

INTERNSHIP AGREEMENT

This Internship Agreement (the "**Agreement**") is made at Chennai on 31st March, 2021 by and between **Prodapt Solutions Private Limited** with its registered address at Prince Info City II, 4th floor, No. 283/4, Rajiv Gandhi Salai (OMR), Kandanchavadi, Chennai – 96, India ("**Prodapt**" or the "**Company**") and MAHALAKSHMI.M with his/ her address at 1038 Mettu street, Valathi post, Melmalayanur, villpuram-604208 (the "**Intern**").

The Intern and the Company are collectively hereinafter in this Agreement referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Company is willing to provide to the Intern certain on-job training (hereinafter referred as "**Internship**").

WHEREAS the Intern has agreed for the Internship to gain valuable insight and experience on the Company's business.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1) **Term of Agreement.** The Internship shall commence on 31st March, 2021 ("**Commencement Date**"). The Company may at any time in its sole discretion, terminate the Internship without notice or cause to the Intern. Provided however, the Intern shall be required to provide 90 days written notice to the Company in the event of termination of this Agreement before completion of 18 months and shall be required to pay the liquidated damages as per Section 8 of this Agreement in addition to the notice period.
- 2) **Stipend.** Your stipend will be Rs.25000 per month payable in arrears on or before the 7th day of the subsequent month. Compensation is subject to TDS and Mediclaim deductions as per below table.

Mediclaim Deduction	TDS Deduction (7.5%)
INR 417/-	INR 1875/-

- 3) **Leaves.** Intern shall be entitled for annual leaves as per Company policies.
- 4) **Internship.** The Intern undertakes to use his/her best efforts and abilities to promote the interests of the Company and shall participate in the Internship during which period the Company shall bear the Internship related expenses. The Intern shall observe the policies, standards and regulations of the Company.

- 5) **Intern Representation.** The Intern represents that he/she is fully authorized to enter into and to perform all obligations under this Agreement without conflicting with any other commitment, agreement or understanding. The Intern represents that the particulars furnished by the Intern regarding the Intern's qualifications and eligibility for this Agreement are correct.
- 6) **Confidentiality.** During the term of Internship with the Company and any time thereafter, the Intern will not use, disclose, reveal or report any confidential information of the Company's past or current clients, or of other parties which have disclosed confidential or proprietary information to the Company. As used herein, "confidential information" means information not generally known that is proprietary to the Company, its clients or other parties, including but not limited to information about any clients, prospective clients, sales proposals, employees, processes, operations, products, services, organization, research, development, accounting, marketing, applications, selling, servicing, finance, business systems, computer systems, software systems and techniques. All information disclosed to Intern, or to which Intern obtains access, whether originated by Intern or by others, which Intern has reasonable basis to believe to be confidential information, or which is treated by the Company or its clients or other parties as being confidential information, shall be presumed to be confidential information. All Confidential information and instructions that pass through to the Intern or come to his/her knowledge in the course of his/her Internship, shall be treated as absolutely confidential and the proprietary property of the Company. The Intern will cooperate with the Company in the execution of any personal confidentiality agreement, which may be required by the Company or its Client or other third party.
- 7) **Intellectual Proprietary Rights.** The Company and its licensors retain for themselves exclusive ownership of all right, title and interest in and to all intellectual and other proprietary rights embodied in or related to this Agreement.
- 8) **Liquidated Damages.** The Intern acknowledges and agrees that if he/she leaves Prodapt, voluntarily, within a period of eighteen (18) months from the Commencement Date of the training, the Intern will pay liquidated damages to the tune of INR one lakh fifty thousand (1,50,000) for the expenses incurred by the Company towards imparting training to the Intern.
- 9) **Governing Law.** This Agreement shall be governed and confirmed in accordance with the laws of India and subject to the exclusive jurisdiction of Chennai, India without regard to its conflict or choice of law provisions.
- 10) **Non-Waiver.** The failure of either the Company or Intern to exercise in any instance any right under this Agreement shall not constitute a waiver of the same or any other right, power, or privilege in any other instance. Any waiver must be in writing and signed by the party against whom a waiver is alleged.
- 11) **Severability.** If any term of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect to the fullest extent permitted by law.

- 12) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and each of which shall together constitute one and the same agreement. This Agreement will not become enforceable until executed by the Company.
- 13) **Entire Agreement.** This Agreement expresses, embodies, and supersedes all previous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter hereof and fully and finally sets forth the entire agreement between the Parties.

IN WITNESS WHEREOF, the Intern and Company have executed this Internship Agreement as of the date mentioned above ("Effective Date"):

For Intern:

Name:

Mahalakshmi.M

Signature:



Date: _____

05.04.2021

For the Company:

Prodapt Solutions Private Limited

Signature:



Pradeep Jumani, Senior Director HR

Date: _____