

syncron

Internship Agreement

Pratyush Chahar

Syncron Software India Pvt Ltd

4th & 3rd Floor, C/O Indiqube "LOGOS", Municipal No. 206, Mahatma Gandhi Rd | Bengaluru, Karnataka, 560001, India.

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CIN: U72200KA2015FTC084411



INTERNSHIP AGREEMENT

THIS **INTERNSHIP AGREEMENT** ("**Agreement**") entered on this 19th April 2023 at **Bangalore**, India between **SYNCRON SOFTWARE INDIA PRIVATE LIMITED**, with its registered office at 4th & 3rd Floor, C/O Indiqube LOGOS, Municipal No. 206, M. G. Road, Bangalore - 560001, Karnataka, India (hereinafter referred to as "**Company**"), which expression shall, unless repugnant to the context, the meaning thereof or excluded by the same, mean and include its successors, assigns, nominees and permitted affiliates as the case may be of the **FIRST PART**;

AND

Mr. Pratyush Chahar son of **Manoj Kumar**, born on **October 21st, 2001**, resident of **House No. 120/A, Sector - 13, Avas Vikas Colony, Sikandra, Agra**. (hereinafter referred to as the "**Intern**") which expressions shall, unless repugnant to the context, the meaning thereof or excluded by the same, mean and include his/her successors and permitted assigns as the case may be of the **OTHER PART**.

The Company and the Intern shall hereinafter be collectively referred to as "**the Parties**" and where the context permits, individually referred to as "**the Party**".

WHEREAS, Company is incorporated in India and is in the business of information technology.

AND WHEREAS, the Company is desirous of contracting the services of the Intern for the purpose of Product Consultant for the Company in Bangalore with starting date **May 23rd, 2023** (hereinafter the "**Effective Date**").

AND WHEREAS, the Intern representing himself / herself of possessing requisite qualifications, capabilities and experience has offered his/her skills & services to Company on such terms and conditions as may be offered by Company

AND WHEREAS the Company has agreed to contract the services of the Intern on the terms and conditions contained hereinafter.

1. TERM AND SERVICES

1.1 Term

The Parties agree that this Internship Agreement shall be for a period of "**SIX Months**" commencing from the Effective Date and shall be on a rolling basis and shall remain in force until terminated in accordance with the provisions of this Agreement.

1.2 Scope of Services

The purpose of the agreement is to provide the Intern with opportunities to gain professional, organizational and personal skills in the software industry. This agreement is for a temporary internship with the company and the individual will be aligned with a relevant team in the Customer Excellence/Support division of the company.

1.3 Duties

The Intern will be assigned to a team and given assignments that are aligned with the larger goals of the Product organization. Product Owner Managers directly on all core and critical team efforts. Candidates are expected to own and drive multiple independent and collaborative efforts to completion. Support workstreams such as next-generation product spec and offering definitions, service and maintenance topics, and more. Candidates are expected to perform market and customer research, present trade-offs and opportunities, and drive conclusive decisions with key technical and commercial stakeholders. Evaluating business processes, anticipating requirements, uncovering areas for

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improvement, and developing and implementing solutions. Leading ongoing reviews of business processes and developing optimization strategies. Staying up to date on the latest process and IT advancements to modernize systems.

1.4 Exclusivity

It is clarified that the Intern shall not, during the Term of this Agreement and during any subsequent terms, provide services similar to the services rendered under this Agreement, to any other third party.

1.5 Place of Work

The place of internship will be in Bangalore, India or at a place/location as mutually agreed by Synchron, India and the Intern.

2. REMUNERATION

The Intern will receive a basic remuneration of **INR 30,000/-** Inclusive of taxes per month, as applicable paid to a bank account of the Intern's choice. Payments are made at the end (usually day 25) of each month.

2.1 NO BENEFITS

The Intern acknowledges and agrees that the Intern is not an employee and will not be eligible to participate in any plans, arrangements, or distributions by the Company pertaining to any bonus, profit sharing, insurance or similar benefits for the Company's employees.

3. HOURS

The Internship contractual hours of work are **40** hours per week which includes 5 days per week. However, the Intern may be required to work additional or irregular hours to meet workload peaks, and customer working hours and patterns.

4. TERMINATION

4.1 The Internship contract may be terminated by either party by giving one (1) month written notice to the other Party.

4.2 Termination for Cause: Notwithstanding any provision of this Agreement, the Company shall have the right to terminate this Agreement, effective immediately, by serving a written notice to the Intern, in the event:

- (i) The Intern commits a breach any of the terms and conditions of this Agreement, which is not cured within 30 (thirty) business days of the receipt of notice thereof given to the Intern; or
- (ii) The Intern being convicted of any offence under any applicable law or restricted in any manner from conducting business or rendering the services contemplated herein for any reason whatsoever.



- 4.3** In the event of termination of this Agreement, the Intern shall be paid any pending remuneration for any portion of the services that have been performed prior to the termination on a pro rata basis.
- 4.4** In case of termination of this Agreement as aforesaid, the Intern shall forthwith cease to use all Intellectual Property of the Company (if permitted by the Company to be used under any agreement) including the trademark of the Company and shall promptly return all logos and other promotional material etc., in its possession, to the Company.

5. CONFIDENTIALITY

- 5.1** "Confidential Information" shall mean all and any non-public information, tangible or intangible, written or oral, whether direct or indirect, whether or not technical in nature, relating to the Company and / or its affiliates or associates, and / or any non-public information entrusted with the Company, and / or any non-public information entrusted with the Company by any third party, which may be furnished by the Company including their legal advisers, financial advisers, Interns, auditors, officers or agents, and which is reasonably understood to be confidential or proprietary to the Company and shall include without limitation, any information that is designated by the Company as Confidential Information at the time of its disclosure.

Confidential Information shall include information pertaining to the Company's innovations, concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, clients, customers and suppliers and any other nonpublic information that has commercial value.

Confidential Information shall not include any information that:

- (i) is or subsequently becomes publicly available without the breach by the Intern of any obligation of confidentiality owed to the Company;
- (ii) became known to the Intern prior to disclosure of such information by the Company;
- (iii) became known to the Intern from a source other than the Company, other than by breach of an obligation of confidentiality owed to the Company; or
- (iv) is independently developed by the Intern without the use of any Confidential Information received from the Company.

- 5.2** The Intern will not disclose or make available any Confidential Information to any third party except in the normal course of Company business or with prior written permission from the Company.
- 5.3** Failure to observe these obligations, which remain binding even after termination of this Agreement, howsoever caused, would entitle the Company to take such action, disciplinary or legal, as is necessary to prevent loss and damage being suffered by the Company.

6. NON-SOLICITATION / NON-COMPETE

The Intern agrees not to solicit or cause to be solicited, either during his/her contract with the Company or for a period of one (1) year thereafter any employee of the Company or any of its affiliates or

subsidiaries or any of its clients, directly or indirectly for any person or company engaged in the similar business undertaking.

During the term of the contract and for a period of one (1) year from the date of cessation of contract, the Intern shall not whether directly or indirectly and whether on your own behalf or jointly with any person, firm or corporation be engaged in any business or activity which competes with the business of the Company. Further, the Employee shall not be directly or indirectly concerned or interested in any capacity in any trade, business or occupation, whether or not of a similar nature to or competing in any material respect with any of the businesses of the Company or its affiliated entities.

7. COMPANY PROPERTY

On request and in any event on termination of your employment you are required to return to the Company all company property including any company car, company credit or charge cards, your security pass, all keys, computer hard and software including discs and all documents in whatever form (including notes and minutes of meetings, customer lists, diaries and address books, computer printouts, plans, projections) together with all copies which are in your possession or under your control.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property rights (including, without limitation, rights in inventions, patents, registered designs, unregistered designs, copyright, technical information or know how or similar rights as well as the right to apply for registered protection for any such rights) arising in the course of or as a consequence of work done by the Intern during the tenure of his/her rendering services to the Company shall belong to the Company.

8.2 The Intern shall immediately communicate to the Company full details of any inventions, discoveries and any designs, or other matters made, devised or discovered by the Intern during his/her tenure of his/her rendering services to the Company, whether during or outside normal working hours, and whether alone or with others, and shall not disclose them (or any proposals the Company communicates to the Intern) to any third party without the Company's prior written consent. The Company shall own all documents, drawings, models, samples, prototypes and the like prepared by the Intern and which relate to such rights.

9. INDEMNITY

9.1 Without prejudice to any other right available to the Company under any applicable laws, equity or under this Agreement, the Intern ("**Indemnifying Party**") hereby agrees to indemnify, defend and hold harmless the Company, its directors, employees, agents and authorized representatives ("**Indemnified Party**") from and against any and all damages, claims, actions, judgments or causes of action (collectively "**Loss**"), based upon, arising out of, or in relation to or otherwise in respect of any breach of any of the representations and warranties given or any of its obligations or performance of the services under this Agreement. Any compensation or indemnity as referred to above, shall be such, as to place the Indemnified Party, at the election of the Indemnified Party, in the same position as they would have been in, had there not been any breach and as if the representation and/or warranty under which the Indemnified Party, at the election of the Indemnified Party, is to be indemnified, had been correct.

- 9.2** The Intern agrees and acknowledges that any breach or threatened breach of the covenants and agreements set forth in this Agreement may cause irreparable injury to the Company for which monetary damages would be an inadequate remedy and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive, prohibitory or other urgent relief against the threatened breach of this Agreement or the continuation of any such breach by the Intern.

10. LIMITATION OF LIABILITY

In no event will the Company be liable for any special, incidental, punitive or consequential damages of any kind in connection with this Agreement, even if the Company has been informed in advance of the possibility of such damages.

11. GENERAL

- 11.1 Applicable Law and Jurisdiction:** This Agreement shall be governed by the laws of India. In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in the Courts of Bangalore.
- 11.2 Dispute Resolution:** In the event of any dispute, controversy or claim whatsoever arising from the terms and conditions of this Agreement, the Parties shall undertake to make every effort to reach an amicable settlement within fifteen (15) days upon reference of the dispute by any Party through discussions among the concerned representatives of Parties, failing which the dispute, controversy or claim shall be settled by Arbitration by a Sole Arbitrator appointed by the 'President-Arbitration Centre-Karnataka', Bangalore as per Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be Bangalore and it shall be conducted in English language. The award passed by the Sole Arbitrator shall be final and binding upon the Parties. The cost of arbitration shall be borne by the Party against whom the award is passed.
- 11.3 Independent Contractors:** The Company and the Intern are independent contractors. Neither Party is an employee, agent or representative of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of the other Party, or to incur any obligation or liability or otherwise bind the other Party. This Agreement does not create a joint venture or partnership between the Parties nor impose any partnership liability upon either Party.
- 11.4 Waiver:** The delay on the part of any Party in exercising any rights, powers or privileges hereunder shall not be considered as a waiver, unless such waiver is expressly communicated to the other Party. Further, the waiver on the part of any Party of any of its rights, powers or privileges herein shall not operate as a waiver of any of its other rights, powers or privileges herein. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies, which either of the Parties may otherwise have at law, or in equity.
- 11.5 Headings:** The headings contained in the Agreement are inserted for reference only. In the event of any inconsistency between the headings and the corresponding text, the text shall prevail.
- 11.6 Counterparts:** The Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both shall constitute one and the same instrument. In pleading or proving any provisions of the Agreement, it shall not be necessary to produce more than one of such counterparts.

- 11.7 Severability:** Any provisions of the Agreement, if held to be invalid or unenforceable for any reason(s) whatsoever, shall be ineffective to the extent of such invalidity or unenforceability, without affecting the validity or the enforceability of the other provisions of the Agreement, if the same are severable.
- 11.8 Modifications of the Agreement:** No change of or addition to the Terms and Conditions shall be effective or binding either on the Company or the Intern unless set forth in writing and signed by the Parties.
- 11.9 Assignment:** The Agreement is of a personal nature and the Intern cannot assign the Agreement to any third party(s). The Company shall however have a right to assign the terms of this Agreement to any third party concern or entity, provided however that any such assignment shall not have any negative impact on the terms of employment of the Intern.
- 11.10 Notice:** Any notice(s), communication(s), request(s) or instruction(s) contemplated, provided or required to be given hereunder by a Party hereto to the other shall be in writing, and shall be deemed sufficiently given if delivered personally; sent by e-mail; sent by facsimile transmission; or sent by registered post to the other Party at the addresses mentioned herein above provided in the Recitals.

All notice(s), communication(s), request(s) or instruction(s) as aforesaid, if delivered personally shall be deemed to have been received at the time of such delivery; if sent by e-mail or facsimile transmission shall be deemed to have been received (48) forty-eight hours next after the same shall be proved to have been sent; if sent by registered post shall be deemed to have been received (3) three days next after dispatch.

- 11.11 Entire Agreement:** The Agreement constitutes the entire Agreement between the Company and the Intern with respect to the transactions contemplated herein and cancels, revokes and supersedes all previous written or oral negotiations, commitments and writings, if any, with respect to the transactions contemplated herein.

For & on behalf of Syncron Software India Pvt Ltd

Bangalore, April 19th, 2023

Samson James



Director Employee Excellence

Bangalore, April 19th, 2023

Intern Signature



Mr. Pratyush Chahar