



Grey Swift Private Limited

CIN: U74999HR2016PTC066380

Corp. Office: #444, 1st Floor, Udyog Vihar Ph III, Sec-20, Gurugram, Haryana, 122016, India **Email:** enquiry@leegality.com **Contact:** +91 84488 52600

STRICTLY PRIVATE & CONFIDENTIAL

23rd January 2022

Shaik Dastagiri

S/O Imam
7-120 Mustabada
Krishna Andhra Pradesh - 521107

SUBJECT: INTERNSHIP AGREEMENT LETTER

Dear Shaik,

This is in reference to your internship with Grey Swift Private Limited ("**Company**"). The Company is pleased to appoint you as **Technical Intern** with effect from **23rd January 2023 ("Joining Date")**. Your internship is subject to your being medically fit to work. Your internship is subject to the following terms and conditions. Please note that the terms of the Internship offer letter ("**Offer Letter**") dated **7th October 2022** shall be read in conjunction with this Letter. It is our pleasure to inform you that upon assessment we have found that your skills and competencies are well suited for this role. The terms of this letter are final.

- 1. Conditions:** Your internship and is subject to the completion of formalities that have been intimated to you by the Company. It is clarified that the Company may, without the need to terminate or execute a fresh letter, assign you additional tasks and/or to modify or remove your assigned duties from time to time. You are required to perform your duties, obligations and any other additional tasks to the satisfaction of the Company, including without limitation, correct any deficiencies to the satisfaction of the Company, without the payment of any additional compensation.
- 2. Reporting:** You will report to the **Technical Lead ("Your Manager")** or such other person as may be intimated to you by the Company from time to time. You shall comply with all instructions and directions that are given to you with respect to your internship with the Company by your supervisor.
- 3. Posting:** Your internship with the Company will require you to work **remotely**.
- 4. Ordinary business:** Our standard office timings are from **1000hrs to 1930hrs IST**, from **Monday to Friday**. Your working hours will be advised to you by your Manager. You agree that your internship with the Company shall be **full time**. Furthermore, it is clarified that you are not permitted to remain absent for a period of more than **3 (three) consecutive working days**, without the prior written approval of your superior. Any violation of the obligations detailed in this sub-clause will be considered a material breach of the terms of your internship agreement and will give the Company the right to immediately terminate your internship.
- 5. Compensation and Benefits:** You will receive a monthly stipend of **INR 25000 (Rupees Twenty Five Thousand Only)** on a cost to company (**CTC**) basis, including all allowances, as applicable, as set out in your Offer Letter.



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The Company will deduct income tax or any other statutory deductions at source, as specified under applicable laws. You shall be liable to pay all taxes (direct and indirect), levies, cess and other statutory payments on the compensation received by you. The Company is authorized to deduct from your remuneration all debts owed by you to the Company.

6. **Devices:** You confirm that you will always maintain a working smartphone and functional laptop/desktop, in substance and operations satisfactory to the Company. In case you fail to do so, the same would be considered a material breach of the terms of your employment.
7. **Date of birth:** The date of birth declared by you is **22-Nov-2001** You agree that the Company will be relying on the date of birth for **all service matters** of the Company.
8. **Internship Period:** Your internship with the Company will last for a period of **23rd January -31st May 2023**, which may be reduced or extended for a further period of 3 more months at the discretion of the Company. On successful completion of the full internship period. If your performance is found satisfactory, an employment offer letter will be issued to you at the discretion of the Company. The above mentioned Employment will commence on the **1st June 2023**.
9. **Company interest:** You agree that you shall diligently promote the best interests of the Company and you shall serve the Company to the best of your ability, faithfully, honestly, diligently, and efficiently. You agree that during the term of your internship with the Company and following the termination or expiry of your employment, you will not at any time disparage or defame or in any way criticize the management, operations, products, services or business of Company. You shall comply with all the guidelines, policies, and directions of the Company in place from time to time and shall at all times act in such a manner so as to promote the corporate culture of the Company.
10. **Data collection:** During the tenure of internship with the Company you are required to disclose all material or relevant information which may either affect your internship with the Company, currently or in future or may be in conflict with the terms and conditions of your internship with the Company directly or indirectly. You agree that the Company may collect, use, process by computer or otherwise and transmit locally or internationally your personal data for business and other legitimate purpose. You confirm and warrant that all information provided by you to the Company or to be provided by you is true, accurate and not misleading in any manner whatsoever.
11. **Company policies:** You will be subject to the rules and regulations of the Company and the service conditions as are in force at present or as may be introduced or amended or extended or rescinded from time to time. It is, specifically, clarified that any gross negligence or gross incompetence which may, in the opinion of the Company, result in a liability or loss for the Company will be considered a material breach of the terms of your internship and will give the Company the right to immediately terminate your internship.
12. **Confidentiality:** You agree that you will hold in confidence and not directly or indirectly reveal, report, publish, disclose or transfer any Confidential Information, or utilize any Confidential Information for any purpose, except in the course of your work for the Company and for the Company's sole benefit. Upon request of the Company, you shall immediately return or destroy and certify such return or destruction of the Confidential Information (including all documents and materials and all copies or excerpts thereof in any form or medium) and shall also erase all Confidential Information from its computer systems to the extent possible.

For the purpose of this letter, "**Confidential Information**" means and includes information relating to statutory proceedings and meetings within the Company, the development, utility, operation, functionality, performance, cost, know-how, details of present and proposed businesses, formulas, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, information regarding research and development, unpublished financial statements, budgets, capitalization. and other financial details, computer



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programming techniques, methodologies and related technical information, business or marketing plans, forecasts, licenses, prices or lists, operating procedures, organization responsibilities, marketing matters and any policies or procedures, software programs and files, operating manuals, user manuals documentation, source code and any and all other information which is confidential and proprietary to the Company or to third parties with which the Company has relationships, and disclosed to or obtained by you from the Company or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company or its clients. Please note that this letter shall be read in addition to, and not in derogation of, any non-disclosure agreement executed by you in favour of the Company.

- 13. Personal Information:** During the tenure of your engagement with the Company, you may come in in contact with Personal Information (of the Client or any other clients, customer, employees, agents of the Client). In connection with the Personal Information, you confirm that (a) you shall not tamper, modify, alter, delete or amend any Personal Information during the provision of your services to the Company and its clients; (b) you shall not remove or transfer any Personal Information from the server or systems of the clients of the Company, including without limitation, store, download, record or maintain any Personal Information in portable devices capable of data storage (including, without limitation, laptops, PDAs, and memory sticks) whether owned or controlled by the Company or any other person, or on the servers or systems of the Company (including on any computers, servers or other cloud systems used or provided by the Company); (c) you shall promptly inform the Company in case any Personal Information is stored or transferred in breach of sub-clause (b) above; and (d) you shall always abide by the directions of the Company and the clients of the Company in dealing with any Personal Information. For the purposes of this letter, "**Personal Information**" means any information relating to an identified or identifiable natural person. An "**identifiable natural person**" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, contact details, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 14. Work product:** The Company shall at all times be the sole and exclusive owner of all copyright and other Intellectual Property rights of the proprietary information and work products (including but not limited to designs, trademarks, customer and supplier lists, software, processes, documentation, diagrams, reports and corporate policies, source code, ideas, designs and opportunities) that may be created/developed by you in the course of your internship with the Company. Further, the clients of the Company may have rights in the work created or developed by you, in accordance with the agreement between the Company and the Client. You hereby waive all Intellectual Property and moral rights and agree to waive all rights in any literary/artistic works, computer program or compilations that you may create/develop in the course of your internship with the Company. For the purposes of this letter, "**Intellectual Property**" means (i) all patents, trade-marks, business processes, domain names, works of authorship, designs, utility models, copyrights whether registered or unregistered, which are owned by the Company or acquired or developed by the Company in the course of its business, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; (ii) all processes, inventions, ideas, programs, codes, software, algorithms, discoveries, correspondence, trade secrets, databases, know-how, creations or improvements upon, additions or any research effort relating to any of the above, whether registrable or not.
- 15. Non-solicit of customers:** During the Term, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer of the Company; (ii) persuade any previous, existing or prospective customer to cease doing business with the Company; (iii) reduce the amount of business which any customer has customarily done or might propose doing with the Company.
- 16. Non-solicit of employees:** You agree that during the Term, for whatever reasons, you shall not directly or indirectly, solicit or entice away or endeavour to solicit or to entice away from the Company, any Company



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employee, contractor or service provider (including any past employee, contractor or service provider who was engaged with the Company at least **6 (six) months** prior to the date of solicitation or enticement).

- 17. Warranty:** You hereby represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your internship in accordance with the terms and conditions of this letter. You further represent that there are no civil or criminal or other legal/statutory/departmental proceedings initiated against you. Additionally, you confirm that your internship with the Company does not conflict, and has never conflicted, with your obligations under any other contract or arrangement (including any contracts with your previous employer, if any) and your continued internship with the Company does not violate, and has never violated, any applicable law or contract or arrangement binding on you.
- 18. Resignation:** In case you intend to terminate your internship with the Company at any point of time, you are required to serve a notice in writing of **15 (fifteen) days ("Notice Period")**. The early release during the notice period will be permitted only at the sole discretion of the Company. It is clarified that on termination or on resignation, as applicable, you will be required to comply with all exit formalities, as specified by the Company.
- 19. Termination:** The Company may, at its sole discretion, terminate your internship without cause by giving you a notice of **15 (fifteen) days** or pay in lieu of the notice period starting from the date which Company informs you the decision on. If your service is being terminated on the ground of the breach of the terms of your internship, absence for 3 (three) days without prior authorization, any negligence in the execution of your internship duties, indiscipline, misconduct or misdemeanour or as a consequence of any other disciplinary action(s), the Company may release you on an immediate basis without paying for the notice period.
- 20. Return of Company Property:** In the event of termination or resignation, you shall be required to hand over all materials and information in your possession to the Company, including without limitation any Confidential Information or materials, or any Company Property in your possession on the last day of your internship with the Company, or in case you are not present at such time, within a period of 2 (two) calendar days from the date of termination or resignation, as intimated to you by the Company. Until such time as all the Property is returned to the Company, the Company shall, in addition to initiating legal proceedings for recovery, be entitled to withhold any dues of the Intern and may further, at its discretion, deduct therefrom, the full value of the Property calculated at its then replacement price. In addition, the Company may also take any other legal action against the Intern and shall have the right to recover the full amount of the replacement price, if the dues of the Intern are not sufficient to cover the replacement price. Further, the Intern shall compensate the Company for any misuse or damage to the Property of the Company.

For the purposes of this letter, "**Property**" includes, but is not limited to the following: (i) internal memoranda, computer equipment (including software), SIM cards, mobile handsets, training materials, rules, books, and all other like property, including all copies, duplications, replications, and derivatives of such property; (ii) any residential accommodation, furniture, fixtures, fittings and furnishings, communication equipment, automobile and all other items; and, (iii) any tangible expression of Confidential Information, including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto.
- 21. Right of set off:** In case you owe any amounts to the Company, the Company reserves the rights to set-off such amounts payable by you from any amounts owed to you by the Company and the Company's determination in this regard shall be final and binding.
- 22. Applicable law and jurisdiction:** The terms of your internship shall be governed by the laws of India. It is agreed that any disputes of whatsoever nature between you and the Company will be referred to arbitration by a sole arbitrator under the Indian Arbitration and Conciliation Act, 1996. The arbitrator will be jointly appointed by you and the Company and will be required to conduct the arbitration in accordance with applicable law. In case the



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Company and you are unable to agree on the arbitrator, you hereby consent to the sole and exclusive right of the Company to appoint the arbitrator in case of such disagreement and agree that the sole arbitrator will be appointed by the Company as a mode of administrative convenience and to reduce the associated costs of arbitration. It is agreed that the courts in [New Delhi] will have jurisdiction over any disputes arising under the terms of your employment.

The Company and you acknowledge and agree that the foregoing accurately describes the relationship that you are willing to enter into with the Company and the Company and you agree that this Letter is fair and reasonable.

Please eSign this document, as a token of your having accepted the above terms and conditions. We are truly excited to have you join our team.

Regards,

Shivam Singla

**Founder & CEO
Grey Swift Pvt. Ltd.**

Accepted:

Shaik Dastagiri

eSignature-