



November 30, 2022

Garvika Joshi

Girls Hostel, Lnmiit, Rupa Ki Nangal, Post-Sumel Via Jamdoli

Jaipur, Rajasthan 302031

Re: Internship with Atlassian India LLP

Dear Garvika Joshi,

We are pleased to offer you the position of Software Engineer Intern with Atlassian India LLP ("**Atlassian**").

The terms and conditions of your internship are as set out in this agreement ("**Agreement**") between you and Atlassian.

1. Duration of Internship

- 1.1. The internship will commence on May 22, 2023.
- 1.2. Your working days and hours, overtime payment, if any, and leave entitlements will be in accordance with the internal policies of Atlassian and in compliance with Applicable Laws. You may be required to work on leave or non-working days and/or be required to be on-call to respond to urgent business needs of Atlassian and/or its customers on any day. If you are required to work on a leave or non-working day, you will be given compensatory leave for the same. Further, Atlassian will pay overtime wages due to be given to you for additional work undertaken by you as per Applicable Laws
- 1.3. The duration of your internship is fixed from the date specified in Clause 1.1. above and will complete on July 14, 2023.
- 1.4. For the duration of the internship, you are permitted to work remotely from Jaipur, Rajasthan. Should applicable travel restrictions and office closures due to the circumstances of COVID-19 become lifted before or during the internship program, you will also be permitted to work from Atlassian's office in Bengaluru, Karnataka, India. In that scenario, whether you work remotely or from the office is entirely up to you. The Company will not request your presence in any office at any point during the internship program.

AtlassianIndia LLP

9th & 10th Floor, Campus 4C RMZ Ecoworld, Marathahalli - Sarjapur Outer Ring Rd, Bengaluru,
Karnataka 560103 T - 91 80 4695 0644 F + 91 80 46950683

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2. Eligibility

- 2.1. In addition to you demonstrating you can satisfy the criteria for the role as set out in the job description you applied for, this internship offer with Atlassian is contingent on you providing evidence, to Atlassian's satisfaction, that you are pursuing the degree specified by Atlassian at one of the institutions identified in your application. Atlassian reserves the right to vary the required educational qualifications or degree required, at its sole discretion.
- 2.2. For the avoidance of doubt, if you cannot produce the evidence required to satisfy Atlassian that you are pursuing the relevant degree from the institution identified in your application, the internship offer and / or this Agreement will be deemed null and void (with no obligation owed by either of the parties).

3. Your Role

- 3.1. Your role will be based on the sole discretion of Atlassian and your internship will be under the guidance of Saikat Halder – Campus Recruiting Manager.
- 3.2. In accepting the terms of this Agreement, you acknowledge that you are not subject to any direct or indirect restrictions on your ability to fully perform the duties of the position and will not be breaching any obligation to a third party by entering into this contract. You further acknowledge that the information furnished by you and as recorded in **Appendix A** is accurate.

4. Stipend

- 4.1. During the Internship Period, you will be compensated a monthly stipend of INR 1,30,000, subject to any deduction as required by law.
- 4.2. You will not be eligible to receive variable compensation, in the nature of bonus payouts, incentive compensation, or any social security contributions.

5. Background Check

- 5.1. Your internship is contingent on a successful background check regarding criminal records, education and employment verification, and in some cases credit history. By signing below, you hereby authorize such a verification and background check and agree to sign any and all documents necessary to enable Atlassian to conduct this verification and background check, and you warrant that all information provided by you is true and correct to the best of your knowledge, and you expressly release Atlassian from any claim or cause of action arising out of Atlassian's verification of such information.

6. Confidentiality

- 6.1. You acknowledge that you may have access to Atlassian's Confidential Information during the Internship Period and agree that all Confidential Information will remain the sole and exclusive property of Atlassian.

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- 6.2. You represent and warrant that you will use Confidential Information strictly as required in fulfilling your requirements as an intern of Atlassian and will not use, copy, tamper, extract or disclose such Confidential Information for any other purpose, including for use with any employer, disclosure to a future employer or an employee thereof, or use in business or for personal gain.
- 6.3. In accordance with the Confidentiality section, interns are prohibited from publishing papers regarding Atlassian technology without prior written approval from their Atlassian manager. The approval should be via a Jira ticketing system for publication approval or via email in the event such a system is not available.
- 6.4. For the purposes of this Agreement, "**Confidential Information**" means information and physical material not generally known or available outside Atlassian and information and physical material entrusted to Atlassian in confidence by third parties. Confidential Information includes, without limitation:
- a. Atlassian's inventions, being discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable including but not limited and related to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon which could be discovered, developed, conceived, or reduced to practice after your contribution towards it or part thereof during the Internship Period; and
 - b. Technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, lists of, or information relating to, suppliers and customers (including, but not limited to, customers of Atlassian with whom you have become acquainted during the Internship Period), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to you by Atlassian either directly or indirectly, whether in writing, electronically, orally, or by observation.
- 6.5. You hereby assign all rights, title and interest thereto in any invention which has been ideated, conceived, designed or developed with the help of your efforts in the Internship Period or thereafter, in perpetuity, to Atlassian. To this endeavor, you hereby agree to execute and sign all documents necessary in the opinion of Atlassian to eliminate any ambiguity as to ownership by Atlassian.

7. Termination of Agreement

- 7.1. In the course of the internship, you may terminate this Agreement on service of 14 (fourteen) days' notice in writing. Atlassian may terminate this Agreement at its sole discretion on service of 7 (seven) days' notice in writing.

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7.2. Atlassian may terminate your internship without notice and payment of stipend and/or housing benefit if you commit any breach of this Agreement, fail to observe its terms, conditions or stipulations, or are guilty of any serious negligence, fraud or gross misconduct including on disciplinary grounds in connection with the business or affairs of Atlassian.

8. Consequences of Completion of Internship or Termination of Agreement

8.1. Immediately upon the completion of the Internship Period or earlier termination of this Agreement, you will deliver to Atlassian (and will not keep in your possession, recreate or deliver to any third party) any and all property, including hardware, software, data, notes, correspondence, specifications, equipment, other documents or property, or reproductions of any of the aforementioned items, whether or not it has been contributed to, ideated, created or developed by you or any Confidential Information known to you during the Internship Period.

8.2. You acknowledge and agree that the obligations set out in Clause 7 (*Confidentiality*), Clause 11 (*Personal Data Collection*), and Clause 13 (*Governing Law*) of this Agreement will survive the completion and/or earlier termination of this Agreement.

9. Relationship

9.1. You acknowledge that this Agreement with Atlassian is solely for the purposes of the internship and does not create a relationship of agency or employment or apprenticeship between the Parties.

9.2. You may not represent yourself as an authorized agent of Atlassian except in the course of the proper performance of your duties or where authorized to do so. When your internship ends, you must not hold yourself out in any business context as being an employee or representative of, or otherwise affiliated with Atlassian.

9.3. Atlassian will be entitled, but not obligated to, make an offer of employment to you at its sole discretion, upon successful completion of the Internship Period.

10. Personal Data Collection

You hereby grant your consent to Atlassian, to collect, use, store, and process your personal data or information, including any sensitive personal data, as defined under the applicable laws, required for purposes ancillary to your internship.

11. Compliance with Policies and Applicable Laws

You confirm that you have read, understood and agree to comply with all the provisions of the policies of Atlassian as amended from time to time in addition to compliance with applicable laws. Your signature in the space provided below will be construed as acceptance of this Agreement.

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12. Governing Law

The validity, interpretation and implementation of this Agreement will be governed by and construed in accordance with the laws of India. The courts at Bengaluru, Karnataka, India will have the exclusive jurisdiction to deal with all matters arising out of this Agreement.

Signed on Behalf of **Atlassian**

A handwritten signature in blue ink, appearing to read "Ajmera", with a horizontal line underneath.

By: Dinesh Ajmera

Title: Site Lead & Head of Engineering, Bengaluru

Signed and Accepted by Garvika Joshi

DocuSigned by:

A handwritten signature in blue ink, appearing to read "Garvika", with a horizontal line underneath.

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Date: November 30, 2022

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APPENDIX A

Intern Information

Name: Garvika Joshi

Residential Address: Girls Hostel, Lnmiit, Rupa Ki Nangal, Post-Sumel Via Jamdoli Jaipur, Rajasthan 302031

Contact Number: 6398649505

E-mail Address: 20ucc041@lnmiit.ac.in

Enclosed: (Proof of identity and residence, copies of education transcripts)

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Subject: Offer from Atlassian

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Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Debbie Delos Trinos

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350 Bush Street, 13th Floor

Envelope Stamping: Enabled

San Francisco, CA 94104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

ddelostrinos@atlassian.com

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Signer Events

Garvika Joshi

20ucc041@Inmiit.ac.in

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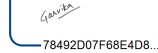
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ID: 3aa2728c-e8d3-4521-a6cc-3ce564068c3e

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Signature

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