to grant the Intern an internship and seeks to obtain the benefit of the service of the Intern;

This **Agreement** describes the **terms and conditions** under which the **Company** will provide the Internship to the **Intern**.

NOW, THEREFORE,

in consideration of the mutual covenants, promises, assurances, representations, and provisions set forth herein, the Parties hereto agree as follows:

1. Term

This Agreement shall last from _____ **to**

2. Internship Position Title and Reporting Relationship

The Internship position title is _____ and the Intern will report to Venkat Kamatam, Founder, NeuroLingua and any person(s) nominated by him to act on his behalf. The Company may make changes in the Intern's reporting structure and job description at any time.

3. Work Location, Transportation, and Expenses

The intern will be working remotely throughout the course of this internship. Therefore, the Company has no monetary and legal liability with regard to transportation, internet and all other expenses incurred by the intern.

4. Duties and Responsibilities/Job Description

The intern shall be required to dedicate 6 hours day from Monday to Saturday to the internship. The first two weeks of the intern's tenure at the Company shall be a probationary period, during which the work done by the intern will be observed by the Company. The remainder of the intern's tenure will be confirmed only after the completion of the probationary period. There will be no official communication if intern is eligible to continue their internship after the probationary period, however, in the event that the Company notices the intern's work to be unsatisfactory and decides against extending the internship, a letter of termination shall be sent.

The intern will be responsible for the completion of all tasks mentioned below, and all additional duties and responsibilities within the nature of the intern's role, assigned by the company.

- 1 Building reusable components and front-end tools using ReactJS
2. Translating designs and wireframes into code of good quality
3. Writing front-end application code using ReactJS, Redux, Axios to integrate with REST APIs for SPA
4. Participating in daily calls and meetings to keep your manager and colleagues updated on your progress

5. Stipend and Taxation

A stipend of Rs. per month will be credited to the bank account provided by the intern subject to deductions required by law or authorized by the Intern, paid by the Company's payroll schedule. All applicable taxes on stipend would be as per subsisting governmental laws of India and shall be borne and paid entirely by the Intern. The Intern will continue to be responsible for the filing and accuracy of all required tax returns in India.

6. Termination

The Company may terminate the Internship Agreement, which will bring the internship to an end, without any prior written or verbal notice or without showing a cause to the Intern; however, the Intern must give fifteen (15) days prior written notice to the Company to terminate the Agreement.

7. Work-related Communications

The Intern's routine communications to the Company regarding the Internship work must be through the platform(s) prescribed by the Company and its authorized representatives.

8. Company Property

The Intern will always maintain in perfect condition, the Company's physical and intellectual property, which may be entrusted to the Intern for official use during this Agreement and shall return all such property to the Company on the completion or termination of this Agreement, for any reason, failing which the monetary cost of the same will be recovered from the Intern by the Company.

9. Non-Disclosure of Confidentiality

The Intern agrees that he/she will not disclose to Third Party or Parties (it is referred to as a "Third Party" is someone other than the two parties involved in this Agreement (the Company and the Intern). It may be, but without limitation, an individual, a company, or an organization, or a firm) any information belonging to the Company provided to the Intern by the Company before, during, and

after the execution of this Agreement. All such information belonging to the Company and provided to the Intern shall be considered Confidential Information. Confidential Information includes all the information concerning the business of the Company and in particular but without limitation, letters of intent, agreements, contracts, distribution lists, customer, client or supplier lists, business plan or finance documents, financing agreements, financial information, marketing plans or strategies, product or technical information, personnel information, inventions, ideas, research data, concepts, designs, improvements or other developments. All information provided by the Company to the Intern

shall be considered confidential even if it is not conspicuously marked as confidential. Confidential information is a valuable asset of the Company, and the unauthorized use or disclosure of Confidential Information may cause severe harm to the Company's economic interests. The Company operates on a zero-tolerance principle concerning any breach of data security guidelines. At the internship completion, the Intern is expected to hand over all the Company work/data stored on his/her personal

computer to the Company and delete the same from his/her machine. The Company reserves the right to take disciplinary action, up to and including termination, for violations of this Agreement in addition to pursuing civil or criminal penalties.

10. Ownership of Works and Inventions/Intellectual Property

The Intern agrees that the Company will have exclusive ownership in all ideas, works, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets, and other intellectual property, including all expressions of such intellectual property in tangible form, which are used in or relate to the Company's business and which the Intern conceived of or made for the Company or its subsidiaries or affiliates before, during and after this Agreement with the Company (together, "Inventions") and the Intern will promptly disclose the Inventions to the Company in writing. This will be the case, whether or not an Invention is: (i) capable of being protected by copyright, patent, industrial design, trademark, or other similar legal protection, (ii) conceived or made by the Intern before, during, and after this Agreement, or (iii) conceived or made by the Intern alone or jointly with others. The Intern agrees that any content provided to him/her by the Company in order to perform his/her Duties and Responsibilities, including but not limited to, images, videos and text, copyrights, or trademarks, is and will remain solely owned by the Company. The Intern agrees that any content provided by the Intern to the Company in the course of performing the Intern's Duties and Responsibilities, including but not limited to, images, videos and text, copyrights, or trademarks, is solely and legally owned by the Intern. However, the Intern grants the Company a nonexclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content connected with the Intern's Duties and Responsibilities. Any materials developed by the Company, making use of the content, remain the sole property of the Company. Any work product the Intern may create during the course of this Agreement remains the sole property of the Company.

11. Representations and Warranties

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon any third-party's rights or violate any other agreement between the Parties, individually, and any other person, organization, or business, or any law or governmental regulation. The Intern further represents that he is duly authorized to work in India and is of legal age to work.

12. Indemnity

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable

legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying Party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party

13. Limitation of Liability

Under no circumstances shall either Party be liable to other Party or any Third Party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.

14. Exclusivity Covenant

During the term of the Internship with the Company, The Intern shall, to the best of his/her ability, diligently and faithfully devote all of his/her working/business time, attention, energies, and abilities exclusively to the business and operation of the Company and the performance of his/her duties and responsibilities under this Agreement. The Intern may not directly or indirectly engage in any activity competitive with the Company's business interests. The Intern shall neither directly nor indirectly render his/her services to Third Party or Parties (It is referred to as a "Third Party" is someone other than the two parties involved in this Agreement (the Company and the Intern). It may be, but without limitation, an individual, a company, an organization, or a firm) either with or without compensation. In the event of a breach of this condition, this Internship Agreement is liable to be terminated forthwith by the Company. In addition, the Intern shall be liable to pay liquidated damages to the Company of an extent estimated by the Company.

15. Non-Compete Covenant

During the entire term of the Internship and six (6) months post-termination of this Internship, for any reason, the Intern shall be under an obligation to not to join directly or indirectly as an employee, shareholder, director, stakeholder, vendor, consultant, advisor, or enter into any arrangement or Agreement having direct and indirect involvement of the Intern with the competing company, or its affiliates, indirect holding, subsidiary, Joint venture, group company having a direct competition with the Company or having similar business or involved in the same business being done by the Company.

In addition, the Intern will not do anything to compete with the Company's present or future business efforts. The Intern will not plan or organize any competitive business activity or enter into an agreement that conflicts with his/her duties to the Company. The Intern must

adhere to this covenant during the Internship at the Company and for up to six (6) months post-termination of this Internship, for any reason.

16. Non-solicit Covenant

Customers and Suppliers:

The Intern shall not, during his/her Internship or the twelve (12) month period following the cessation of his/her Internship, directly or indirectly solicit business from any customer or prospective customer of the Company known to him/her during his/her Internship with the Company. Nor shall The Intern, during the same twelve (12) month period, directly or indirectly interfere with, compromise, or adversely affect the relationship between the Company and any of its suppliers or customers. The terms "customer" or "supplier" shall mean a customer or supplier doing business with the Company during his/her Internship or a prospective customer of the Company during his/her Internship.

Employees and Interns:

The Intern shall not, during his/her Internship or within twelve (12) month period following the cessation of his/her Internship, directly or indirectly on his/her behalf or on behalf of any other person, attempt to solicit the services of any individual who is an employee, or Intern of, or a service provider to, the Company, or encourage any individual to leave his/her employment or Internship with or cease providing the services to the Company. The Intern agrees that the non-solicitation covenant in this Agreement is fair and reasonable. The Intern also agrees that the breach of these obligations will cause irreparable harm to the Company which cannot be adequately compensated by damages and, therefore, in the event of an actual or threatened breach of any of these provisions by the Intern, the Company reserves the right, without notice and without limiting its right to take disciplinary action, up to and including termination, in addition to pursuing civil or criminal penalties.

17. Borrowing/Accepting Gifts

Without the Company's prior written consent, the Intern must not borrow or accept any money, gifts, reward, or compensation from any employee, customer, supplier or other related party of the Company.

18. Intern Relationship

Nothing in this Agreement shall be construed to create an employer-employee or principal-agent relationship between the Intern and the Company. The Intern does not have the authority to bind the Company in any manner whatsoever.

19. No Partnership between the Company and intern

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

20. Subcontract/Transfer of Rights or Obligations

The Intern agrees that the Company may assign or transfer this Agreement and its rights and obligations in whole or in part to any person or entity. In contrast, The Intern must not assign this Agreement or its rights or obligations in whole or in part to any person or entity.

21. Governing Law and Dispute Resolution

The Agreement is subject to Indian Laws. Accordingly, all disputes shall be subject to the jurisdiction of Rangareddy District and the State of Telangana only. In case of any disagreement or dispute between the Company and the Intern, the said dispute will be resolved in the manner as outlined hereunder. The Company and the Intern shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with this Agreement or regarding the interpretation thereof. If, after thirty (30) days from the commencement of informal negotiations, the Company and the Intern have not been able to resolve the dispute amicably, such differences and disputes shall be referred, at the option of either Party, to Arbitration by a single arbitrator to be

mutually agreed upon between the Parties. In the event of no consensus, the courts of the relevant jurisdiction shall appoint an Arbitrator. Such Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The jurisdiction city of the Arbitration shall be Hyderabad, Telangana, India. The language of the arbitration proceedings shall be English.

22. Severability

The Parties agree that if any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, in whole or in part, that part shall be severed from the remainder of the Agreement, and all other provisions shall continue in full force and effect as valid and enforceable.

23. Official Notices

To serve any notices or communications regarding the termination of the Agreement or other legal matter, both parties shall send the same via electronic mail to the email addresses furnished below.

The Company's Official Detail

The Company's Legal Name: Neurolingua

Email: support@neurolingua.in

The Intern's Personal Details

The Intern's Name:

Email:

24. Entire Agreement

This Agreement constitutes a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers, or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

25. Agreement Acceptance and Signatures

I, Venkat Kamatam, Founder of NeuroLingua, have reviewed, understand, and accept the terms and conditions of this Agreement.

I, _____, have reviewed, understand, and accept this Agreement's terms and conditions and acknowledge that I have had an adequate opportunity to seek and receive independent Third-Party legal advice before accepting the terms and conditions of this Agreement voluntarily.

Agreement Signatures

Venkat Kamatam

Founder, NeuroLingua



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