

16th October 2024

Bengaluru

Sagar Bag
Room no. 2028, Cauvery Hostel, Hostel Zone,
Indian Institute of Technology Madras,
Chennai, Tamil Nadu 600036

Dear Sagar Bag,

We are pleased to confirm your internship with Axonwise Private Limited ("**Sarvam.ai/the Company**") and would like to take this opportunity to welcome you to our esteemed organization. We, at Sarvam.ai, are committed to providing an insightful and engaging learning experience to our interns by providing an accommodating and supportive environment.

Please find the terms and conditions that govern your internship at Sarvam.ai attached hereto.

We look forward to a mutually beneficial and meaningful relationship.

Yours Sincerely,

For and on behalf of **AXONWISE PRIVATE LIMITED**,

Vivek Raghavan
Director
Axonwise Private Limited

TERMS AND CONDITIONS OF INTERNSHIP**1. INTERNSHIP**

- 1.1. Your internship will take place in **Chennai**, India commencing on the 17th of October 2024 till the 17th of January 2025. While there are no fixed work hours, you must be available from **0900 hours to 1700 hours** to complete assigned tasks and are expected to clock in a minimum of **40 hours** per week.
- 1.2. You shall be expected to diligently execute the work plan provided to you, meet the learning objectives outlined and adhere to our policies, including but not limited to our policies pertaining to data protection, prevention of discrimination and harassment, intellectual property protection, confidentiality, information security, code of business conduct and ethics, anti-corruption and bribery and other internal policies and procedures, as applicable.
- 1.3. You acknowledge and agree that this internship is voluntary and shall not be construed as employment in any capacity. There shall be no employer-employee relationship, and this internship does not assure any future employment or any form of engagement between you and the Company.
- 1.4. You are required to remain present during the entire period of your internship program. However, if you are unable to attend due to any extenuating or unavoidable circumstances, you shall provide prior written notice to your coordinator.

2. STIPEND

- 2.1. The Company would pay you **25,000/- per month for the period of internship**. This stipend shall be subject to statutory deductions, if any.

3. CONFIDENTIAL INFORMATION

- 3.1. During the course of your internship, you may be privy to confidential information of the Company and its clients. You shall uphold strict confidentiality and trust when handling such information, including any content that you may have created or gained access to.
- 3.2. All and any Company property that may be received by you or held by you in trust shall be used strictly for the purpose for which it is meant or provided to you.
- 3.3. You shall not copy, reproduce, publish, lecture upon, disclose and/or utilize confidential information in any manner whatsoever, without our prior written consent.

4. DATA PROTECTION

- 4.1. During the course of your internship, you may have access to personal and sensitive data in the possession of the Company and its clients. You agree not to disclose, access, or take any action on such data that would violate any applicable law or regulation in the relevant jurisdiction concerning the data subject.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. If, during your internship or thereafter, you develop or conceive any new advanced methods, inventions, designs, improvements, or processes/systems related to the Company's operations, using the information, infrastructure, or resources provided by the Company, you agree to promptly communicate all such developments to the Company. All rights, title, and interest in these developments shall automatically vest in the Company upon creation. In the event that they do not automatically vest, you hereby assign these rights to the Company, perpetually and worldwide, relinquishing any retained rights. This assignment does not lapse, regardless of whether the Company utilizes the development. You agree to execute any documents or procedures required by the Company to perfect its rights, and upon your failure to do so, the Company is authorized to act as your attorney for this purpose. Upon vesting or assignment of these rights, the Company is entitled to manage them as it deems fit for the conduct of its business.
- 5.2. Further, you hereby agree to waive any and all moral rights with respect to any such developments, including without limitation any and all rights of identification of authorship and/or rights of approval, restriction or limitation on use of or any subsequent modifications thereto.

6. NON-CIRCUMVENTION & NON-DISPARAGEMENT

- 6.1. You hereby expressly agree that during your internship and for a period of 12 (twelve) months thereafter, you shall not, for any reasons whatsoever:
 - 6.1.1. Make any attempts to circumvent the Company and deal directly with our clients, beneficiaries, agents, associates and other such persons/entities, other than in order to discharge your obligations, if any, hereunder; and
 - 6.1.2. At any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company and/or any of its employees, consultants, agents or clients.

7. INDEMNITY

- 7.1. You shall also indemnify and hold harmless the Company and its agents, from and against all liabilities, claims, damages, suits, proceedings, costs, and expenses whatsoever, that may arise or be caused by your breach of terms and conditions set out herein.

8. GOVERNING LAW AND JURISDICTION.

- 8.1. These terms and conditions of your internship will be governed by the laws of India and the courts in Bangalore, India shall have exclusive jurisdiction.

Yours Sincerely,
For and on behalf of **AXONWISE PRIVATE LIMITED**,

Vivek Raghavan
Director

Agreed, Understood and Accepted
Sagar Bag