**Regd. Office:** Room 702, Wing B, Krishna CHSL, Neelkanth Vihar Complex, Chembur, Mumbai – 400089 Contact No.: 8097587358 | Email id: augrade0@gmail.com |

CIN: U72900MH2020PTC340010

Date: December 18th, 2024

To,

Tarun Nitin Pahade,
12, shilpa, opposite IMA hall,
chintamani colony,
Aurangabad, Maharashtra - 431001.
+91 84849 17439
tarunpahade55@gmail.com
College: Nath school of business Technology

Dear Tarun,

I am delighted & excited to welcome you to Augrade Private Limited as an **AI Research Intern**. At Augrade Private Limited, we believe that our team is our biggest strength and we take pride in hiring ONLY the best and the brightest. We are confident that you would play a significant role in the overall success of the venture and contribute towards our mission and vision of *creativity*, *innovation* and *convenience*. We hope you have the most enjoyable, learning packed and truly *meaningful* internship experience with Augrade Private Limited.

Your appointment will be governed by the terms and conditions presented in the Annexure I, Annexure II and Annexure III.

We look forward to you joining us. Please do not hesitate to call us for any information you may need.

Congratulations!

Docusigned by: Euslian Sharma 25E2CBF03EDA4A0...

Keshav Sharma, CEO & Co-Founder.

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## Annexure I

You shall be governed by the following terms and condition of service during your internship with Augrade Private Limited, and those may be amended from time to time.

- 1. Your date of joining is 19th December 2024 and the duration of the internship would be till 19th June 2025. During this time you are expected to devote your time and efforts to Augrade Private Limited work. You are also required to let your Employer know about forthcoming events (if there are any) in advance so that your work can be planned accordingly.
- 2. This internship offer letter is subject to your Identity verification.
- 3. We may require you to carry out assignments in relation to any other division, activity or geographical location of this Company or any of its associates, other than your current department of work or activity. In such eventualities you will be governed by terms and conditions and the stipend as applicable to such new place and you will therefore not be entitled to any additional compensation.
- 4. Your appointment is substantially based on the information provided by you. If it is found at any stage that the information provided by you is incorrect or if there is a discrepancy in the documents/ certificates given by you as a proof in support of above, the Company reserves right to revoke the appointment at any time.
- 5. This is a paid Internship with the first 2 weeks as a probation period which will be unpaid. Intern agrees that he/she is gaining valuable knowledge, experience, education, Internship hours and training in Company's industry as consideration for the Duties and Responsibilities. Stipend break-up is as per attached <u>ANNEXURE III</u>.
- 6. You are being hired as an Intern for **AI Research** and **Krish Parekh** would be your Reporting Manager during the internship. As a **AI Research Intern** you will be responsible for the following.
  - a. Take ownership of organizing and annotating data for training AI models
  - b. NLP: Work on vector space modeling in NLP, LSTMS, sequence modeling, attention modeling, BERT, transformers
  - c. Use the above-mentioned techniques to perform document classification, semantic similarity, NER, sentiment analysis
  - d. Work on LLMs for such technologies for building strong models for customer needs.
  - e. Work on feature engineering, feature selection/feature importance, dimensionality
  - f. And any other duty assigned to you as and when required by the employer.

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- 7. You will be working remotely for the duration of the internship. There will be catch ups scheduled with your Employer to discuss work progress and overall internship experience at regular intervals.
- 8. This is a position of continuous responsibility and does not entail payment of extra time or overtime. The company reserves the right to modify or alter its working hours and you may be required to work in shifts. The regular working days are Monday through Friday.
- 9. All the work that you will produce at or in relation to Augrade Private Limited will be the intellectual property of Augrade Private Limited. You are not allowed to store, copy, sell, share, and distribute it to a third party under any circumstances and should delete all materials given to you or made by you for the Company or it's clients upon termination of this agreement by it's natural termination or by early termination by either the Employer or the Intern. Similarly you are expected to refrain from talking about your work in public domains (both online such as blogging, social networking site and offline among your friends, college etc.) without prior discussion and approval with your employer. This section remains in full force and effect even after termination of the Agreement by it's natural termination or the early termination by either party.
- 10. For Non-Disclosure of Confidential Information, Intellectual Property Rights and Non-Competition including non-solicitation, please see <u>ANNEXURE II.</u>
- 11. Any and all clients you work/interact with or bring to the company are and will be considered as the clients of the company and you will in no way, shape or form misrepresent or mislead this information to the client or to the public. You will be compensated for the clients you bring to the company and will continue to benefit from the same till the time you are an intern at the company.
- 12. During the internship or following the termination of internship of the Intern by the Employer, with or without cause, or the voluntary withdrawal by the Intern from the Employer, the Intern shall, for a period of 2 years following the said termination or voluntary withdrawal, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the internship by the Employer of any other Intern of the Employer having regard to the same geographic and temporal restrictions. The Intern shall not directly or indirectly divulge any financial information relating to the Employer or any of its affiliates or clients to any person whatsoever.
- 13. We take data privacy and security very seriously and to maintain confidentiality of any stu

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dents, customers, clients, and companies' data and contact details that you may get access to during your internship will be your responsibility. Augrade Private Limited operates on **zero tolerance** principle with regard to any breach of data security guidelines. At the completion of the internship you are expected to hand over all Augrade Private Limited work/data stored on your Personal Computer/Laptop/Mobile to your Employer and delete the same from your machine.

- 14. During the appointment period you cannot engage yourself directly or indirectly in any capacity in any other organization (Excluding your college, if applicable) without the written permission of the employer and you have to ensure that the work for Augrade Private Limited is not hindered in any way, shape or form if permission is granted.
- 15. In the event of breach of the clauses in points 6 to 14, this appointment is liable to be terminated forthwith by the company with immediate effect. In addition, you shall be liable to pay liquidated damages to the Company of an extent estimated by the Company.
- 16. The Intern shall indemnify the employer against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the employer in connection with his/her defense or settlement of any claim, action, suit or proceeding in which he/she is made a party or which may be asserted against his/her by reason of his/her internship or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise. This sec tion remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 17. Under normal circumstances either the company or the Intern may terminate this association by providing a notice of 14 days assigning reason. However, the company may terminate this agreement forthwith under situations of in-disciplinary behaviours or any such correspondence including but not limited to lack of work performace with immediate effect. This internship can be terminated by the employer during the probation period without assigning reason or giving any notice for the same.
- **18**. You are expected to conduct yourself with utmost professionalism in dealing with your Employer, team members, colleagues, clients and customers and treat everyone with due respect.
- 19. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

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- 20. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 21. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 22. The Parties agree that this Agreement shall be governed by the laws of India.
- 23. Augrade Private limited holds the right to amend or modify this letter to which a 3 days prior notice will be mailed to you.
- 24. Augrade Private Limited is a start up and we love people who like to go beyond the normal call of the duty and can think out of the box. Surprise us with your passion, intelligence, creativity and hardwork and expect rewards to follow.
- 25. Expect constant and continuous objective feedback from your Employer and other team members and we encourage you to ask for and provide feedback at every possible opportunity. It's your right to receive and give feedback this is the only way we all can continuously push ourselves to do better.
- 26. Have fun at what you do and do the right thing both the principles are core of what Augrade Private Limited stands for and we expect you to imbibe them in your day to day actions and continuously challenge us if we are falling short of expectations on either of them.
- 27. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties.
- 28. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

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## **ANNEXURE II**

# NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY RIGHTS AND NON- COMPETITION INCLUDING NON-SOLICITATION.

# 1. Confidentiality

- (a) You hereby admit and acknowledge that the Company has the complete ownership of all of its "confidential information" and/ or it has been acting, as good as trustees, for its clients' in respect of their "confidential information" received in course of negotiation of business and/ or providing services to them.
- (b) All Non-Disclosure of Confidential Information, Intellectual Property Rights and Non-Competition including non-solicitation Agreements signed by the Company with its customers and/or partners shall be effective and binding upon you across all the projects assigned to you from time to time. Should you wish you may ask for in writing relevant paragraphs of such agreements/documents.
- (c) Regardless of the forms of storage, you admit that it is absolutely necessary for the Company including you to ensure that all Confidential Information including information given by its clients is maintained absolutely secret and confidential. You will exercise all due and diligent precautions to protect the integrity of the Company, its customers' lists, mailing lists and sources thereof, content, material, business relate information, designs, logo, statistical data, compilations, agreements, contracts, manuals and other documents embodying any Confidential Information. "Confidential Information" shall include but not limited to any information not specifically known in the Company's Industries and marketes it operates in and not widely published in public domain which gives the Company and/or its clients a competitive advantage in respective industry, heretofore, or hereafter acquired, discovered, developed, conceived, originated, used or prepared by the Company or by any other employee or intern of the Company as a result of employment or internship with the Company including but not limited to the confidential ownership of the followings:
  - (i) All archives, including but not limited to contracts, personnel archives, administrative documents, lists of customers, etc.
  - (ii) All technical materials, including but not limited to all service plans & projects, optimization, online site development plans, service & development prospect uses, technical files, source codes, technical diagrams, drawings, formulas, content, designs, models and relevant technical articles, technical reports, hardware, strategies, techniques, branding, graphics, event conceptualization, audio, visuals, motion graphics, animation, marketing plans including science, art and ethical processes invented and discovered for services and campaigns and results, demographics, etc.
  - (iii) All technical achievements contemplated, developed and accomplished by you along with or without other employees/interns/consultants.
  - (iv) All intellectual property rights (including those exclusively owned by the company and its clients or those owned by the Company now and developed by the Company in the future)
  - (v) All sales materials, including but not limited to all quality, management methods, pricing methods, sales methods, customers' materials, etc.
  - (vi) All financial materials, including but not limited to all bank account materials, investment background, etc.



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(vii)Any confidential information of the clients and others for which the Company has the responsibility to keep confidential pursuant to laws and agreements between the company and its clients and other third party.

(viii)Any other information that the company claims as confidential from time to time.

# 2. Implementation of confidentiality agreement

- (a) You hereby admit and assume the responsibility and duty to keep confidential all confidential information and to abide by and strictly implement all confidentiality terms and conditions.
- (b) You will not provide or disclose confidential information and or copy thereof to any third party (including irrelevant employees/interns) without the Company's prior written approval.
- (c) You will not use confidential information for any purpose other than for fulfilling the Company's assignments or responsibilities.
- (d) You will not copy confidential information other than for the purposes of duty requirements. If confidential information has to be copied due to work requirements, the copies (including but not limited to files, discs, CDs, computer memories, etc.) will remain exclusively owned by the Company and you will clearly mark the copies and protect and manage the same. You agree to not share or storing the same on any media storage any Confidential Information of the Company and/ or its clients on his/ her personal email id and/ or on any social networking sites at any time whatsoever, without the written permission from the Company. You agree that the Company's cloud intra, software and other devices allotted to you by the Company shall not be used for any personal use or storage.
- (e) You will not take any media carrying confidential information (including but not limited to files, discs, CDs, computer memories, etc.) out of Company's office premises without company's prior written approval.
- (f) You will not talk about the content of any confidential information in public or through public media (including but not limited to telephones, e-mail, internet, etc.). In case of necessity to deliver confidential information through public media, you will adopt confidentiality measures such as encryption, passwords, dispersion, etc. according to the Company's confidentiality requirements after discussions and written approval from your superior and /or the undersigned.
- (g) You agree that you will not inappropriately use or disclose the confidential information or business secrets of any other individuals or institutions in which you have worked in the past. You will not take the aforesaid confidential information or relevant unpublicized information to this company.

## 3. Return of confidential information files

Upon the termination or expiration of this Appointment Letter or upon the Company's request whichever is earlier, you will immediately deliver or destroy, as per the instructions of the Company, including but not limited to all of the Computer System used by you, hard drives, external drive, mini drive, disks, books, records, memoranda, reports, data and documents in digital, details of all current and past online registrations and/or in any other form relating to the Company and /or its customers' business and all other assets of the Company in the possession, custody or under your control or charge, including such material that may not contain Confidential Information.

4. These confidentiality terms shall survive the termination or expiry of the Appointment terms herein.



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# 5. Non-Competition, Non-Solicitation

- (a) You will not encourage, seek to assist, persuade, directly or indirectly, any employee/intern in whatever professional capacity to terminate employment/internship with the Company, nor you will induce to hire or retain any such person, nor will solicit or cause or authorize, directly or indirectly, to be solicited, for or on your behalf or any third party, and from others who may or may not be the customers of the Company.
- (b) You acknowledge that any breach, or threatened breach, or alleged breach, or alleged threatened breach by you of the provisions herein can cause irreparable harm to the Company and / or its clients for which the Company may have no adequate remedy at law. In the event of any of these breaches by you of any of such provisions, the Company, in addition to any and, all other rights and remedies it may have under this Letter of Appointment or otherwise, may immediately seek any judicial action that the Company may deem necessary including, without limitation, the obtaining of temporary and preliminary injunctive relief.

# 6. Intellectual Property Rights

- (i) During the period of your employment with the Company and thereafter termination of your Letter of Appointment, all technical achievements and intellectual property, including, but not limited to, discoveries, inventions, know-how, concepts, processes, products, branding, graphics, event conceptualization, audio visuals, motion graphics, animation methods and renovations, related to the business of the Company, businesses, products, research or other developmental activities, programs of the Company that are contemplated, developed and accomplished by you, whether independently or jointly with others including employees/ interns/ consultants, shall be sole and complete property of the Company and that any and all patents and copyrights resulting there from shall belong to the Company and /or its customers as the case may be without any claim on any ground including moral and You agree to assign the same to the Company and /or its customers as the case may be and sign necessary documentation with this respect as directed by the Company from time to time.
- (ii) You hereby admit and agree that, with respect to any service/work product, new methods, processes, any such developments made by you or under your direction shall be the exclusive property of the Company and /or its customers.
- (iii) You agree to record and keep the technical achievements and intellectual property developed by the Company, whether independently or jointly with others including employees/ consultants, according to the formats or methods required by the Company while you are employed by it. These materials belong to the Company exclusively and the Company alone has the right to retrieve the above mentioned materials at any time.

# 7. Application for intellectual property rights

You agree to actively co-operate with the Company and /or their agents, at the Company's reasonable expense, to protect the Company's interests in the aforesaid intellectual property rights by appropriate means in any countries, including by disclosing all relevant information and data and by executing all relevant legal documents. You agree that the relevant legal documents executed according to the aforesaid obligations shall survive the termination of the Letter of Appointment. In the event you are unable or fails to sign the relevant legal documents due to psychological, physical or any other reasons, you delegate the Company and/or its authorized person or agents as your authorized proxy to sign the aforesaid legal documents on behalf of or in your interest and to exercise other activities permitted by laws in order to obtain



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relevant patents, copyrights and other intellectual property rights. The actions of the persons delegated by you will have the same binding effect as your action and such delegation shall be irrevocable.

8. You admit and agree that the provisions of all paragraphs herein with all of its sub-paragraphs are reasonable and absolutely necessary for the Company to retain and enhance customers' confidence in the Company and its integrity, goodwill and reputation by ensuring business secretes, proprietary rights, copy rights, patents, trademarks, all confidential information of the Company and / or its customers and that alone financial compensation is not adequate to meet the losses /damages that may be incurred in event of any leakage of such confidential information. The Company reserves the rights to seek any judicial action that the Company may deem necessary including, without limitation, obtaining of temporary and preliminary injunctive relief including order for specific performance, and other equitable relief. You agree that no bond or other security shall be required from you in obtaining such equitable relief and you hereby consent to the issuance of such injunction and to the ordering of specific performance.



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# **ANNEXURE III**

Title	Tarun
Particulars - A	
19/12/2024 to 01/01/2025	Unpaid, Probationary Period
01/01/2025 to 19/06/2025	TBD, based on the probationary period.
Monthly Stipend	NA
Duration	6 Months
Total Stipend	NA

# Please Note:

- 1. The incentives will solely be decided by the company based on your work performance.
- 2. This internship also comes with a job offer, decided by the company at its sole discretion.
- 3. At the end of the first month, the company can reduce/increase the stipend offered based on work performance, deliverables & such metrics.



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I have negotiated, agreed, read and understood all the terms and conditions of this Internship letter as well as Annexure I, Annexure II and Annexure III hereto and affix my signature in complete acceptance of the terms of the letter.

Date:- 18/12/2024

Name:- Tarun Nitin Pahade

Signature:
Signed by:

† arun Min Pahade

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