

Strictly Private & Confidential

Vigneswari Arumugam

December 15, 2020

Dear Vigneswari,

Internship Letter ("Agreement")

We are pleased to offer you a position as a Student Intern with IT Department of BNP Paribas India Solutions Pvt. Ltd ("**BNPP**") in India on the terms and conditions set out in this Agreement.

For the purposes of this Agreement, an "**affiliate**" shall include any subsidiary or holding company of BNP Paribas.

1. Period of Internship

The term of your internship will be for a period of **6 months**, commencing on **January 13, 2021** and ending on **July 12, 2021**. For the avoidance of doubt, the terms and conditions of internship set out herein will be effective from the date you commence your internship with BNPP.

2. Internship Allowance

- 2.1 You will receive an internship allowance of **INR 20,000** (less applicable deductions) per calendar month (pro-rated for any incomplete month of internship). You acknowledge and agree that you will not receive any other benefit (in cash or in kind) from BNPP.
- 2.2 You may be permitted, at the discretion of BNPP, to be absent from your internship for urgent personal reasons for a period not exceeding 10 working days, and no deduction from your internship allowance will be made provided you have obtained prior written permission from BNPP for such absence. For the avoidance of doubt, deduction from your internship allowance will be made in respect of any unauthorized absence.

3. Place of Internship

Your place of internship will be at our offices in **Chennai** or such other location(s) within India as BNPP may require from time to time. During the course of your internship with BNPP, you may be assigned to any current or future divisions or departments of BNPP or its affiliates. You may also be required to travel within India or overseas as BNPP may request from time to time.

4. Hours of Internship

- 4.1 Your core internship hours are from 9:30 a.m. to 6:00 p.m., Monday to Friday (including half an hour lunch break). Your normal rest day will be Sunday (or such other day scheduled as a rest day). Saturday will normally be a contractual day off (unless an alternative contractual day off is scheduled). BNPP reserves the right to adjust the internship hours at its discretion.
- 4.2 From time to time you may be required to perform your internship duties outside the abovementioned core hours in order to meet our business needs and your individual objectives. You acknowledge and agree that you will not receive additional payment for any internship duties you perform outside of the abovementioned core hours.

5. Confidentiality Obligations

- 5.1 At any time during your internship with BNPP and after termination of your internship with BNPP, you must not, without the prior written consent of BNPP, disclose or make use of any confidential information (as defined below) relating or belonging to BNPP or any of its affiliates, or their customers or clients.

“Confidential information” means details of customers and their requirements, details of suppliers and their terms of business, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and officers and of the remuneration and other benefits paid to them, information relating to research activities, formulae and product lines, know-how, any information which you are told is confidential and any information which has been given to BNPP or any of its affiliates in confidence by customers, suppliers or other persons.

- 5.2 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (whether made or created by you or otherwise) relating to the business of BNPP or any of its affiliates, and any copies of the same:

- (a) Shall be and remain the property of BNPP or the relevant affiliate; and
- (b) Shall be returned to BNPP or the relevant affiliate on demand and in any event upon termination of your internship.

- 5.3 All developments, productions, written work, inventions and improvements of inventions, whether patentable or not, made by you or to which you would have contributed in the course of your internship, and all industrial and intellectual property rights and copyrights made by you or to which you would have contributed in the course of your internship shall be and remain the exclusive property of BNPP or the relevant affiliate, and to the extent necessary you assign any potential rights relating thereto to BNPP. This includes without limitation all research and research products, “know-how” developed in whatever form and systems developments.

6. Restrictions on Intern

- 6.1 During your internship with BNPP and for a period of 6 months after the termination of your internship with BNPP, you must not, without the prior written consent of BNPP, directly or indirectly and whether on your own behalf or in conjunction with or on behalf of any other person:

- (a) solicit, engage, or otherwise endeavour to entice away any employees or agents of BNPP or any of its affiliates, or induce or persuade any such persons to cease working for, or representing, or doing business with BNPP or any of its affiliates;
- (b) canvass, solicit, contact or approach any BNPP’s or any of its affiliates’ clients, customers, suppliers or agents with whom or which you had dealings in the course of your internship with BNPP during the period of 12 months immediately preceding the date of termination of your internship, or have any business dealings with any such clients, customers, suppliers or agents.

- 6.2 You agree that the restrictions contained in clause 6.1 above are reasonable and necessary for the protection of the legitimate interests of BNPP and its affiliates; however, in the event that any such restrictions are held to be void but would be valid if part of their wording were deleted or the period of application reduced or the geographical scope narrowed, such restriction shall apply with such modification as may be necessary to make it valid or effective.

- 6.3 The restrictions set out in clause 6 shall remain in full force and effect and survive the termination of this Agreement for any reason whatsoever.

7. Termination

- 7.1 BNPP may terminate this Agreement by giving 15 days' prior written notice or payment in lieu of 15 days' notice to you.
- 7.2 You may terminate this Agreement by giving 15 days' prior written notice to BNPP. In the event of your resignation, BNPP may terminate your internship immediately by making a payment in lieu of the remaining notice period.
- 7.3 Nothing in this Agreement shall otherwise limit either party's right to terminate this Agreement with or without notice in accordance with applicable laws.

8. Other Conditions

- 8.1 You acknowledge and agree that during your internship with BNPP:
 - (a) You must not (save with the prior written consent of BNPP) directly or indirectly, and whether on your own behalf or in conjunction with or on behalf of any other person, be employed, engaged, concerned or interested in any other business or occupation, whether within India or elsewhere; and
 - (b) You must not act in conflict with BNPP's best interests or your obligations to BNPP. If you become aware of any actual or potential conflict of interest, you must immediately disclose such conflict of interest to BNPP.
- 8.2 You acknowledge and agree that you shall be wholly and solely responsible for fulfilling all your tax obligations, including without limitation declaration and payment of all taxes arising from your professional and personal income, wherever and whenever they arise.
- 8.3 BNPP reserves the right to vary any terms and conditions of your internship from time to time, to the extent permitted under applicable laws. You are required to comply with the Code of Conduct, compliance policies, and any other applicable policies, procedures and guidelines as issued and/or amended by BNPP from time to time. Application of such policies, procedures and guidelines is at BNPP's discretion, and BNPP reserves the right to change, amend, supplement, withdraw or discontinue its policies, procedures and guidelines at its discretion in accordance with applicable laws. You are responsible for keeping yourself up-to-date with the latest version of these policies, procedures and guidelines.

9. Data Privacy

You consent to BNPP and any of its affiliates holding and processing the data it collects in relation to you in the course of your internship, for the purpose of BNPP's administration and management of its staff and its business and for compliance with applicable laws, regulations and procedures, and to the transfer, storage and processing of such data in and outside India.

Please refer to BNPP's Privacy Policy Statement & Personal Information Collection Statement for further details relating to data privacy.

10. Third Party Rights

No one other than a party to this Agreement shall have any right to enforce any of its terms.

11. Entire Agreement

This Agreement constitutes the entire agreement between you and BNPP, and shall supersede any prior written or oral agreement or understanding between you and BNPP in relation to the matters dealt with herein. You acknowledge and agree that you are not entering into this Agreement in reliance on any representation, warranty or undertaking not expressly set out in this Agreement. No variations to the terms of this Agreement will be valid unless they are authorized in writing by BNPP.

12. Governing Law and Jurisdiction

This Agreement and all aspects of your internship shall be governed by and construed in accordance with the laws of India. In the event of any dispute, the matter shall be resolved in India and you shall submit to the exclusive jurisdiction of the courts and/or tribunals of **Chennai**.

This offer is conditional upon the following terms and may be withdrawn or rescinded without liability on the part of BNPP should any or all of them not be satisfied.

- BNPP receives satisfactory references about you from your college;
- You successfully complete background checks to the satisfaction of BNPP. In the event any matter is identified pursuant to such background checks which requires the consent of any regulatory authority, the offer is also subject to such consent;
- You will not be in breach of any contractual obligation from any other persons and are available to commence internship with BNPP on or before **January 13, 2021**; and
- Your agreement to abide by the prescribed policies, procedures and guidelines of BNPP, as notified to you from time to time.

Please signify your agreement to the above by signing and returning the enclosed copy of this letter. This offer will be valid for 7 days from the date of this letter and will lapse if you have not returned an original signed copy of this letter to us on or before such expiry date.

Yours sincerely,
For and on behalf of
BNP Paribas India Solutions Pvt. Ltd

Mitu SETH
Director, Head - Human Resources

Imran PATEL
Senior Vice President - Human Resources