

INTERNSHIP CONFIDENTIALITY AGREEMENT

This Internship Confidentiality Agreement, known as the "Agreement", is between **Utkarsh Pratap Singh**, hereinafter known as the "Intern", and **sensecloud**, hereinafter known as the "Sponsor". Collectively, the Intern and Sponsor shall be known as the "Parties", agree as follows:

1. **KNOWLEDGE AND EXPERIENCE.** The Sponsor shall be recognized as the individual or entity that provides a position to the Intern in order to obtain knowledge and experience in an industry that will merit justification of value in accordance with local and federal laws, hereinafter known as the "Internship". Intern agrees to comply with any and all required policies of the Sponsor and its Internship Program. The Intern shall not possess the authorization to represent themselves as an employee of the Sponsor at any time.
2. **CONFIDENTIAL INFORMATION.** Confidential Information shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to Sponsor's business, assets, operations or contracts, furnished to Intern and/or Intern's affiliates, officers, owners, agents, Interns or representatives, in the course of their efforts, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all analyses, compilations, products, studies and other data or material prepared by or in the possession or control of the Intern, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Confidential Information may be provided in written, oral, electronic or other form. Intern acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of Sponsor as to the accuracy or completeness of any of the Confidential information furnished to the Intern.
3. **FORM OF DISCLOSURE.** Confidential Information may be oral, visual, or by demonstration, or in some other form not permanently recorded, and shall be considered Confidential Information regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.
4. **PERIOD OF CONFIDENTIALITY AND NON-USE.** Intern shall maintain in strict confidence for a period of 3 years from the Effective Date in the signature and not disclose any Confidential Information it receives from Sponsor to any third party or use the Confidential Information for its own or any other party's benefit, except in furtherance of its obligations to Sponsor pursuant to any business transaction it may enter into with Sponsor. Intern shall use, as a minimum, the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary and secret information of like importance, but in any case using no less than a reasonable degree of care. Intern shall limit access to all Confidential Information to only those of Intern's personnel, agents and representatives who "need to know" such information for carrying out Intern's obligations to Sponsor pursuant to any business transaction it may enter into with Sponsor and the Confidential Information will be used only for carrying out Intern's obligations to Sponsor pursuant to any business transaction it may enter into with Sponsor. Intern shall insure that anyone who is given access to the Confidential Information by or on behalf of Intern shall be bound by and shall comply with the terms of this Agreement.
5. **EXCLUSIONS.** Information shall not be deemed Confidential Information, and Intern shall have no obligation of confidentiality or restriction against use with respect to any information which:
 - a. was known, in the possession of and documented by Intern through no wrongful act and prior to Sponsor's disclosure of such information to Intern; or

- b. becomes publicly known through no wrongful act of Intern and/or through no breach of any obligation to Sponsor; or
 - c. is rightfully received from a third party who is not subject to restrictions on the use and disclosure of such information in favor of Sponsor; or
 - d. is approved for release by written authorization from Sponsor; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to Sponsor within thirty (30) days of receipt of the information from Sponsor or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Intern's knowledge and possession or received from a third party.
6. **DISCLOSURES REQUIRED BY LAW.** In the event Intern is requested or required by a government or court order, or similar process, to disclose any Confidential Information supplied to it by Sponsor, Intern shall provide Sponsor with prompt notice of such request so that Sponsor may seek an appropriate protective order and/or waive Intern's compliance with the provisions of this Agreement.
7. **OWNERSHIP OF INVENTIONS.** The Intern hereby irrevocably assigns to the Sponsor all rights, title, and interest in and to any and all intellectual property, including but not limited to inventions, discoveries, developments, improvements, works of authorship, designs, and trade secrets, whether or not patentable or registrable under copyright or similar laws, that the Intern solely or jointly conceives, develops, or reduces to practice during the period of their internship with the Sponsor. This assignment encompasses all intellectual property created during the internship, regardless of whether it is developed on the Sponsor's premises or during the Intern's personal time, and regardless of the use of the Sponsor's resources. There are no exceptions to this assignment; all intellectual property created by the Intern during the internship period shall be the exclusive property of the Sponsor.
- a. The Intern agrees to promptly disclose to the Sponsor any such intellectual property and to provide all necessary assistance, including the execution of documents and cooperation in legal proceedings, to enable the Sponsor to secure and enforce its rights in such intellectual property.
 - b. The Intern acknowledges that any inventions or intellectual property made by the Intern prior to the commencement of the internship are excluded from this assignment, provided that such prior inventions are identified in writing and submitted to the Sponsor before the start of the internship. If no such written disclosure is provided, the Intern agrees that no such prior inventions exist.
 - c. The Intern agrees to maintain the confidentiality of all proprietary information of the Sponsor and to use such information solely for the purpose of carrying out their duties during the internship. This obligation shall continue beyond the termination of the internship for a period of 3 years.
 - d. Intern shall keep and maintain adequate and current written records of all intellectual property created or conceived by Intern or Intern's personnel (solely or jointly with others) during the term of the Internship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Sponsor at all times. Intern shall not remove such records from the Sponsor's place of business or systems except as expressly permitted by Sponsor policy which may, from time to time, be revised at the sole election of the Sponsor for the purpose of furthering the Sponsor's business. Intern shall deliver all such records (including any copies thereof) to the Sponsor at the time of termination of the Internship.
8. **INDEMNIFICATION.** Intern shall reimburse, indemnify and hold harmless Sponsor and its affiliates, owners, employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or

expense incurred by Sponsor as a result of or in connection with the use or disclosure of the Confidential Information contrary to the terms of this Agreement by Intern or its affiliates, employees, directors, officers, owners, Interns, agents or representatives or any others to whom such Confidential Information has been disclosed by any such persons or entities. The term "affiliates" as used in this Agreement shall mean any persons, corporations, partnerships, limited liability companies, or other business entities, which directly or indirectly control, are controlled by, or are in common control with such party to this Agreement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

9. **NO PUBLIC COMMENT.** Intern shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any Confidential Information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of Sponsor.
10. **NOTICE OF UNAUTHORIZED USE OR DISCLOSURE.** Intern shall notify Sponsor immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Intern or any third party, and will cooperate with Sponsor in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
11. **OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION.** All Confidential Information disclosed to Intern shall be and remain the property of Sponsor. Upon Sponsor's written request, Intern shall promptly return all Confidential Information (including all originals, copies, reproductions and summaries of such Confidential Information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this Agreement.
12. **NO LICENSE.** Nothing contained in this Agreement shall be construed as granting or conferring to Intern any rights or license or otherwise, either expressly or by implication, in or to any Confidential Information disclosed by Sponsor to Intern as a result of this Agreement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by Sponsor.
13. **SURVIVAL.** Intern's obligations of non-disclosure pursuant to the terms of this Agreement shall survive until all Confidential Information has been returned to Sponsor or the destruction thereof has been certified to Sponsor in writing.
14. **RELATIONSHIP.** This Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement.
15. **NO WAIVER.** Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
16. **BINDING AGREEMENT.** This Agreement shall be binding upon Intern and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling the Intern or controlled by the Intern and shall inure to the benefit of Sponsor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Sponsor or controlled by Sponsor.
17. **INJUNCTIVE RELIEF.** Intern understands and agrees that any use or dissemination of Confidential Information in violation of this Agreement will cause Sponsor irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information, and that

Sponsor may be left with no adequate remedy at law; therefore, Sponsor shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

18. **PREVAILING PARTY.** If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.
19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, or the laws of Scotland, depending on the location of the Sponsor's principal place of business, without regard to principles of conflict or choice of laws. The Intern consents to the exclusive jurisdiction of the courts located in the jurisdiction of the Sponsor's principal place of business for the resolution of any disputes arising out of or relating to this Agreement.
20. **ASSIGNMENT.** This Agreement may not be assigned by Intern without the prior written consent of Sponsor.
21. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.
22. **SEVERABILITY.** If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.
23. **HEADINGS.** The headings in this Agreement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.
24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, I, the Intern, have read the above Agreement and agree to its terms.

Intern's Signature



Print Name UTKARSH PRATAP SINGH

Effective Date 24/03/2025