# EVOLVINGX SERVICES (OPC) PVT LTD PUNE, INDIA 411028



Date: 25 February, 2021

To,

Ms. Sakshi Walzade

Dr. D. Y. Patil College of Engineering Research & Management, Akurdi, Pune - TE CSE/ENTC

Offer Letter for Internship with EvolvingX Services (OPC) Private Limited

Dear Sakshi Walzade,

Many congratulations! We are happy to extend an opportunity to contribute along with EvolvingX towards various 'Youth Empowerment' initiatives and campaigns through your skills and expertise in various domains (technical & non-technical).

# Key Highlights of the Internship:

- · Duration of the internship: 3-6 months, from the date of letter issued
- DesignationIntern Technology Platform Development & Research
- Overall Skills to be demonstrated: Program/Project Management & Leadership, Stakeholder Management, insights on Entrepreneurship and Employability-Job readiness, Latest technologies & methodologies, Web development, Data analysis, Digital marketing, Life skills and other soft-skills
- EvolvingX will help you build your capacity and context setting before the intervention, whenever required.
- · Mode of operations: Virtual (WFH)/In Person (subjective to the scope of the assignment) at the project locat
- Work hours post on boarding/training: Min. 15 hours per week
- Recommended timings: Monday to Friday Daily 1 hour, Saturday to Sunday 10 hours (flexible, subjective t the scope or timelines of work/assignment)

# Key Responsibilities:

- · Design & implementation of various programs/projects allocated with the utmost diligence & sincerity
- · Coordination with key stakeholders & partners of EvolvingX for the upcoming/ongoing activities & campaigns
- Interaction/Training/Mentoring Youths Champions & participants under the programs
- Website & Technology Portal Development & pertinent activities in collaboration with our Technology Partner Metta Social Technology (\*\*Only only to Interns for Tech Platform)
- Dissemination of various initiatives and activities as per the communication & branding guidelines defined for specific program/project

#### Financial commitments:

- NO FINANCIAL COMMITMENTS FROM EITHER SIDES (YOU & EVOLVINGX) as it's a unpaid internship offer
- However, EvolvingX may give away a token of appreciation/recognition for your contribution in the form of gift-voucher/certificate/trophies/other goods which are considered under the 'gifts' category (inclusive of taxe

We foresee you 'EVOLVING' as an excellent professional, and altruistic individual. We truly believe that your contribution would really create a difference in the lives of people. Looking forward to a great camaraderie to empower youths, society, and our nation at large!

# Conditions of Internship:

- Your appointment is based on the information furnished by you in your profile/CV and all other further declarations & undertakings. Hence, any false statement or information will lead to immediate termination of your internship without notice.
- You hereby warrant that you are not in breach of any other contract with any third party, or restricted in any way in your ability to undertake or perform the duties of your internship. While working with Evolving as an intern, you will not accept any other internship.
- You also warrant that you will be fully responsible for any of the liabilities that may arise as the result of an
  agreement between you and the third party, and that organisation will in no way be concerned with such
  liabilities.
- The organisation reserves the right to carry out reference verifications or background checks, if required, price
  to your joining the organisation or during the course of your internship with our organisation. Arising any of
  issues such as criminal record, fraud, etc. subjective to the potential risk for your reputation and integrity, the
  organisation shall, at its sole discretion be entitled to forthwith termination and/or revoke your appointment
  with the organisation, without further reference in the matter.
- You confirm and represent that there exist no personal circumstances which are likely to affect your ability to
  discharge your obligations in the course of your internship. You further undertake to notify us immediately of
  any material change in personal circumstances that may have impact on the status of your internship includi
  but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where
  the work is to be performed, etc.
- You will required to submit to us, the documents as per the attached Annexure Checklist of joining docume
  mandatorily at the time of reporting for duties. Please note that the organisation reserves the right to not acc
  you onto the roles or after such acceptance, to discharge you from your roles, in case you do not fulfil the
  requirements as specified in the checklist, particularly submission of documents in proof of your qualification
  experience (if any), etc. within a week of joining.

## Intellectual Property Rights (\*\*\* Very Important):

- You acknowledge that any and all intellectual property rights, including, but not limited to patent rights, design rights, copyrights, neighbouring rights, database rights, trademark rights, chip rights, trade name rights, and know-how, ensuring in any territory or jurisdiction, from or connection with the work performed by you under this agreement ("IP Rights") and any discoveries, designs, developments, improvements, inventions (whether not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression, software (whether or not protectable under copyright laws), trade secretes, know-how, ideas (who or not protectable under trade secret laws), trademarks, service marks and trade names (the "innovations"), ensuring any territory or jurisdiction, created in any way pursuant to the activities performed by you for the organisation and/or any of its affiliates and/or any of the organisation's predecessors in title are exclusively vested in and owned by the organisation. However, it is clarified that you will be entitled to claim authorship/inventorship in relation to the IP rights and the innovations.
- To the extent relevant, you hereby irrevocably, perpetually and on a worldwide basis assign to the organisation any and all rights related to the IP Rights and/or Innovations of which the organisation is not already the own on the basis of clause mentioned above (first point under Intellectual Property Rights), including the use and application thereof. You agree that where this assignment (or part thereof) should at any time prove to be leg invalid, you shall at such time assign such rights without imposing any condition thereon to the organisatio by a separate legal instrument.
- Should the organisation deem necessary, you shall sign an instrument and/or any other document at the
  organisation's first request, on the basis of which the rights referred to in the clause above (first point under
  Intellectual Property Rights) will be transferred irrevocably and unconditionally. Should a further instrument w
  be required for the transfer of the rights, or the signature of any document, you will hereby grant the
  organisation and/or its representatives irrevocably and unconditionally power of attorney to draw up and sign

the said instrument and/or other document on your behalf. Furthermore, you agree to perform all acts that the organisation deems necessary or desirable permits and assist the organisation, at its first request and at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the IP and Innovations as assigned irrevocably and unconditionally to the Organisation under this agreement.

#### **Termination Clause**

- Superannuation: Internship with organisation will automatically get terminated, without any notice, at the end of the month in which you attain the age of superannuation, which is 58 years.
- For cause: If you are terminated from the organisation or resign from internship from the organisation upon
  written notice for cause (as defined hereunder), you shall not be eligible for the further compensation, benefit
  severance compensation of any kind, and shall have no further rights or claim to any compensation or benef
  under the internship agreement (if any) or otherwise against the Organisation, from and after the date of suc
  termination. For purposes of this agreement "Cause" shall mean any one or more of the following:
  - 1. Conduct or actions detrimental to the best interests of the organisations or its partners, employees, vendors;
  - 2. Refusal or failure to satisfactorily perform those duties which have been reasonably requested or assigned within the scope of work of the organisation;
  - 3. Misuse of the funds, name, or any credentials of the organisation;
  - 4. Any conduct which violates any federal/state/central or local law; and/or organisation's policies including EvolvingX Code of Conduct & Corporate Governance, in effect at the time;
  - 5. Any conduct involving personal dishonesty, misconduct or breach of fiduciary duty
- For other than "Cause": Either you or the organisation may terminate internship by providing 3 weeks written notice to the either party. In this situation, you have to explicitly communicate whether you are joining a competitor or competition, then the Organisation can decide to -
  - 1. Relieve you from the service immediately and not provide notice period compensation & benefits (if any) as per the agreement or the offer
  - 2. Make an arrangement where you are not attending duties at the workplace but continue to be on the roles of the organisation
  - After your separation from the internship of the Organisation, if it is discovered the you have joined competitor or competition after having falsely committed that you are not going to do so, or have been ambiguous about the same, the Organisation will treat the action as a BREACH OF TRUST.
- You agree to faithfully perform your duties during the 3 weeks of notice period.
- Termination of employment prior to completion of notice period:
  - 1. Should you wish to cease work at any time during the three (3) months period, subject to the conser of the Organisation, you will be only offered the compensation & benefits, if any, through your last date of service.
  - 2. Should the Organisation, as its discretion, want you to leave prior to the completion of the notice period, and therefore waives any portion of the three weeks notice period, it will provide compensat & benefits, if any, through the end of three weeks notice period.
  - 3. Otherwise, there will be no severance obligations with any termination initiated by you
- Your release from the Organisation's services will be subject to the satisfactory handing over of your duties, responsibilities, Organisation documents, Organisation assets, etc. to the relevant parties. The full and final settlement, if any or if subject to the agreement, will be made within 60 days from the last working day of your service.

# Non-disparagement clause

• It is a material condition of this appointment letter, that you shall not make or publish any statement (orally, written or electronically), or instigate, assist or participate in the making of publication of any statement, which

would or could adversely affect or disparage (whether or not such disparagement legally constitutes libel or slander), or expose to hatred, contempt or ridicule the Organisation, any of the respective services, affairs or operations; or any of the Organisation's past or present stakeholders, representatives, agents or dealers. No herein shall prevent you from making or publishing truthful statement:

- 1. When required by law, or a court order;
- 2. In the course of any legal, arbitral or regulatory proceedings;
- 3. To any governmental authority, regulatory agency or self-regulatory organisation;
- 4. In connection with any investigation by the Organisation
- You acknowledge that these obligations under this section are fair and reasonable, and necessary to protect
   - you and the Organisation. You further acknowledge that breach of the obligation is likely to cause severe a
   potentially irreparable damage to the Organisation, which may not be adequately compensated in terms of
   money and accordingly the Organisation shall be entitled to obtain injunctive relief from an appropriate forum
   to specifically enforce these obligations.

### Confidentiality Clause

- The terms for your internship, including the compensations & benefits (if any), are STRICTLY CONFIDENTIAL in nature, between you and the Organisation. Discussion or divulging of these details with any other party or with any EvolvingX intern/employee/stakeholder/partner/competitor will constitute "Cause" and may result in termination of your internship.
- The terms and conditions as stipulated above in this Internship Offer/Agreement shall be construed in accordance with the laws of India. In the event of any dispute, you and the Organisation shall submit to the exclusive jurisdiction of the Mumbai Courts.

If the terms and conditions offered herein are acceptable to you, please return the acceptance copy (attached) to the EvolvingX duly affixing your fill signature on the last page and initiates on the remaining pages. Please note that the acceptance copy shouldwite acts days from the letter issued, failing which this letter and its contents will stand withdrawn and cancelled automatically, without any further notice to you.

We take this opportunity to welcome you to the EvolvingX family, and wish you a successful internship with us. Thank you!



Signature Sakshi Walzade

Date: 26-02-2021 Place: Nashik EvolvingX Services\*
(OPC) Pvt. Ltd.

PUNE, MH 411028
www.evolvingx.com

Best Wishes
Mr. Amol Nitave
CEO & Founder - EvolvingX