

INTERNSHIP OFFER

THIS INTERNSHIP OFFER is made at Bangalore this 10th of May, 2022

BY AND BETWEEN

eStomi Technologies Pvt. Ltd. having its registered office at #HU001, Gopalan Splendour, ITPL Road, Brookefields, Bangalore - 560 037 (hereinafter called "the Company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part

AND

Mr. Agarwal Rajat Manoj, residing at : Rajat Niwas, plot no. near PNG Jewellers, ring road ,Laxminagar Phaltan - 415523 (hereinafter called "the Intern" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her, heirs, nominee(s), legal representatives, successors, administrators, liquidators and assigns) of the Second Part.

WHEREAS, the Intern has represented to the Company that she has the requisite expertise and experience in providing the services described in detail in #2a and offered to provide the same to the Company.

The Company has considered the offer and has decided to avail the services of the Intern on a non-exclusive basis upon the terms and conditions hereinafter contained.

NOW THE COMPANY HEREBY APPOINTS the Intern on the following terms and conditions:

1) The effective date and terms of this Agreement shall be from June 01, 2022 to Nov 30, 2022 unless this agreement is terminated earlier in accordance with clause 11 herein. The provisions of this Agreement shall govern all services rendered by the Intern to the Company unless otherwise agreed in writing by an authorized representative of the Company. This agreement may be extended by mutual consent by the Company and the Intern and the terms and conditions of this Agreement may be modified or amended at that time.

2) The Company during the term of this Agreement:

a) may expect the following objectives from the Intern, as deemed appropriate by the Company with respect to the Company's programme objectives and proposed programming development plans, objectives and strategies:

1. Learn and develop tussom and other ITSM/BSM solutions, integrations, contribute in upgrades
2. Deliver activities of Projects/assignments related with any other software tools or open source software, as and when required by the organization or its customers

3. Contributing towards eStomi by developing reporting modules, representing eStomi with utmost respect and taking up assignments in other technologies as and when required, based on the business needs

b) Will provide to the Intern, an information and advisory material concerning business practices relating to the services required to be rendered by the Intern.

3. The Intern agrees that during the term of this Agreement that she will perform the services described in #2a above and continue to do so after accepting the employment offer from the Company if the Company chooses to. These services may be in accordance with the priorities and schedules established by the Company from time to time and will take the form of oral and written reports giving the Intern's views, recommendations and suggestions concerning the Company's current and contemplated business programme and will also perform such other services in such a manner as the Company may require from time to time.

4. The period June 01, 2022 till July 31, 2022 will be considered as learning period and without any stipend. A stipend of Rs. 5000 (Rs. Five Thousand Only) per month from Aug 1, 2022 will be paid every month until Nov 30, 2022. The Company will reimburse the Intern reasonable out of pocket expenses for business travel, communication etc. incurred for carrying on the business services towards its customers, upon submission of claims in accordance with the Company's standard policies.

5. No compensation will be payable to the Intern in the event of termination.

6. All payments shall be subject to deduction of tax at source and any other taxes, wherever applicable.

7. The consideration shall be payable to the Intern within seven days from the end of each month.

8. Relationship of the parties:

a) It is agreed that the relationship between the parties shall be on a principal to principal basis and that the Intern shall be an independent contractor and not an "employee" of the Company. It is understood that neither the Intern has any right or authority to assume or create in writing or otherwise any obligation of any kind, express or implied, in the name of or on behalf of the Company. The Intern hereby agrees to relocate to different location if the Company identifies it as a business need.

b) This Agreement is non-exclusive and non-assignable and any assignment by the Intern without the written consent of the Company shall be void.

9.a) This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India.

In event of any disputes arising between the Company and the Intern out of and in relation to this Agreement, the parties shall try to resolve it by amicable discussion among them. If dispute still exists then same shall be settled by Arbitration under the provisions of Arbitration & Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The dispute shall be referred to Arbitration at the written request of either party, to the sole arbitrator mutually appointed by Parties, and the venue of arbitration shall be Bangalore or wherever the Company opts. The language of the Arbitration shall be English. The decision of Arbitrator shall be final and binding on the parties. The fees for arbitration shall be borne by the parties equally.

b) Neither the Intern nor his employees or representatives will take or receive any payments in the nature of rebate or similar benefit paid directly or indirectly by any past, current or prospective customer or supplier of the Company nor will the Intern pay to any employee or representative of the Company or of the customer or supplier any amount.

c) The Intern shall keep confidential and safeguard business and technical information which becomes available to him in connection with this Agreement except that which is in the public domain or that which the Company has permitted to be disclosed to others. In the later event the Company will advise the Intern in writing to whom such information should be disclosed. This obligation on the Intern of confidentiality shall continue for sixty months after expiry of termination of this Agreement.

d) Within 30 days after the expiration or termination of this Agreement the Intern shall return all documents and all copies thereof including electronic record containing any business and technical information disclosed to the Intern by the Company or in any manner procured, received by the Intern during his term of appointment with the Company.

10. Any creative intellectual work done by the Intern for the company during this period of Agreement shall be the exclusive property of the Company and the copy right of the same shall rest only with the Company. You agree not to work on tusson or OTRS, directly or indirectly, for 2 years after separating from eStomi. You agree to immediately delete all the source code or material that you may have been in possession during employment on your last working day at eStomi and assure that it has/had not been replicated by you for any further usage.

11. This Agreement shall come to an end on the date set out in clause 2 unless the Agreement has been terminated prior to that date or has been renewed by the parties for a period beyond that date.

This Agreement may be terminated prematurely:

a) by mutual consent given in writing and signed by both the parties hereto, or b) by

the Company upon one week's notice in writing to the Intern, or

c) in the event that the Intern is adjudged insolvent or utilizes the services of any person or firm unacceptable to the Intern or

d) If the Intern violates any of the obligations under this agreement.

12. In the event of expiration or earlier termination neither party hereto is liable for any reason arising from the termination, expiration or non-renewal of this Agreement, to the other for compensation, reimbursement or damages.

13. The Intern represents and confirms that there exist no conflicting interests which will prevent him from acting for the Company's best interest. The Intern hereby undertakes not to accept any employment or appointment or to engage in any work or business which conflicts or may conflict with the interest of the Company, during the term of this Agreement and after 60 months from the termination of the agreement. The Intern agrees that she will not approach nor work, directly or indirectly, with eStomi prospects and customers for the period of five years from the end of the agreement. The intern also agrees to not copy or distribute the code outside the organization or its customers any point of time.

14. The Intern shall at all times indemnify, defend, and hold the Company harmless against all claims, charges, expenses, costs, damage (including, without limitation, its employees) arising out of or related to any act or omission on the part of the Intern or personal injury, misrepresentation, breach of law, breach of confidentiality, death or loss of or damage to property caused by its negligence.


15. In no event shall the Company be liable to the Intern or any other party for any special, indirect, incidental, consequential, exemplary or punitive damages of any kind arising out of or in connection with this Agreement, the services, whether based on Agreement, tort or otherwise, even if it has been advised of the possibility of such damages or should have foreseen such damages. If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.

In no event, the Company's aggregate liability (whether in Agreement, tort, including negligence, or otherwise) under or in connection with this Agreement shall exceed the sum equal to the fees paid under this Agreement for one (01) month prior to the date of occurrence of cause.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within-
(named Company eStomi Technologies Pvt
Ltd) by its Authorised Signatory
Mr. Chetan Nagaonkar)

For eStomi Technologies Pvt. Ltd.


Managing Director

in the presence of WITNESS)



SIGNED AND DELIVERED by the within-
(named Intern Mr. Agarwal Rajat Manoj)

in the presence of WITNESS)