



## STRICTLY PRIVATE AND CONFIDENTIAL

BY E-MAIL (manibhandari2011@gmail.com)

December 16, 2022

### Mehul Bhandari

House No. 10 Block-8,  
Gulmohar Road Shipra Sun City,  
Indirapuram, Ghaziabad,  
Uttar Pradesh, 201014

Dear **Mehul**:

Subject: Offer for Internship ("**Offer Letter**")

YugaByte Software Private Limited ("**Yugabyte**" / "**Yugabyte India**" / "**Company**") is pleased to offer you an opportunity for a full-time internship in the position of **Software Development Engineer in Test - Intern** at Yugabyte India. The duration of your internship with the Company shall be for a period of **six months** starting from **January 16, 2023** to **July 31, 2023** ("**Internship Period**"). You will initially report to the **Director of Engineering, India** and are required to follow directions given by the person(s) occupying that position or as delegated. Additionally, you may be assigned a variety of tasks under various departments from time to time depending on the needs of the Company. Your location will be **Bangalore**, but you shall be working remotely until otherwise communicated by management.

During the Internship Period, you shall be paid a monthly stipend of **INR 80,000**. All payments by Yugabyte India shall be subject to statutory deductions, if any. The terms and conditions of your internship with Yugabyte India are set out within **Annexure A** to this letter ("**Terms and Conditions**").

On completion of the Internship Period, the Company will assess your performance as an intern and check whether you have completed all tasks assigned to you and fulfilled all commitments and obligations required of you in your capacity as an intern. In the course of assessment, the Company will check the following parameters: quality and accuracy of work, efficiency, attendance, adherence to deadlines and work relationship (teamwork and interpersonal communication skills) etc.

In the event that the Company is satisfied with your performance based on its assessment in all of the above parameters, the Company may at its discretion offer you the position of full-time employment with the Company.

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**REGISTERED ADDRESS:** NO 48, 1ST FLOOR, DR. D.V.G.ROAD, BASAVANGUDI, BANGALORE - 560 004

**CIN:** U70102KA2016FTC085389, **GSTIN-** 29AABCY3424G1ZB, **WWW.YUGABYTE.COM**, [ranjan@yugabyte.com](mailto:ranjan@yugabyte.com)



Please note that this Offer Letter is contingent upon (1) successful completion by Yugabyte India of your background checks; (2) your full and complete disclosure to Yugabyte India of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way may limit you either contractually or otherwise from engaging in any activities required or contemplated by Yugabyte India in this Offer Letter and its Terms and Conditions; and (3) there being no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon Yugabyte India. Yugabyte India reserves the right to withdraw this Offer Letter or terminate your internship without any obligation whatsoever in the event that it receives any negative background check results or determines that any contractual or other obligation may limit your ability to engage in business activities for Yugabyte India or if you are found to be part of any pending investigation (whether judicial, quasi-judicial or otherwise).

If you wish to accept this Offer Letter along with the Terms and Conditions hereunder, please sign and return to the undersigned a duplicate copy of this Offer Letter along with the Annexures within 5 days from the date of this Offer Letter. This offer shall automatically lapse unless you confirm your acceptance and return to us a copy within the prescribed time. Upon your acceptance of this Offer Letter and subject to successful completion of your background checks by Yugabyte India, you will be required to join on **January 16, 2023** or such later date as may be communicated to you by Yugabyte India.

Should you accept this Offer Letter, you are requested to provide Yugabyte India with copies of the documents as listed out in **Annexure B** (unless provided earlier).

Please treat this Offer Letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without Yugabyte India's prior written consent.

If you have any questions in relation to this Offer Letter, please contact the undersigned.

Yours sincerely,  
For YugaByte Software Private Limited

*Kannan Muthukkaruppan*

Kannan Muthukkaruppan

President

**Authorized signatory**



**Acceptance**

I hereby accept this Offer Letter along with the Terms and Conditions of internship with YugaByte Software Private Limited.

Sign: Mehul Bhandari

Name: Mehul Bhandari



## Annexure A

### Terms and Conditions of Internship

#### 1. INTRODUCTION

Yugabyte India's offer of internship is based on the particulars, information and declarations provided by you. If at any time it is observed that the information provided by you is false or misleading or there is any concealment of facts by you, Yugabyte India reserves the right to immediately terminate your internship.

#### 2. DUTIES AND RESPONSIBILITIES, TRANSFER, ETC.

2.1 Your duties and responsibilities are set out within the "Internship Duties & Responsibilities" attached herewith in the **Appendix**. You may be required to perform other duties as required by Yugabyte India from time to time. You shall not refuse to perform other duties and undertake responsibilities as and when called upon by your reporting manager, or such other superior in YugaByte.

2.2 During your Internship Period, Yugabyte India may require you to work with other consultants, advisors, employees, officers and directors of Yugabyte India and entities with which Yugabyte India has contracted with, or may have a contract with, in the future and you agree to do so in accordance with the instructions received from Yugabyte India from time to time.

2.3 You shall deliver reports, assignments to Yugabyte India in the manner prescribed by Yugabyte India and in accordance with the requirements of the entities with which Yugabyte India has contracted, currently or in future.

2.4 In addition to your day to day responsibilities, you are also expected to record and report information concerning your work. You are required to record information accurately, honestly, and maintain and submit to Yugabyte India's corporate office, records of financial transactions as per policies, rules and regulations of Yugabyte India.

2.5 During your Internship Period, in addition to your assigned tasks and work responsibilities, Yugabyte India may require you to interact and work directly or indirectly with external entities and/or authorized representatives of such entities. While dealing or working with such associates, you are expected to act as a brand ambassador of Yugabyte India through courteous conduct, positive behaviour, cooperative attitude and working skills so that the reputation and



goodwill of Yugabyte India is enhanced and not adversely effected. Any omission or commission on your part, brought to the notice of Yugabyte India may result in strict disciplinary action against you, including but not limited to termination of your internship.

- 2.6 Depending on business needs, Yugabyte India may, at its sole discretion, transfer you to any other team, department or offices of Yugabyte India or of its affiliates.
- 2.7 Yugabyte India has a right to assign, second or depute you to any affiliates, departments, subsidiaries or associate companies of Yugabyte India or to any group companies in which Yugabyte India may have an interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. In all such cases of transfer, you will be governed by the relocation policies and policies of Yugabyte India existing at that time.
- 2.8 During your Internship Period, you agree to devote all your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and agree to perform your duties with diligence and devotion. Since this is a full-time internship with Yugabyte India, during your Internship Period, you are not allowed to be employed or interning in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of Yugabyte India. You will comply with all directions given to you by Yugabyte India and faithfully observe all the rules, regulations, and arrangements applicable to you.
- 2.9 You shall be medically fit to perform the duties assigned to you. You may be required by Yugabyte India to undergo a medical assessment from time to time to determine whether you are medically fit.
- 2.10 You shall not make any false, defamatory or disparaging statements about Yugabyte India, its employees, officers or directors.
- 2.11 You shall not engage in activities that could result in a conflict of interest with Yugabyte India without prior approval from your reporting manager. Any conflict of interest or potential conflict of interest shall be immediately disclosed to Yugabyte India.

You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, including but not limited to the provisions of



the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your internship with Yugabyte India, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with Yugabyte India's business.

### 3. WORK LOCATION AND HOURS OF WORK

- 3.1 You shall be, for the purpose of your internship with Yugabyte India currently located at **Bangalore**. Yugabyte India reserves the right to change the office location or relocate you to an office or otherwise, as may be desired by Yugabyte India from time to time.
- 3.2 Your work hours shall be **8**. However, you may be required to work additional hours as and when necessary to properly and effectively perform your duties and responsibilities.
- 3.3 Yugabyte India may require you from time to time, to travel to locations in India or overseas and work out of client's/customer sites. Yugabyte India may also require you to engage in travel on behalf of Yugabyte India, and to work night hours, required by the nature of the business of Yugabyte India. You expressly agree to accept such travel and hours of work without any additional compensation. Reasonable and necessary professional expenses for travel and lodging, incurred by you, in furtherance of Yugabyte India business, shall be reimbursed to you in accordance with the standard policies of Yugabyte India, as in effect from time to time, upon presentation of documentary evidence that is acceptable to Yugabyte India.

### 4. SECURITY & CONFIDENTIALITY

- 4.1 You shall not during the Internship Period and after completion of your internship with Yugabyte India, give out, publish, disclose, disseminate or divulge to any person or entity, by word of mouth or otherwise, the "**Proprietary and Confidential Information**" of Yugabyte India and or its clients/customers, that



shall include but not be limited to, all information, software (whether in object or source code), statistics, data, data base, knowledge, trade secrets, inventions, product details, know-how, formula, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creations of whatsoever nature, kind or description, organizational matters etc. which is communicated to you or acquired by you or which may have come to your knowledge during your internship with Yugabyte India, and might be of a nature not generally known to others operating in Yugabyte India's area of business. You acknowledge that Yugabyte India has explained that such Proprietary and Confidential Information is the valuable property of Yugabyte India and/or their customers and is critical to the business of Yugabyte India. Further, you shall not at any time, whether during the Internship Period or after completion of your internship with Yugabyte India, use such Proprietary or Confidential Information or any part thereof, for your own benefit or for the benefit of any person, firm, company or other legal entity other than Yugabyte India.

- 4.2 Notwithstanding the aforesaid provisions, you may disclose Proprietary and Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that you shall in such a case, give Yugabyte India a reasonable notice of any prospective disclosure and shall assist Yugabyte India in obtaining an exemption or protective order preventing such disclosure.
- 4.3 You shall return to Yugabyte India or to its nominees, Proprietary and Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Proprietary and Confidential Information which is in your possession, power and control as and when called upon by Yugabyte India and upon completion of the Internship Period or termination, not later than the date of termination of your internship or at the option of Yugabyte India, as the case may be, destroy the same and will not make or retain any copies of such Proprietary and Confidential Information.
- 4.4 The obligations enumerated above shall be binding on you at all times, irrespective of whether you continue to be engaged by Yugabyte India or not.

## 5. INTELLECTUAL PROPERTY

- 5.1 You acknowledge Yugabyte India's proprietorship and sole ownership over all intellectual property i.e. any invention, product, process, know-how, formula,





design, concept, idea, data, data base, statistics, or any other creation which is discovered, developed, created or conceived by you during the Internship Period with Yugabyte India, related to any business of Yugabyte India.

- 5.2 You hereby irrevocably, absolutely and perpetually assign worldwide rights including proprietary rights / intellectual property rights (i.e. trade secret, data base, patent, copyright, trade name, trademark, design or application therefore, or any other commercial, industrial or intellectual property right of whatsoever nature, pertaining to any intellectual property) that subsist in you to Yugabyte India free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to you, even if Yugabyte India does not exercise the rights under the assignment within a period of 1 year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You waive all your rights pertaining to such intellectual property which may not be assignable or transferable in law. You hereby undertake that no future claims, actions or demands will lie in respect of such waived rights pertaining to the intellectual property which may not be assignable or transferable in law.
- 5.3 To the extent any assignment of Intellectual Property cannot be made to the Yugabyte or its designees, for any reason whatsoever, you hereby irrevocably, absolutely and perpetually agree to assign to Yugabyte or its designees, all of your right, title and interest including any and all intellectual property rights therein or any part thereof. For the purpose of this Offer Letter, intellectual property includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments. You hereby also agree to waive all moral rights towards any such intellectual property. To the extent you retain any such moral rights under applicable law, you hereby ratify and consent to any action that may be taken with respect to





such moral rights by or authorized by the Yugabyte, and agree not to assert any moral rights with respect thereto. You will confirm any such ratification, consent or agreement from time to time as requested by the Yugabyte. Furthermore, you agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the Company may and is hereby authorized to use your name, likeness and voice in connection with promotion of its business, products and services, and to allow others to do the same.

- 5.4 You represent and warrant that you will not use or integrate any third-party materials or data that are not validly licensed to Yugabyte India in the intellectual property that you generate. You further represent and warrant that you have not violated the intellectual property rights of any third party, and that you shall not violate the intellectual property rights of any third party in the course of your internship with Yugabyte India. Provided that, in the event Yugabyte India is held liable for your violation of any intellectual property rights, you undertake to indemnify Yugabyte India or affiliate as the case may be, against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.
- 5.5 If, in the course of your internship with Yugabyte, you incorporate any intellectual property into Yugabyte's product, process or machine, Yugabyte is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, have made, modify, use and sell such intellectual property.
- 5.6 Should Yugabyte India be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any intellectual property rights, due to any cause, you hereby irrevocably designate and appoint Yugabyte India and each of its duly authorized officers and agents as your agent and attorney to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of intellectual property rights with the same force and effect as if executed and delivered by you. Yugabyte India reserves the right to appoint another attorney in lieu of the attorney as appointed hereinabove.

## 6. COMPANY SYSTEMS

You recognize and agree that you have no expectation of privacy with respect to Yugabyte's networks, telecommunications systems or information processing systems (including, without limitation, stored computer files, email messages and



voicemail messages or other devices (including personal devices)) in which Yugabyte's Proprietary and Confidential Information resides, is stored or is passed through (collectively, "**Company Systems**"), and in order to ensure compliance with work rules and safety concerns, Yugabyte or its agents may monitor, at any time and without further notice to you, any Company Systems and any of your activity, files or messages on or using any Company Systems, regardless of whether such activity occurs on equipment owned by you or Yugabyte. You further agree that any property situated on the Yugabyte's premises and owned, leased or otherwise possessed by the Yugabyte, including computers, computer files, email, voicemail, storage media, filing cabinets or other work areas, is subject to inspection by Yugabyte personnel at any time with or without notice. You understand and acknowledge that (A) any such searches or monitoring efforts are not formal accusations of wrongdoing but rather part of the procedure of an investigation and (B) refusal to consent to such a search may be grounds for termination under Clause 7.2 below.

## 7. TERMINATION OF INTERNSHIP

- 7.1 Your internship may be terminated at any time by either party by serving the other party, one (1) months' notice in writing. If you have given a notice to resign from your internship, you are expected and required to diligently serve the entire notice period. Yugabyte India may in its sole discretion, pay a portion of your stipend in lieu of notice.
- 7.2 Yugabyte India may terminate your internship with immediate effect without notice or payment in lieu of notice, for any of the following reasons:
- a. fraudulent, dishonest or undisciplined conduct on your part;
  - b. you are found to have wilfully suppressed material information or misrepresented or provided false information at the time of interview, appointment or during your internship;
  - c. your breach of integrity, embezzlement, misappropriation, misuse or causing damage to Yugabyte India's property;
  - d. your failure to comply with the directions given to you by your manager or any other authorized person;
  - e. your insolvency or conviction for a criminal offense or you are found to be involved in any act which is punishable as an offense under the Indian Penal Code, 1860 within or outside the premises of Yugabyte India;
  - f. your breach of the Terms and Conditions or Yugabyte India's policies or other directions of Yugabyte India that is applicable to you;
  - g. you abetting a strike in contravention of any law for the time being in force;
  - h. your unauthorized absence for a continuous period of 10 days from work (including due to unapproved overstay of leave/ training);
  - i. you conducting yourself in a manner which is regarded by Yugabyte India as prejudicial to its own interests or to the interests of its clients;
  - j. any misconduct on your part as provided under Yugabyte India's policies.



- 7.3 Your internship with Yugabyte India shall automatically terminate upon your permanent disability, mental or physical illness which may hamper your working efficiency and performance or death.
- 7.4 If your internship is terminated by reason of the liquidation of Yugabyte India for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any reorganisation of Yugabyte India or any other corporate action (including a transfer of establishment / unit / undertaking) and if you have been offered internship or employment with the entity succeeding to Yugabyte India, by whatever name called, upon such event on terms no less favourable to you than the terms in effect under these Terms and Conditions then, you shall have no legal or contractual claim against Yugabyte India by reason of the termination of your internship.

## 8. AUTHORITY TO BIND YUGABYTE INDIA

- 8.1 Unless authorized by Yugabyte India in writing, you shall not have the right or authority to sign any contract or agreement that binds Yugabyte India or creates any obligation (financial or otherwise) upon Yugabyte India.
- 8.2 You shall also not enter into any commitments or dealings on behalf of Yugabyte India for which you have no express authority nor alter or be a party to any alteration of any principle or policy of Yugabyte India or exceed the authority or discretion vested in you without the previous sanction of Yugabyte India.

## 9. SENSITIVE AND PERSONAL DATA OR INFORMATION

- 9.1 Yugabyte India may, in connection with your internship, collect sensitive personal data or information (“**SPDI**”) relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means.
- 9.2 By accepting this Offer Letter, you expressly consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by Yugabyte India to employees and offices of Yugabyte India’s worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you shall have read and understood Yugabyte India’s Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data



to which you have access in the course of your internship strictly in accordance with Yugabyte India policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

## **10. RESPONSIBILITY FOR LOSS OR DAMAGE CAUSED DUE TO NEGLIGENCE, MISCONDUCT ETC.**

10.1 You shall be responsible for your act or conduct during the course of your internship with Yugabyte India. If any loss or damage is caused to Yugabyte India, its consultants, advisors, employees, officers, directors or entities with which Yugabyte India has contracted, on account of the negligence, misbehaviour or misconduct on your part, Yugabyte India shall be entitled to seek compensation for such damage or loss from you.

10.2 In case you fail to compensate Yugabyte India within ten (10) days of the demand so made by Yugabyte India, Yugabyte India shall be entitled to make deductions of the said amount from the stipend payable to you by Yugabyte India in accordance with applicable laws and/or Yugabyte India reserves the right to subject you to strict disciplinary action including but not limited to termination of your internship with Yugabyte India.

## **11. INDEMNITY**

You shall indemnify and hold Yugabyte India harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to Yugabyte India, agents, principals or its employees or representatives which constitutes a breach of the terms of your internship or negligent performance of your duties as expected from you during your Internship Period with Yugabyte India.

## **12. NON-DISPARAGEMENT**

During the term of your internship with Yugabyte India and at all times thereafter, you will not make any false, defamatory or disparaging statements about Yugabyte India, or the employees, officers or directors of Yugabyte India that are reasonably likely to cause damage to any such entity or person.



## 13. YUGABYTE INDIA'S POLICIES

You shall comply with Yugabyte India's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your internship. This would include the policies contained in the Employee Handbook and Code of Conduct, as may be applicable to you as an intern of Yugabyte India.

## 14. RETURN OF DOCUMENTS AND YUGABYTE INDIA PROPERTY

14.1 On completion of your Internship Period or upon termination of your internship, you shall return to Yugabyte India all the assets and property, documents, files, books, papers, information, memos, compact disks, data files or other computer programs, confidential information of Yugabyte India or any other property and equipment (e.g., laptops, monitors) belonging to Yugabyte India in your possession or under your control (this includes all IP and any leased properties). You will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to you by Yugabyte India in case you fail to return the same in good condition.

14.2 You shall also return to Yugabyte India any Letter of Authority or Power of Attorney on demand or on termination or completion of your internship.

## 15. NOTICES

15.1 Any notices, approvals or requests required or permitted to be given hereunder by either party to the other shall be given in writing and delivered: (1) by personal delivery; (2) by bonded courier or by a nationally recognized overnight delivery company; or (3) by electronic mail, with confirmation sent by any of the delivery methods in the preceding clauses (1) through (3). Notices shall be deemed given as of the day they are delivered. Notices from either party to the other must be given in writing to the respective addresses of the parties listed below (or to such other addresses as the parties may request in writing by notice given pursuant to this Paragraph 16):

To Yugabyte India: NO 48, 1ST FLOOR, DR. D.V.G.ROAD, BASAVANGUDI  
BANGALORE Bangalore KA 560004,with a copy by email to:  
[legal@yugabyte.com](mailto:legal@yugabyte.com)



To you: At the address on file with Yugabyte India

- 15.2 You shall keep Yugabyte India informed about your latest postal address at all times and indicate in writing in case of a change in address.
- 15.3 Any communication sent to you by Yugabyte India at your last known address (as indicated by you) shall be deemed to have been duly served upon you in accordance with this clause. In addition, you shall inform Yugabyte India, in writing, about any change in your name/surname with supportive documents facilitating an update of Yugabyte India's record and for taking up such administrative actions which may be necessary as a consequence of change in name/surname etc.

## 16. REPRESENTATIONS AND WARRANTIES

You hereby represent to Yugabyte India that:

- a. you are and shall continue to be legally permitted to reside and be engaged as an intern in India;
- b. you have reviewed these Terms and Conditions and that you understand the terms, purposes and effects of the same;
- c. you have accepted these Terms and Conditions only after having had the opportunity to seek clarifications;
- d. you have not been subjected to duress or undue influence of any kind to accept these Terms and Conditions and these Terms and Conditions will not impose an undue hardship upon you;
- e. you have accepted these Terms and Conditions of your own free will and without relying upon any statements made by Yugabyte India or any of its representatives, agents or employees;
- f. these Terms and Conditions are in all respects reasonable and necessary to protect the legitimate business interests of Yugabyte India;
- g. you have all requisite power and authority, and do not require the consent of any third party to accept our Offer Letter; and
- h. you are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person, organization or body corporate, the terms of which shall be violated by your acceptance of this Offer Letter and its Terms and Conditions.



## 17. MISCELLANEOUS

- 17.1 **Entire Agreement:** The terms of this Offer Letter are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between Yugabyte India and you, whether written or oral. This Offer Letter shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Offer Letter.
- 17.2 **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Offer Letter shall be effective unless made in writing and signed or initialed by all signatories to this Offer Letter.
- 17.3 **Survival:** Termination of this Offer Letter shall not affect those provisions hereof that by their nature are intended to survive such termination including but not limited to clauses on secrecy and confidentiality, intellectual property, responsibility for loss or damage caused due to negligence, misconduct etc, indemnity, non-disparagement and return of documents and Yugabyte India property in this Offer Letter.
- 17.4 **Assignment:** This Offer Letter and the services contemplated hereunder are personal to you and you shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Offer Letter without the written consent of Yugabyte India. Any attempt to do so shall be void. Yugabyte India may fully assign and transfer this Offer Letter in whole or part.
- 17.5 **Waiver:** No waiver by Yugabyte India of any breach of this Offer Letter shall be a waiver of any preceding or succeeding breach. No waiver by Yugabyte India of any right under this Offer Letter shall be construed as a waiver of any other right. Yugabyte India shall not be required to give notice to enforce strict adherence to all terms of this Offer Letter.
- 17.6 **Additional Remedy:** You agree and understand that any breach of any clause of this Offer Letter by you will cause irreparable harm to Yugabyte India for which damages would not be an adequate remedy, and therefore, Yugabyte India will be entitled to injunctive relief with respect thereto in addition to any other remedies.





**17.7 Governing Law and Jurisdiction:** The terms of this Offer Letter shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Offer Letter. You irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bangalore, India for interim reliefs and enforcement of arbitration award, and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

**17.8 Dispute Resolution:** Any dispute that may arise with respect to your internship or its terms shall be submitted for resolution by a sole arbitrator appointed as per the rules of the Singapore International Arbitration Centre (“**SIAC Rules**”). The arbitration shall be governed by the SIAC Rules and the Indian Arbitration & Conciliation Act, 1996. The award made by the sole arbitrator shall be binding on both parties. The language of the arbitration shall be English. The seat of the arbitration shall be Bangalore, India and the venue of the arbitration shall be Bangalore, India. You agree to sign such further documents as required by Yugabyte India for the purposes of resolving any dispute by way of arbitration.

**17.9 Severability:** If any clause, sub-clause, or provision of this Offer Letter, or the application of such clause/ sub-clause or provision, is held invalid by a court of competent jurisdiction, the remainder of this Offer Letter, and the application of such clause/ sub-clause or provision to any persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

**Agreed and accepted:**

Sign: Mehul Bhandari

Name: Mehul Bhandari

Date: 12/17/2022

Email: manibhandari2011@gmail.com



## APPENDIX

### Internship Duties & Responsibilities

- Design, develop and maintain automation framework, system and functional test suites and contribute to Database platform development.
- Test the product for performance, resiliency, security, scalability, and reliability.
- Fix defects identified via testing in the Database platform.
- Understand the end-to-end configuration, technical dependencies, code paths, and overall behavioural characteristics of the products you test.
- Analyze and understand existing test coverage and test cases, identifying opportunities for redesign, replacement, reusability, and improvement in efficiency and performance.
- Define and inspire changes to our product with our development engineering team based on feedback from tests and customer issues.
- Develop and contribute to internal and external knowledge bases. Be a champion for our customers.
- Go above and beyond to ensure customers are getting the most out of their investment in the Yugabyte platform.



## **Annexure B**

### **List of Documents**

1. 2 recent passport-sized photographs
2. Certificate of Internship from previous internships, if any
3. Copy of most recent passport
4. Relevant educational certificates
5. Permanent Account Number (PAN)
6. Birth certificate
7. Driving license
8. Aadhar card