INTERNSHIP CONTRACT

This internship contract ("Agreement") is made on this 2026-04-22 10:46 AM:

BY AND BETWEEN

GREEN RIDER TECHNOLOGY LLP (LLPIN AAS-5426) also known as Ethara AI, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, and having its registered office at 5th Floor, Plot No. 273, Udyog Vihar Phase 1, Udyog Vihar, Sector 20, Gurugram, Haryana, 122016, India (hereinafter referred to as "**Contractor**", which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART;**

AND

Rahul, son/daughter of Charan Singh, an Indian citizen, aged about 20 years, permanently residing at H.No. 391, Village Mohammadpur, near Sec- 36, Gurugram, Haryana and having PAN: HJAPR1757K and Aadhaar: 340885609184 (hereinafter referred to as the "**Intern**", which expression shall, except in respect of the personal obligations of the Intern and unless repugnant to the context or meaning thereof, be deemed to mean and include Intern's legal heirs, executors and administrators) of the **OTHER PART**.

The Contractor and the Intern, wherever the context so requires, are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Contractor is inter alia engaged in the business of delivering advanced AI/ML solutions. The company excels in providing specialized services in Reinforcement Learning from Human Feedback (RLHF) and Supervised Fine-Tuning (SFT), serving frontier labs on optimizing, training data and fine-tuning Large Language Models (LLMs). These cutting-edge methodologies facilitate the development of highly tailored AI solutions, significantly improving the accuracy, performance, and efficiency of language models, computer vision systems, and interactive AI applications ("Business").

B. The Intern has represented to the Contractor that he has the requisite knowledge and expertise in the Business in which the Contractor operates. The Intern has accepted the offer to join the Contractor, in the capacity of **LLM Post Training Intern** of the Contractor, subject to the conditions set forth in this Agreement.

C. The Parties intend to record the terms and conditions agreed between the Parties and which shall govern the engagement of the Intern by the Contractor.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows**:**

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions:**

For the purpose of this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings set forth below unless otherwise specified:

"**Affiliate(s)**" shall mean, with respect to any Person (*as defined below*), any person, corporation, association, or other Person, which directly or indirectly, Controls, is controlled by or is under common Control with the first-named Person. If such Person is an individual, the term "**Affiliate**" shall include a Relative (*as defined below*) of such individual;

"Agreement "means this Fixed Term Internship Contract;

"**Applicable Law**" means any and all applicable law, rule, regulation, statutes, enactments, acts of ordinance, legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, or recognized stock exchanges of India, order, treaty, judgment, notification, decree, governmental approval, or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this
Agreement or thereafter, in any jurisdiction;

"**Cause"** shall mean any one or more of the following:

(a) Any act of misconduct, or failure to adhere to the Contractor's Policies or acting in contravention of applicable policies of the Contractor; or

(b) If at any time, it is discovered that the Intern has provided false or misleading information in his job application, background verification, or any other documents submitted to the Contractor; or

(c) An act by the Intern which would constitute a fraud, embezzlement, misappropriation of funds, breach of fiduciary duty or other acts of dishonesty or misrepresentation or a crime against the Contractor or its Affiliates or other Interns of the Contractor;

(d) If he/she is convicted by any judicial or quasi-judicial authority for any crime including any act which involves dishonestly or moral turpitude or imprisonment for more than 6 (six) months or theft in the course of his engagement with contractor;

(e) Any act/omission by the Intern that harms or has the potential to harm the Contractor's operations, customer relationships, or competitive standing or disrepute the Business of the Contractor;

(f) Failure by the Intern to perform his duties hereunder for reasons other than death or Permanent Disability which is not cured within 7 (seven) days after written notice thereof to Intern or the Intern abstains himself from work for a continuous period of 5 (Five) days without obtaining prior written approval or providing a reasonable explanation;

(g) Intern commits any breach of any obligations, covenants, representations, or warranties contained in this Agreement; or

(h) Intern acts in a manner that is detrimental to the pecuniary interests, reputation or goodwill of Contractor or results in pecuniary gain to the Intern; or

(i) Intern becomes insolvent or files a petition for bankruptcy; or

(j) Violations of conflict-of-interest as set forth in Clause 17.7.

"**Control**" or "**Controlled**" in relation to any Person, shall mean: (a) the ownership, directly or indirectly, of more than 50% (fifty percent) of the shares or voting rights of such Person; or (b) the power to elect a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person; or (c) the power to control or direct the policy and / or management of such Person whether by virtue of ownership of share capital, voting rights, management, contractual arrangement or in any other manner

"**HRMS**" Human Resource Management System;

"**Indian Rupees**", "**Rupees"** "**INR**" shall mean the lawful currency of the Republic of India;

"**Intellectual Property Rights**" or "**Intellectual Property**" shall mean all intellectual property rights (whether registered or not) conferred under the laws of any country in the world including without limitation, all rights in or arising out of patents, trademarks, service and other marks, registered designs (and applications for all of the same), copyrights (including without limitation the exclusive right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), rights affording equivalent protection to copyrights and design rights, topography rights, moral rights, products, brand and business names, get-ups, logos, domain names, Inventions (*as defined hereinafter*), discoveries, improvements, designs, mask-works, techniques, computer programs, trade secrets, formulas, algorithms, trade names, author's rights, rights in packaging, technical and commercial know-how, goodwill and confidential processes, Confidential Information (*as defined hereinafter*) and any licenses and agreements relating to any of the same and other intellectual property rights and all applications, registration, renewals and extension thereof and all rights or forms of protection of a similar nature or having an equivalent or similar effect to any of the above, which subsist, or may subsist in future, anywhere in the world, regardless of whether any of such rights arise under the laws of India or any other state, country or jurisdiction;

"**Mode or Medium**" shall mean and refer to any technology or process or format or method, whether presently is in existence and/or in commercial use anywhere in the world whether in the field in which the Contractor operates;

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited) proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;
"**Relative**" has the meaning as defined in the Companies Act, 2013 and the rules made thereunder.

1.2. **Interpretation:**
Unless the context of this Agreement otherwise requires:

(a) Words in the singular shall include the plural and vice versa and, in particular (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural and vice versa;

(b) Any reference to a gender includes all genders;

(c) Any reference to "in writing" or "written" includes any communication made by printing, typing, lithography and other means of reproducing words in visible form but shall exclude text messages via mobile phones;

(d) The term, "include" "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words and where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

(e) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;

(f) Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

(g) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.

2. TERMS OF SERVICE CONTRACT

2.1.1 The Contractor hereby engages the Intern in the capacity of **LLM Post-Training Intern** on a work-for-hire basis. The Contractor reserves the right to assign the Intern to such other designations or roles as may be determined by the Contractor from time to time. The Intern hereby accepts such engagement, which shall be effective from **3rd April 2026** and shall continue for six (6) months, constituting a total duration of six (6) months, subject to the terms and conditions set forth in this

Agreement. The engagement shall remain in force unless terminated earlier in accordance with Clause 11 of this Agreement.

2.1.2 The duration of this agreement shall be six (6) months, commencing from the Effective Date of engagement. Upon successful completion of the internship period, and subject to satisfactory performance as assessed by the Company, the Company may, at its sole discretion, choose to:

a) Extend an offer of employment to the Intern on revised terms and conditions; or

b) Renew, amend, or modify the existing contract, including any revision to the applicable remuneration or hourly rate.

2.2 Place of Internship

2.2.1 The Intern shall work on a **work-from-home (remote)** basis for the duration of the internship.

2.2.2 The official address of the Contractor is 5th Floor, Plot No. 273, Udyog Vihar Phase 1, Udyog Vihar, Sector 20, Gurugram, Haryana, 122016, India.

2.2.3 The Contractor reserves the right to change the location of internship based on business requirements, with prior notice.

2.3 SCOPE OF WORK

3.1.1. During the course of engagement, the Intern shall report to the immediate reporting senior as identified and communicated by the Contractor and shall comply with all other policies, rules, and regulations of the Contractor as may be brought to Intern's notice from time to time.

3.1.2. Intern shall perform such duties, functions, and responsibilities as defined by the Reporting Manager

3.1.3. The Intern is expected to consistently perform his duties to the best of his ability, in alignment with the responsibilities communicated during onboarding and any subsequent modifications. The Intern shall use his best endeavors to develop and extend the Business of the Contractor.

3.1.4. The Intern may, at the sole discretion of the Contractor, be given the opportunity to take multiple specialized training modules and certifications during the Intern's tenure with the Contractor. The Intern will hold no ownership of the training, certifications, etc., and will not be authorized to use them in any place other than the Contractor.

3.1.5. The Intern agrees that, during the term of his engagement and thereafter, he shall not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying structure, ideas, algorithms, or trade secrets of any of the Contractor's Intellectual Property, including but not limited to its software, systems, or Confidential Information.

3.1.6. The Intern further agrees not to create derivative works based on the Contractor's proprietary materials, Intellectual Property or to use any such information for his benefit or any third party, whether directly or indirectly. This obligation shall survive the termination of this Agreement.

3.1.7. The Intern shall devote all his time, attention, knowledge, and skill exclusively to the Contractor both during normal business hours and during such additional hours, as are reasonably required and necessary for the proper performance of his duties or as the Contractor may require from time to time.

3.1.8. The Intern shall not engage in any other employment or internship contract or business activity (whether part-time or otherwise and whether for monetary benefits or not) without the Contractor's prior written approval. The Intern shall use his best endeavors to develop, support, and expand the Business of the Contractor. Any dishonest conduct will be a valid cause for immediate termination of this Agreement.

3.1.9. The Intern shall, directly or indirectly, avoid any actual or potential conflict of interest and disclose any personal gain or benefit arising from the Contractor's dealings and he shall relinquish such conflict of interest when directed by the Contractor. The Intern

(whether through Relatives or Affiliates) shall not derive, or seek to derive, any undue benefit for himself or his relatives, partners, or associates from the Contractor's affairs or become interested or otherwise concerned in any customer, client of the Contractor or its products, and shall make full written disclosure of any such interest or benefit. The Intern shall not act in a manner prejudicial to the Contractor or its Business or any other interests and shall promptly disclose in writing by providing full particulars of any information, facts, or circumstances that may impact the Contractor or its Business or any other interests, whether directly or indirectly. The Intern further agrees that his appointment with the Contractor shall cease if he, at any time, contravenes the undertaking contained in this Clause.

3.1.10. The Intern hereby agrees with and provides an undertaking to the Contractor that, so long as he functions as an Intern of the Contractor, he shall not become interested or otherwise concerned, directly or otherwise through his relatives or Affiliates in any customer, client of the Contractor or its products in future, without the prior approval of the Contractor. The Intern further agrees that contravention of this undertaking contained in this Clause shall be a valid cause for immediate termination of this Agreement.

3.1.11. If the Intern becomes aware of any facts, matters, circumstances, or information which may affect the Contractor and/or its Business and/or any trade or business in which the Contractor is for the time being interested whether directly or indirectly, he shall forthwith communicate the same in writing to the Contractor giving full particulars of the matters of which he is aware.

3.1.12. The Intern shall not willingly do or permit to be done anything to the prejudice of the Contractor and/or its Business and/or any trade or business in which the Contractor may be directly or indirectly interested.

3.1.13. The Intern shall not knowingly or unknowingly, at any time, make any untrue statement in relation to the Contractor and shall not after the termination of the internship contract with the Contractor, represent himself as being engaged with or connected with the Contractor on any medium, including but not limited to on any social media platforms such as LinkedIn.

3.1.14. The Intern shall adhere to the Contractor's code of conduct and POSH policy at all times. Any instance of harassment of any nature, shall be treated with the utmost seriousness, and non- compliance may result in disciplinary action, including but not limited to immediate termination as per the provisions of this Agreement. The Intern is required to comply with the Policies as provided or made accessible through the Contractor's HRMS portal.

3.1.15. The Intern shall avoid deceptive, misleading, or unethical practices that are or might be detrimental to the Business of the Contractor, and shall make no false or misleading representations or statements with respect to the Contractor or its Business.

3.1.16. Any involvement in unethical practices on the Client's platform, including but not limited to activities resulting in the suspension or deactivation of the Intern's account by the Client, shall constitute a material breach of this Agreement and will lead to the immediate termination of the internship engagement.

3.1.17. The Intern shall not make any public announcements or give interviews in respect of the Business or affairs of the Contractor without the prior written approval of the Contractor.

3.1.18. The Intern shall, always, perform and/or exercise his duties with efficiency, diligence, care, skill, and conscientiousness and always subject to the directions of the reporting senior and/or Contractor and such other plans, management by-laws as may be formulated by the Contractor from time to time. In the event where he shall have to exercise his independent judgment, he shall do so in the interest of the Contractor. Intern will not override the decision of the management of the Contractor.

3.1.19. The Intern agrees to comply, at all times, with all the applicable Contractor's Policies and regulations (notified and amended from time to time) and to act in a manner that upholds the Contractor values and standards. Any breach of these obligations may be subject to disciplinary actions, upon the discretion of the Contractor.

3.1.20. The Contractor reserves the right to amend the terms and conditions of this Agreement, including modifications necessary to comply with Applicable Law, or other legal requirements, or due to changes in administrative procedures. Any substantial changes shall be discussed and agreed upon mutually between the Parties before the implementation, while minor changes shall be communicated through any appropriate mode of communication that the Contractor may deem fit.

3.1.21. The Intern agrees to be responsible for such duties as stated hereunder and as are assigned to him by the Contractor from time to time. The Contractor may expand, change, or limit such duties and responsibilities at its sole discretion and notify the Intern accordingly.

2.4 HOURS OF WORK, HOLIDAYS AND LEAVE ENTITLEMENT

4.1.1. During the course of engagement, the Intern will be required to work for such number of platform hours and days as stated by Contractor and he/she will get holiday and leave as per Contractor's Policy.

4.1.2. No leave shall be permitted during the Internship Period. In the event the Intern avails any leave, whether with or without prior approval, a proportionate deduction shall be made from the stipend, in accordance with the terms communicated during the HR sessions.

2.5 SERVICE FEES AND REIMBURSEMENTS

5.1.1. The Intern shall be entitled to a stipend of INR **30,000/-** (Indian Rupees Thirty Thousand only) payable on a pro-rata basis for the actual number of days worked during the applicable month, subject to fulfillment of the minimum productivity requirements as defined by the Contractor. All stipends, if applicable, shall be made in arrears and in accordance with the Contractor's prevailing payroll policies and procedures. The remuneration structure may be reviewed and revised by the Contractor at its sole discretion from time to time.

5.1.2. Intern hereby expressly, unconditionally, and irrevocably agrees that the Service Fees provided as per this Clause is the full and complete service fees due to him for services rendered and the restrictions stated under this Agreement and that he shall have no further claims of any nature whatsoever in that respect, at any time.

5.1.3. Intern's fees package is based on, his overall experience level in the industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the fee package offered to Intern is peculiar and personal to Intern. Any comparison of the same with the fee of other Interns, based purely on the total experience level in the industry, may be unrealistic, misleading and invidious. Intern understands and agrees that information relating to Intern's Fee package is strictly confidential and hence Intern agrees to maintain this confidentiality.

5.1.4. The Service Fee shall be payable on a monthly basis, in arrears, either through direct credit to the bank account details provided by the Intern to the Contractor, or by way of a cheque issued in the Intern's name.

5.1.5. Any reimbursement of pre-approved expenses (in writing) shall be subject to submission of all original- supporting documents along with a certification that the amounts have been properly incurred and paid for, in the interest of Contractor. None of the Intern's personal expenses shall be borne or reimbursed by the Contractor.

5.2. Taxes

5.2.1. The payments made and any other benefits extended by the Contractor to the Intern for services rendered shall be subject to withholding of taxes at source at the applicable rate in the relevant section of the Income-tax Act, 1961, as amended from time to time, or such other rate as may be prescribed under the Applicable Laws at the relevant time. Intern shall be liable for paying any income tax and all other applicable taxes, direct or indirect, state or local, whether payable in India or elsewhere, arising out of such

payments and benefits. Contractor assumes no responsibility for Intern's personal tax affairs and his tax liability in respect of his compensation (including the responsibility of filing his income-tax returns) and such filings will be entirely Intern's responsibility.

5.2.2. It is hereby clarified that the Contractor makes no assurances that the service fee has been structured in the most tax-efficient manner or that tax treatment applicable to certain emoluments, allowances, or benefits will continue for the entire term of internship contract. The Contractor will not be liable for any additional tax liability the Intern may face due to any revisions in the Service Fee.

5.2.3. The Intern agrees that, at any time during his internship contract or on termination, the Contractor will deduct from his compensation, any overpayment made or amounts owed by him. This includes but is not limited to any excess holiday/leave, outstanding loans, advances, relocation expenses, and the cost of repairing any damage or loss to Contractor's property or equipment by him.

2.6 INVENTION ASSIGNMENT RIGHT & INTELLECTUAL PROPERTY RIGHTS

2.6.1 Intern agrees to make full and prompt disclosure in writing and provide a record to Contractor in such form as Contractor may require of all inventions, improvements, discoveries, source code, drawings, methods, developments, , datasets, machine learning models, AI algorithms, analytics, proprietary tools, trade secrets and works of authorship, whether or not patentable or copyrightable or registrable, which are created, made, conceived or reduced to practice by Intern or under his senior authorities direction or jointly with others during the internship contract, whether or not during normal working hours or on the premises of Contractor or any of its Affiliates all of which are collectively referred to in this Agreement as ("Inventions").

2.6.2 All Intellectual Property Rights are developed as works for hire. Intern acknowledges that the Intellectual Property Rights or any other work created by the Intern in the course of the internship contract, including but not limited to code repositories, prompt engineering techniques and any proprietary technology developed for and on behalf of the Contractor, shall be the proprietary property of Contractor and solely and exclusively owned by Contractor, and all rights, title and interests therein shall vest in Contractor unconditionally and immediately upon the inception, creation, fixture or development of such Intellectual Property Rights and the proprietary information. The Intern shall not, under any circumstances, be entitled to use, reproduce, modify or commercialize such Inventions for any purpose other than that for the Business of Contractor and strictly in accordance with the specific authorization from Contractor.

2.6.3 Intern shall also not be entitled to claim author's special rights or other similar right under any law of any jurisdiction for the time being in force or in future, and expressly waives all such rights. Provided that, if any law for the time being in force or future, requires that such works, innovations, Inventions, or other Intellectual Property requires to be assigned to Contractor, for the Contractor to become the absolute owner thereof, Intern hereby agrees to absolutely and unconditionally assign to Contractor (or any Person or entity designated by Contractor) all his right, title, and interest in and to all Intellectual Property Rights therein in perpetuity, as and when such Intellectual Property Rights are created.

2.6.4 In so far as such assignment relates to any copyrightable material and the assignment is not valid for any new/ future Mode or Medium of exploitation, the Intern hereby grants an irrevocable, worldwide, sub- licensable, transferrable, perpetual, and exclusive license to the Contractor and/or its transferees/sub- licensees, to exploit such assigned copyrights in any new/future Mode or Medium which is not in existence or in commercial use as on date. Such assignment shall, to the extent permissible by Applicable Law, be automatic, and shall not require any further act by either Party.

2.6.5 Intern shall cooperate fully with Contractor to enable Contractor to procure, maintain and enforce the Intellectual Property Rights. Intern shall execute all such documents and do such acts as may be reasonably necessary to formalize the assignment (if such documents or acts are required or desirable) of such Intellectual Property Rights to Contractor (or any other Person designated by Contractor), to protect Contractor's rights thereto, and/or to enable Contractor to enjoy the full benefits as the owner thereof. The Intern further agrees that he shall not, at any time, apply for or assist any third party in applying for patents, copyrights, trademarks, or any other form of Intellectual Property protection in respect of any work developed for or in connection with the

Contractor or in relation to the Business of the Contractor or in respect of any Intellectual Property created pursuant to this Agreement. This provision shall survive the termination of the Agreement. Any expenses required to be incurred for applying for patents, copyright and other registrations of the Intellectual Property Rights and assignment of the same shall be borne by Contractor.

2.6.6 Furthermore, to the extent permissible under Applicable Law, if Contractor decides to apply for patents or other protection of such an Invention, Intern hereby irrevocably authorizes Contractor to appoint a person to act as attorney to do all such things and execute all such documents as may be necessary for or incidental to granting Contractor the full benefit of such Intellectual Property.

2.6.7 Intern also consent to waive any moral rights relating to any existing or future works created by him during the course of his engagement.

2.6.8 The Intern acknowledges that unauthorized disclosure, sharing, or reproduction of any part of the Contractor's proprietary information or methodologies or Intellectual Property—whether through open- source platforms, research collaborations, or third-party partnerships, shall constitute a material breach of this Agreement

2.6.9 The Intern shall not incorporate any third-party Intellectual Property, including open-source software, into any work product developed for the Contractor without prior written consent. If such incorporation is approved, the Intern must provide complete information regarding the third-party Intellectual Property, including licensing terms, to ensure compliance and proper attribution.

2.6.10 The Intern agrees to assist the Contractor, during and after the term of internship contract, in securing and enforcing Intellectual Property Rights. This includes executing documents, providing testimony, and performing any other acts deemed necessary by the Contractor, at the Contractor's expense.

2.6.11 The Contractor reserves the right to conduct periodic audits of the Intern's work to ensure compliance with Policies of the Contractor on Intellectual Property, if any and to identify any unreported Inventions. The Intern agrees to cooperate fully with such audits.

2.7 PRIOR INVENTIONS

2.7.1 If prior to the commencement of the internship contract, Intern has, either independently or in the course of his previous employment, made any inventions or innovations or authored any works or developed any Intellectual Property ("Prior Inventions") which belong to him, he shall identify the same in a separate document and attach it to this Agreement as SCHEDULE B (if any). Intern shall also indicate the ownership of such Prior Inventions and if he is the owner, the terms of license or other right that Intern has granted third parties. In the event that SCHEDULE B is blank, it shall be deemed that there are no Prior Inventions.

2.7.2 Intern shall ordinarily refrain from using in the course of his internship contract any Prior Inventions. However, if Intern does use such Prior Inventions in the course of his internship contract, the Contractor shall be deemed to have been granted all right and interest to the same in the nature similar to Inventions, or where this is not possible, Contractor shall have a fully royalty-free, non-exclusive, perpetual, worldwide license to use such Prior Inventions in such manner as may be deemed fit. Where possible such license shall be exclusive to Contractor.

2.7.3 Intern shall also ensure that he shall not in any manner whatsoever use any Confidential Information or intellectual property that was procured in the previous employment of Intern or that Contractor is otherwise not entitled to use.

2.8 NON- DISCLOSURE & NON- SOLICITATION

2.8.1 Non- Disclosure

2.8.1.1 The Intern shall not, during the term of their internship contract and thereafter ("Non-Disclosure Period"), directly or indirectly, disclose, use, or share any confidential information, trade secrets, disclose, use, or share any confidential information, trade secrets, proprietary data, or any other information relating to the business, operations, clients, or strategies of the Contractor, whether such information was obtained during the course of internship contract or otherwise to any competitor.

2.8.2 Non- Solicitation

2.8.2.1 Intern shall not, in any manner directly or indirectly, whether alone or in conjunction with or on behalf of any other person, during the period of his internship contract with Contractor, and for a period of 2 (Two) years thereafter, ("Non-Solicitation Period"):

2.8.2.1.1 call upon, cause to be called upon, solicit or assist in the solicitation of, any client, customer, supplier or Intern, whether existing or potential, of Contractor or its Affiliates for the purpose of selling, supplying, marketing, distributing, promoting, or making provision for any product or service, competing with the products and services of Contractor or its Affiliate or request, recommend or advise any client, customer, supplier or Intern to cease or curtail doing business with Contractor or its Affiliates;

2.8.2.1.2 induce or attempt to induce any customer/client of Contractor to cease to be a customer/client of, or to restrict or vary the terms of the contract to, or with the Contractor or any of its Affiliates or otherwise interfere with the relationship between such a customer/client and Contractor (save and except actions taken during the course of his internship contract with Contractor in exercise of his power and authority as an Intern of Contractor, upon the instructions of his reporting senior authority and in what he reasonably believes to be in the interest of Contractor);

2.8.2.1.3 solicit, employ, engage or seek to employ or engage any individual or entity, on behalf of the new contractor or any entity other than that of Contractor, or advise any Intern or director of Contractor or its Affiliates to terminate his internship contract or engagement with Contractor or its Affiliates, who is engaged or had been engaged by Contractor or its Affiliates or who was engaged or engaged by Contractor or its Affiliates during the 12 (twelve) month period preceding the date of the purported solicitation/employment/engagement;

2.8.2.1.4 disclose any Confidential Information or trade secret of Contractor or any of its Affiliates to any unauthorized person or persons or misuse the Confidential Information or trade secrets of Contractor or any of its Affiliates, regardless of whether such disclosure or misuse is proven to be detrimental to the interests of the Contractor or of its Affiliates;

2.8.2.2 It is being clarified and agreed by the Intern that if the Intern approaches the other Intern (after the termination of his engagement) on his own accord for employment in the new organization which the Intern is associated with, then the Intern shall be under an obligation to inform the Contractor about the same and to ensure he is not conflicting/competing with the interest of the Contractor. If the Intern fails to inform the Contractor, then it shall be assumed/deemed that the Intern has solicited the Intern and the Contractor shall be entitled to initiate appropriate action against the Intern, whether legal or otherwise.

2.8.2.3 Intern confirms and acknowledges that each of the covenants contained herein above shall be a separate covenant and shall be enforceable separately and independently of any of the other covenants against Intern and its validity shall not be affected if any of the others is invalid; if any of the covenants is void but would be valid if some part of the covenant were deleted the covenant in question shall apply with such modification as may be necessary to make it valid;

2.8.2.4 Intern acknowledges and agrees that in the context of Contractor's Business and Intern's relationship with Contractor, the foregoing covenants and other limitations with respect thereto are essential to protect the goodwill and interests of Contractor and its Affiliates;

2.8.2.5 The Intern acknowledges and agrees that the service fee payable to the Intern in accordance with the terms of this Agreement is adequate consideration for the Intern's non-solicitation obligations hereunder, and that the restrictions under this Clause 8 are fair and reasonable as to subject matter, geographical scope and duration, and are reasonably necessary to protect the value of Contractor and its Affiliates and associated goodwill. The Intern further agrees and acknowledges that the non-compete and non-solicitation obligations herein are not in violation of any rights available to the Intern under the Applicable Law. If the restrictions under this Clause are found by any court of competent jurisdiction, or an arbitrator, to be unenforceable for any reason, then it will be enforced to the maximum extent as permissible under Applicable law.

2.8.2.6 Intern further acknowledges that: (i) any breach or threatened or attempted breach of any provision of this Clause 8 by him could cause irreparable harm to Contractor; (ii) monetary damages might not be sufficient or adequate to protect Contractor's interests under this Clause 8; (iii) Contractor shall, in addition to all other applicable remedies it is entitled to, shall also be entitled, to prevent a breach of this Clause 8, to injunctive relief and/or specific performance of this Clause 8 or other equitable remedy without being required to prove damages or furnish any bond or other security.

2.8.2.7 Intern represents that: (a) he possesses various skill sets which he can deploy once he ceases to be an Intern of Contractor without breaching the restrictions under this Clause 8; (b) his experience and knowledge will enable him to earn an adequate living pursuing activities without breaching the restrictions under this Clause 8; and (c) injunctive relief will not prevent him from providing for himself and her family.

2.9 CONFIDENTIALITY

2.9.1 For the purposes of this Agreement, any and all non-public, proprietary, sensitive, or otherwise confidential information, whether oral, written, electronic, visual, recorded or in any other form, relating to the Contractor, its Affiliates, subsidiaries, group companies, clients, stakeholders, or any trade or business in which the Contractor is directly or indirectly engaged or interested whether in tangible or intangible form, disclosed to or learned by or observed by or otherwise acquired by Intern shall constitute ("Confidential Information"). Such information includes, without limitation:

(a) Business plans, financial models, fundraising strategies, investor communications, market analyses, pricing structures, sales forecasts, and expansion strategies.

(b) Details about clients, customers, partners, suppliers, and vendors, including contact information, contractual terms, pricing, and any proprietary data shared in the course of business relationships.

(c) Personal and professional information about Interns, including compensation details, performance evaluations, and organizational structures.

(d) Software developed by or licensed to the Contractor, source code, object code, algorithms, APIs, software architecture, specifications, diagrams, flowcharts, bug reports, and other technical or operational materials. The term "Software" as used in this Clause refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flowcharts, designs, drawings, specification, models, data, bug reports and customer information;

(e) AI Models, training data, machine learning models, training datasets (including proprietary or licensed data), data labelling methodologies, and model evaluation metrics.

(f) Development processes, product roadmaps, design documents, technical specifications, and testing protocols.

(g) Research and innovation information related to ongoing or planned research and development activities, including experimental results, unpublished papers, and collaboration details with academic or research institutions.

(h) Intellectual Property, and any other proprietary rights or materials, whether registered or unregistered.

(i) Operational information, internal policies, procedures, financial records, audit reports, and any other information pertaining to the internal workings of the Contractor.

(j) Security and infrastructure, details about the Contractor, IT systems, security protocols, network architecture, and any vulnerabilities or incident reports.

(k) Third-party information and any other confidential information received from third parties under confidentiality agreements, including but not limited to partners, clients, and service providers.

(l) internal records and documentation, including manuals, reports, memoranda, internal communications, correspondence, business records, agreements, policies, procedures, research material, training documents, and development data;

(m) any and all physical and digital documents, models, sketches, or other materials provided to the Intern by the Contractor, or generated by the Intern in the course of his internship contract

(n) any other information which, by its nature or the context of its disclosure, should reasonably be considered confidential, even if not specifically designated as such;

(o) Any information which the Contractor is under a legal, regulatory, or contractual obligation to maintain in confidence or which the Contractor otherwise considers proprietary or sensitive.

2.9.2 In furtherance of Clause 9.1 above, all memoranda, notes, records or other documents, made or compiled by Intern or made available to him during the course of his internship contract, which contains Confidential Information, if in the possession or under Intern's control shall be delivered, along with other Confidential Information to the Contractor, or on Contractor's instructions to be destroyed by the Intern, at his own expense, and deactivate the accounts on client portal upon termination of his internship contract. Further, the Intern shall confirm and certify to the Contractor that this obligation has been complied within 3(Three) days of providing such instructions by the Contractor.

2.9.3 Confidential Information shall also include, without limitation, any proprietary information not generally known to the public, regardless of whether such information is novel, unique, patentable, copyrightable, or constitutes a trade secret under Applicable Law. Confidential Information shall also include information supplied to the Intern prior to the Effective Date. The Intern expressly acknowledges and agrees that details of the Service Fee and benefits received by him from the Contractor shall constitute Confidential Information for the purposes of this Agreement.

2.9.4 Intern understands and acknowledges that access to the Confidential Information has been provided to him solely as a consequence of his internship contract with the Contractor in order to enable him to optimize the performance of his duties to and/or for and/or on behalf of the Contractor. Intern further understands that the Contractor shall have no obligation to make available to him any of its Confidential Information if it does not wish to do so.

2.9.5 Intern agrees not to use any Confidential Information of the Contractor for any purpose whatsoever, except where required under any extant Applicable Laws, in which case Intern shall provide the Contractor with prompt written notice of such requirement so that the Contractor may seek a protective order or other appropriate relief. Subject to the foregoing, Intern may furnish that portion (and only that portion) of the Confidential Information that he is legally compelled or is otherwise legally required to disclose; provided, however, that he shall provide such assistance as the Contractor may reasonably request in obtaining such order or other relief.

2.9.6 All documents and other tangible objects containing or representing Confidential Information that have been disclosed by the Contractor to Intern and all copies or extracts thereof that are in the Intern's possession, shall be and remain the property of the Contractor and without making copies shall be promptly returned to the Contractor forthwith upon the Contractor's request or at the time of termination of the services of Intern whichever is earlier.

2.9.7 Intern understands and acknowledges that the Confidential Information is of immense value to the Contractor and/ or its present, past or prospective clients and other stakeholders. Intern understands that any use or disclosure of such Confidential Information including any inadvertent disclosure can cause immense and irreparable harm, loss, damage and injury to the Contractor and its reputation. Any unauthorized disclosure of Confidential Information, even if it does not appear that anyone has benefited from such action or that the Contractor has been harmed, would be a serious case of indiscipline and would render Intern liable for termination forthwith, notwithstanding other terms and conditions mentioned in the Agreement.

2.9.8 During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, Intern shall:

(a) keep the Confidential Information confidential; (Disposing and deactivation clause in point 9.2)

(b) not extract, reverse engineer, disassemble or decompile any prototypes, software or other tangible and intangible objects that embody the Contractor's Confidential Information;

(c) not copy, modify, edit, reproduce or otherwise use Confidential Information in any form or by any means, except to allow for circulation among the Interns of the Contractor who must use them in their duties for the purposes and in the manner permitted by the

Contractor; not disclose the Confidential Information to any third party, except with the prior written consent of the Contractor;

(d) not use the Confidential Information for any purpose other than the performance of his obligations under this Agreement;

(e) ensure that all measures necessary to prevent the risk of destruction, accidental loss of data, unauthorized access or use not compliant with any purpose for which the information was collected, have been taken; and

(f) Not claim, make or file any application for a patent, utility model, design right or other similar intellectual property right based upon or disclosing any Confidential Information.

(g) Intern shall not disclose, transmit or reproduce in any form and manner the Confidential Information except with the prior written consent of the Contractor.

2.9.9 Intern's confidentiality obligations under this Clause 9 shall continue in perpetuity except in the following circumstances:

(a) If the Confidential Information in question is in the public domain without any breach of this Clause 9 or other confidentiality obligation. Intern shall immediately on coming to know that such information has become generally known or available, inform Contractor of the same;

(b) If Intern receives the Confidential Information in question from any third party who has obtained the same lawfully and furnish satisfactory proof in this regard to Contractor.

(c) Is known to Intern at the time of receipt of such information. Intern shall immediately on receipt of such information disclose to Contractor that such information was already in his possession and furnish satisfactory proof in this regard to Contractor.

2.9.10 Intern hereby irrevocably undertakes to indemnify, defend and hold harmless and keep indemnified the Contractor from and against any and all claims, damages, losses, costs, liabilities, penalties, expenses (including reasonable legal fees), or proceedings of whatsoever nature, which Contractor might incur, suffer, or sustain, as a result of or in connection with: (i) any unauthorized use of Contractor's property or Confidential Information by Intern; and/or (ii) any breach by Intern of any of the terms and conditions contained herein, whether during the term of the internship contract or thereafter. It is expressly agreed that the obligations of the Intern under this Clause shall survive the termination or cessation of the Intern's internship contract with the Contractor for any reason whatsoever, and shall remain enforceable in perpetuity to the fullest extent permitted by Applicable Law.

2.9.11 Intern shall not access or attempt to access, for any reason whatsoever, except with prior express written permission from Contractor, any databases, including but not limited to customer, clients or supplier's database and other confidential data of Contractor, which Contractor has expressly prohibited Intern from accessing. Intern also understands that, for any reason, should he gain access to such Confidential Information, Intern shall immediately inform Contractor of the same and the reasons for gaining such access/intrusion. Intern undertakes, under such circumstance, that he shall be bound by the provisions of this Clause 9 in relation to the same.

2.9.12 The Intern acknowledges and agrees that, to ensure the security and proper usage of the Contractor's proprietary application programming interfaces ("APIs") and related confidential resources, the Contractor may require the Intern to provide the media access control ("MAC") address of any device used to access such resources. This measure enables the Contractor to authenticate devices, monitor access, and prevent unauthorized use of its APIs and Confidential Information.

2.9.13 The Intern consents to the Contractor's collection and use of the MAC address solely for security purposes. The Contractor shall handle this information in accordance with applicable data protection laws and its internal privacy policies. The Intern agrees not to attempt to spoof, alter, or obfuscate the MAC address of any device used to access the Contractor's resources.

2.9.14 Interns shall not transfer, upload, or store any Contractor data, including code repositories, datasets, or documentation, to personal cloud storage services, external drives, or unauthorized third-party platforms. All data handling must comply with the Contractor's data management Policies, if any.

2.9.15 Interns must utilize multi-factor authentication (MFA) for accessing all Contractor's systems, including email, code repositories, and data storage solutions, to add an additional layer of security against unauthorized access. The Interns shall be responsible for ensuring that they remain

adequately informed and updated regarding cybersecurity threats, safe data handling practices, and the Contractor's security protocols, including by attending any security training sessions or briefing that may be made available or mandated by the Contractor from time to time.

2.9.16 Intern understands that this Clause 9 and such other clauses contained in this Agreement, which requires the Intern to maintain confidentiality of Contractor information, shall survive the termination of the Agreement. If Intern fails to honor the confidentiality obligations, whether during the subsistence of the Agreement or anytime thereafter, Intern understands that Contractor reserves the right to initiate any action that it may deem fit against Intern, including but not limited to an action for injunctive relief, suit for damages, and other legal remedies.

2.9.17 The provisions of this Agreement relating to the protection of Confidential Information shall apply notwithstanding that Intern has come into possession of such Confidential Information inadvertently or without proper authorization.

2.9.18 In order to secure or preserve Confidential Information, Contractor shall have the right at all times to deactivate, disable, remove or prevent access to the Intern of any Contractor's property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

2.10 REPRESENTATIONS AND WARRANTIES

2.10.1 Intern hereby represents, warrants, and confirms that:

a. He has full power and authority and is competent to enter into this Agreement and to perform the obligations under this Agreement;

b. He has not entered into any agreement, arrangement or understanding which may prevent the Intern from performing his obligations under this Agreement;

c. information provided to the Contractor, prior to joining the Contractor or as and when requested by the Contractor, are true and accurate;

d. He has executed and delivered this Agreement as his free and voluntary act, after having determined that the provisions contained herein are of benefit to him, and that the duties and obligations imposed on him hereunder are fair and reasonable and will not prevent him from earning a comparable livelihood following the termination of his internship contract with the Contractor;

e. He has read and fully understood the terms and conditions set forth herein and the benefits and consequences of entering into this Agreement;

f. He is neither a party to nor bound by any restrictive covenants, including but not limited to non-compete, non-solicitation covenants binding the Intern under any previous employment agreement and/or contracts;

g. The execution of this Agreement by him and performance of his obligations, responsibilities and duties hereunder shall not result in the breach of any of his obligations, covenants or undertakings (including any professional, statutory, contractual or fiduciary duties or obligations) to any other Person.

h. That he has the requisite experience, expertise and the technical know-how for the performance of his obligations under the Agreement;

i. He will not (except in the normal course of Contractor's Business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Contractor's products/ services or to any matter with which Contractor may be concerned, unless he has previously applied to and obtained the written permission from the Contractor.

j. He has never been convicted of an offence involving moral turpitude;

k. No previous contractor, if any, has terminated his internship contract owing to reasons of fraud, misrepresentation, cheating, theft, misappropriation of funds, mismanagement of affairs, breach of confidentiality provisions etc.;

l. No suit for insolvency or bankruptcy has ever been instituted against him in any court of law;

m. He will not expose the Contractor to any civil and or criminal proceedings and/or do any acts that are likely to cause harm to the image and goodwill of the Contractor (including on any social media);

n. The services performed by him and all items and/or materials furnished by him in connection with or as a result of such services shall not infringe upon or violate the personal, civil or

property rights, or the rights of privacy of, or constitute a libel, slander or unfair competition against or violate or infringe upon any common law right, copyright, trademark, trade name or patent or any other right of any person or entity.

2.10.2 The Intern acknowledges that the internship contract of the Intern is conditional upon satisfactory completion of the Contractor's pre-association screening process, which includes, but is not limited to, verification of his application materials, education and employment history, references which are satisfactory to the Contractor from his previous contractor(s) etc.

2.10.3 The Intern agrees and acknowledges the importance of maintaining a professional appearance in the business environment and shall adhere to appropriate grooming standards at all times. Compliance with the Contractor's dress code policy is mandatory and the applicable guidelines shall be communicated directly or shall be made available on the HRMS portal.

2.10.4 The Intern acknowledges and agrees to uphold the highest standards of professional behavior, conduct, and integrity at all times during the course of internship contract. The Intern further represents and warrants that they shall maintain a pleasant, cooperative, and professional demeanor in all interactions, including but not limited to engagements with the public, customers, business contacts, and colleagues, in a manner that reflects positively on the Contractor.

2.11 TERMINATION

2.11.1 Without prejudice to any other provisions contained elsewhere in this Agreement and in addition to the events expressly stated under this Agreement, the contract of the Intern, may stand terminated prior to the expiry of the term of the internship contract in accordance with the provisions set forth in this Clause.

2.11.1.1 Death of the Intern: Upon termination of the Agreement due to Intern's death, all accrued compensation, and benefits for Intern, subject to Clause 5 (Fee and Travel Allowances and Reimbursements) and 5.2 (Taxes) and such other deductions under Applicable Laws and as may have been incurred by the Contractor for and on behalf of the Intern, shall be provided to his legal heirs, subject to such evidence in this regard as may be required to be submitted by the legal heirs to the Contractor.

2.11.1.2 If the Intern at any time suffers from a Permanent Disability: During the period of his internship contract,

Intern's internship contract may be terminated by Contractor at any time by giving prior written notice as per the provisions of this Agreement, to Intern upon failure by Intern to perform his duties hereunder for any reason solely attributable or as a result of physical or mental incapacity ("Disability") and if such Disability continues for more than 2 (two) consecutive months or an aggregate of more than 3 (three) months in any calendar year ("Permanent Disability"). The Contractor may at its sole discretion change the above-mentioned timelines with due intimation to the Intern.

2.11.1.3 Termination of engagement for Cause: Unless otherwise provided above, Intern's internship contract may be terminated for Cause immediately, without notice and without payment of severance or any other benefits, to the Intern.

2.11.2 The Contractor may, in its absolute discretion, suspend the Intern, at any time during his internship contract under this Agreement including during any period in which the Contractor is carrying out an investigation into any of the Intern's acts or defaults (or alleged or suspected acts or defaults). The applicable Clauses within this Agreement shall remain in full force and effect during any period of suspension under this Clause. The Intern will also continue to be bound by duties of good faith and fidelity to the Contractor during or after any such period of suspension.

2.11.3 Either Party may terminate this Agreement by giving seven (7) days' prior written notice to the other Party.

2.11.4 It is hereby clarified that Intern shall continue to abide by such terms of the Agreement that are intended to survive this termination of this Agreement.

2.12 OBLIGATIONS UPON TERMINATION

2.12.1 Upon the termination of Intern's internship contract for any reason under this Agreement except for termination under Clause 11.1.3, the Contractor shall pay him (or to his spouse or such other person so nominated by him as his nominee, any payments due to him under this Agreement in case of termination due to Intern's death), at the time of such termination, any amounts which

are accrued but unpaid through the date of termination under the terms of this Agreement after adjusting all the amounts due from Intern to the Contractor.

2.12.2 Intern shall upon such termination immediately cease to use the Intellectual Property, and other proprietary information of the Contractor and shall sign such confirmation/undertaking of cessation of use of Intellectual Property as the Contractor may require.

2.12.3 Upon termination of internship contract for any reason, Intern (or by his nominee, in case of termination due to death of the Intern) shall comply with the Contractor's separation procedures, if any. Irrespective of the absence of such procedures at the relevant time of the termination of the internship contract, all movable properties such as equipment, documents in paper or electronic form, and any other material shall be returned to the Contractor and all immovable property whatsoever that belongs to the Contractor, its Affiliates, partners, clients or vendors, and in Intern's possession (collectively, "Contractor Property") shall be transferred to the Contractor. Such Contractor Property shall be returned in the same condition that it was, when handed over to Intern, except for reasonable wear and tear. Intern shall also refund any amounts borrowed from the Contractor subject to any terms of borrowing and sign all documents required by the Contractor in that regard. The Contractor will not be bound to pay any dues of Intern until such time that Intern does not discharge these obligations upon termination.

2.12.4 Upon full and final settlement by the Contractor, the Intern shall issue a 'no dues/claims letter' or 'release letter'

in favor of the Contractor as on the date of termination stating that all dues to the Intern have been paid by the Contractor and that the Intern has no further claims against the Contractor and that no Contractor Property, whether movable or immovable, tangible or intangible, or in any other form, is with the Intern and has been returned to the Contractor in a reasonable condition.

2.12.5 Upon termination of Intern's internship contract, Intern shall relinquish all positions and/or memberships in anybody/committee/association to which he was appointed by virtue of his internship contract with the Contractor, deactivate all accounts, handover the assets to concerned department and delete all confidential record held privately.

2.13 INDEMNITY

Intern shall indemnify and hold harmless the Contractor against any and all losses, claims, damages, liabilities, obligations, penalties, fines, judgments, awards, costs, expenses, and disbursements, caused by, relating to, based upon, arising out of, or in connection with (a) the breach of any representations, obligations, covenants or warranties made by Intern hereunder; (b) the failure of Intern to perform or observe any provision of this Agreement required to be performed or observed by him hereunder including provisions related to non-compete, non-solicitation, Intellectual Property or confidentiality; or (c) Intern's violation of Applicable Laws; or (d) infringement of any trademark, copyright, patent, trade secret, or other Intellectual Property Right of the Contractor or of any third party by Intern.

2.14 NON-DISPARAGEMENT AND PUBLIC COMMUNICATIONS

2.14.1 The Intern shall not (directly or indirectly) make any negative or disparaging statement or take any action which could adversely affect or be reasonably expected to adversely affect the reputation of the Contractor, its shareholders, its Affiliates, directors, Interns and representatives of the Contractor and/or its Affiliates or pertaining to the Intern's tenure with the Contractor or the terms of this Agreement.

2.14.2 The Intern undertakes that during the term of his internship contract with the Contractor and at all times thereafter, he shall not misrepresent his association with the Contractor on any professional or social media platforms (including but not limited to LinkedIn, X (Twitter), Facebook and Instagram), job or placement portals (private or public), personal websites or any other public domain platforms.

2.14.3 Further, the Intern shall not (directly or indirectly) make any statements (written or verbal, electronically including on social media, anonymously or otherwise) or cause or encourage others to make any statements (written or verbal, electronically, including on social media, anonymously or otherwise), which would defame, discredit, disparage or in any way criticize the Contractor, its shareholders, its Affiliates, directors, Interns and representatives of the Contractor and/or its Affiliates. The Intern acknowledges that this prohibition extends to statements (written or verbal),

made to anyone or through any medium, including but not limited to the media (including social media websites, Facebook, Twitter, Linkedin etc.), current or potential investors, industry analysts, competitors, strategic partners, vendors, suppliers, licensors, Interns, clients and third parties.

2.14.4 No unauthorized solicitation or parallel engagements. The Intern expressly agrees that during his internship contract with the Contractor, he shall not directly or indirectly, engage in or solicit, any freelance work, consultancy, part-time assignments, or other professional engagements, whether paid or unpaid, that may conflict with or compromise the exclusivity of his internship contract with the Contractor. Any such activity shall constitute a material breach of this Agreement.

2.14.5 The Intern shall not, during the tenure of his internship contract with the Contractor or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Contractor, or defame the Contractor by making any derogatory statements about the Contractor, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Contractor to terminate this Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to the Intern or to pursue any legal action against the Intern, as applicable, in the event of breach of this Clause post leaving the internship contract of the Contractor. Further, notwithstanding the above, the Intern acknowledges that any post, comment, opinion etc. published by him on any matter in any forum, including social media, is his personal view and that the Contractor shall have no liability or responsibility for the same whatsoever.

2.14.6 Updates post termination Updates. Upon cessation or termination of his internship contract with the Contractor for any reason whatsoever, the Intern shall, within 7 (seven) from the date of effective date of cessation or termination, update all relevant representations of his association status to accurately reflect the end of his association with the Contractor. This includes updates to social media profiles, professional handles, personal websites, placement/job portals and any other public or professional platforms.

2.14.7 Company's Right to Act. In the event of the Intern's failure to comply with any obligations set out in this clause, the Contractor reserves the right to (a) notify the relevant platforms or portals to correct or remove any inaccurate representations and/or information's; and/or (b) take reasonable steps, including directly updating or requesting updates/removal of such information; and/ or (c) pursue appropriate legal remedies including, but not limited to, initiating legal proceedings and claiming damages for any reputational harm or other losses incurred by Contractor as a result of such breach.

2.14.8 Survival: This clause shall survive the termination of Intern's internship contract and this Agreement and shall remain enforceable notwithstanding any other term of this Agreement.

2.15 IT SECURITY POLICIES

2.15.1 The Intern is required to familiarize himself fully and comply with the Contractor's policies on information security, relevant information technology laws etc., as amended from time to time, and the guidelines on appropriate use of the Contractor and/ or its Affiliate entities or as may be applicable and their respective clients' internet and email systems.

2.15.2 The Intern is obligated to promptly report any suspected security breaches, data leaks, or violations of IT Policies to the designated authority of Contractor. Timely reporting is essential to mitigate potential risks and comply with regulatory requirements.

2.15.3 Failure to adhere to Contractor's IT Policies or engage in inappropriate use of the internet, telephone and email systems will be dealt with under Contractor's disciplinary procedure and could lead to the termination of the internship contract of the Intern. The Intern shall be responsible for using the internal access and e-mail services provided by the Contractor only for Business reasons.

2.15.4 Intern shall ensure that the Intern:

(a) Does not download or use any unapproved personal software (including games and screen savers) that has not been issued by the Contractor's internal IT department.

(b) Does not send offensive messages, or messages which may contravene Contractor's policy

and/or code of conduct, and access, download, or forward inappropriate material from/on the internet/email systems, Contractor uses scanning/monitoring tools which are designed to identify inappropriate use and will always escalate such incidents to senior management for investigation. Intern should therefore note that privacy cannot be guaranteed when using Business/ Contractor's private computers, though every effort has been taken to ensure the software employed only identifies breaches of Contractor's policy and to limit the number of Interns involved in the monitoring processes.

(c) Does not send or forward e-mails containing messages or images that are considered defamatory, profane, obscene, or derogatory.

(d) Does not use Contractor land lines or mobile phones to call, text (send SMS messages), or picture message individuals with messages, pictures or video clips which are in contravention of any of the Contractor's policies or Applicable Law.

(e) Does not send the electronic mail system to send/receive messages with religious or political, sexual implications, racial slurs, gender specific comments.

(f) Use broadcast mail with caution and only after the required authorization.

2.16 REMEDIES AND DAMAGES

2.16.1 Intern acknowledges that Contractor might suffer immediate, material, immeasurable, continuing and irreparable damage and may not have an adequate monetary remedy if Intern breaches the terms or conditions of this Agreement. Intern acknowledges that Contractor will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to prevent Intern from violating any contractual or legal obligation or to compel performance of Intern's obligations hereunder. Intern agrees that the Contractor shall not be required to post a bond or other security for seeking injunctive relief. Relief of injunction and/or specific performance shall be in addition to any remedy for damages which the Contractor may be entitled to.

2.16.2 The Inter further agrees that on any violation of the above stated Clauses (i) Non-Disclosure; (ii) Non Solicitation (iii) Confidentiality, (iv) Non-Disparagement, Contractor shall have the right to serve the Intern with a legal notice and in addition to the other rights that Contractor may have under this Agreement or in the law or equity, Intern shall be required to forthwith (and in any event no later than 7 (seven) days) pay the Contractor such amount as damages as may be claimed by Contractor in the said notice.

2.17 MISCELLANEOUS

2.17.1 Notices

2.17.1.1 All notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing in English and shall be deemed to have been effected (i) (in the case of personal delivery) when delivered, (ii) (in the case of email with return receipt requested) upon the obtaining of a return receipt from the recipient for whom it is intended, provided that a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below or (iii) (in the case of a letter) 3 (three) days after being dispatched in the post, postage prepaid, by an efficient form of mail available or by registered mail, if available, at the following addresses:

If to Intern:

Address: H.No. 391, Village Mohammadpur, near Sec- 36, Gurugram,

Phone number: 9560898517

Email id: rahul@ethara.ai

If to Contractor: Green Rider Technology Attention: HR Team

Address: 5th Floor, Plot No. 273, Udyog Vihar II Rd, Udyog Vihar Phase 1, Udyog Vihar, Sector 20, Gurugram, Haryana, 1220216, India

E-mail id: hr@ethara.ai

Phone number: 9755156447

2.17.1.2 In the event of any changes in the contact information above, the relevant Party may notify the changed information to the other in accordance with this Clause 17.1.

2.17.2 Assurances: The Intern agrees that she will take such actions and execute and deliver such instruments and documents as may be reasonably requested or required from the Contractor from time to time in order to carry out, give effect to and confirm the Contractor's rights and the intended purpose of this Agreement, provided that no such document or agreement shall be inconsistent with the spirit and intent of this Agreement.

2.17.3 Governing Law and Dispute Resolution:

(a) any dispute or controversy arising out of or relating to this Agreement shall be settled by arbitration to be held in Gurugram, Haryana in accordance with the Indian Arbitration and Conciliation Act, 1996 as then existing, in the English language, and shall be heard and determined by an arbitral tribunal composed of a sole arbitrator mutually appointed by the Contractor and the Intern. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and equitable relief from any court of competent jurisdiction without the posting of any bond or other security.

(b) This Agreement shall be construed with, and be governed by, the laws of India without giving effect to the principles of conflicts of laws. Subject to Clause 17.3(a), courts in Gurugram only shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

2.17.4 Successors and Assigns: With respect to Intern, this Agreement is personal in nature and Intern shall not assign this Agreement. Intern agrees that the Contractor may assign all rights under the Agreement, provided that, in no event shall such assignment materially vary or extinguish the economic rights available to Intern under this Agreement, and such rights shall continue to inure to the benefit of the Intern upon such assignment.

2.17.5 Data Protection

2.17.5.1 The Contractor may be required to collect, process, transfer and store the Intern's personal and sensitive data in any of the Contractor's locations. By signing this Agreement:

2.17.5.1.1 The Intern hereby consents to the collection, storage, and use of his personally identifiable information ("PII") by the Contractor in accordance with applicable data protection laws, including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

2.17.5.1.2 The Intern acknowledges and agrees that the Contractor is permitted to hold PII about the Intern as part of its Intern and other business records and that the Contractor may use such information during its Business.

2.17.5.2 Intern agrees that he would not access nor save any personal data on/through the Contractor's computers unless required for purposes under this Agreement and/or in compliance with the Contractor's policies. He further agrees to ensure that he would not bring, retain, store or otherwise access any information, data etc., which is objectionable or illegal or otherwise prohibited by Applicable Laws. The Intern shall fully acquaint themselves with and adhere to the Contractor's policies, guidelines, and protocols on information security including but not limited to secure passwords, emails, encryption, data storage, device usage and applicable information technology laws, and related guidelines, as amended from time to time. Compliance and strict adherence are required in relation to the use of the Contractor's, its Affiliates and their clients' internet and email system email systems. Any failure to comply with the Contractor's security policies or any misuse of internet, telephone, or email systems shall be addressed under the Contractor's disciplinary procedures and may result in termination of internship contract.

2.17.5.3 The Intern shall be responsible for ensuring that any internet access and email services provided by the Contractor or its clients are solely used solely for business purposes.

2.17.5.4 Any failure to comply with the Contractor's data protection policies, applicable data protection laws, or the terms of this Clause may result in disciplinary action, including termination of internship contract, legal action and/or financial liability or such other action that the Contractor may deem fit.

2.17.6 Waiver: No failure or delay on the part of any of the Parties to this Agreement relating to the

exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.

2.17.7 Conflict of Interest Guidelines

(a) It is the policy of the Contractor to conduct its affairs in strict compliance with the letter and spirit of the Applicable Law and adhere to the highest principles of business ethics. Accordingly, the Intern must avoid activities, which are in conflict, or appear to be in conflict, with these principles and with the interests of the Contractor. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Contractor and written approval for continuation of the same must be obtained:

- **i.** Revealing Confidential Information to outsiders or misusing Confidential Information.
- **ii.** Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Contractor is intended;
- **iii.** accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Contractor;
- **iv.** participating in civic or professional organizations that might involve divulging Confidential Information of the Contractor;
- **v.** initiating or approving any form of personal or social harassment of Interns;
- **vi.** improperly using or disclosing to the Contractor any proprietary information or trade secrets of any former or concurrent contractor or other Person with whom obligations of confidentiality exist;
- **vii.** Improperly using or authorizing the use of any Inventions, which are the subject of patent claims of any other Person.

(b) The Intern agrees to take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of the Contractor for review.

2.17.8 Entire Understanding: This Agreement along with its exhibits, and/or Schedules and other documents referred herein, will constitute the entire agreement and understanding between the Parties and will supersede all the previous agreements, negotiations and undertakings in respect thereof, and neither this Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the Parties and/or due notification of any such change or amendment by the Contractor against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

2.17.9 Cumulative Rights and Remedies: All rights and remedies existing under this Agreement are cumulative to, and not exclusive of any rights or remedies otherwise available.

2.17.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

2.17.11 Illegality: If any one of more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. A provision shall be substituted for any such provision held invalid, illegal or unenforceable, of similar import reflecting the original intent of the Parties, to the extent permissible under the Applicable Law.

2.17.12 Modification: No modification or amendment of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the Parties.

2.17.13 Restrictive Covenants: The Intern acknowledges and agrees that geographic, temporal and other restrictions as set forth in this Agreement, including those relating to non-compete, non-solicitation, confidentiality and other similar covenants are fair, reasonable and necessary for the protection of the Business, proprietary interests and affairs of the Contractor. In the event that

any such restriction is held to be unreasonable, invalid or unreasonable by a court of competent jurisdiction, whether in terms of duration or scope, the Intern agrees that such restriction shall be deemed modified to the extent necessary to render it valid and enforceable, and the Intern shall be bound as if such restriction, as modified, had been originally included herein. Furthermore, in the event that any such restriction or limitation under this Agreement is found to be unreasonable, invalid or unenforceable in any jurisdiction, in whole or in part, such invalidity or unenforceability shall not affect the validity or enforceability of that restriction in any other jurisdiction within the territorial scope of the Intern's obligations under this Agreement.

1. Survival: The provisions of Clause 8 (Non-Compete & Non-Solicitation), Clause 9 (Confidentiality), Clause 10 (Representations and Warranties), Clause 12 (Obligations upon Termination), Clause 13 (Indemnity), Clause 14 (Non-Disparagement), Clause 16 (Remedies) and Clause 17 (Miscellaneous) of this Agreement shall survive the termination of Intern's internship contract with the Contractor for any reason.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement, on the date mentioned hereinabove.

For Ethara AI



Suryansh Rana
Director

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Internship Terms & Conditions

1. All interns are required to work on their own personal laptop for the entire duration of the internship.
2. The term of this internship shall commence from the date on which the intern is formally allocated to the designated team and submits the first task.
3. The intern shall maintain a minimum of four (4) hours of productive output within an engagement period of 9 hours per day, inclusive of breaks.
4. No leaves will be permitted during the internship under any circumstances.
5. Selection for the internship shall be subject to the intern's successful completion of the screening clearance of screening test and prescribed training and assessment process.
6. Stipend and Payment Terms:

    - The Intern shall be entitled to a total stipend of INR 30,000/- (Indian Rupees Thirty Thousand only) per month, which shall be calculated on a pro-rata basis corresponding to the actual number of days worked during the applicable month.
    - Eligibility for stipend disbursement shall be subject to the Intern achieving a minimum of four (4) hours of productive output per day, as tracked and recorded by the Contractor. The stipend shall be payable only for the period worked, and any failure to meet the defined productivity requirements may result in a proportionate reduction in stipend.
    - The Intern acknowledges and agrees that all determinations relating to attendance, productivity, and stipend calculations shall be based on the records maintained by the Contractor, which shall be final and binding. In the event of any discrepancy or dispute, the Intern shall raise the same within two (2) working days of the relevant communication or payment, failing which such records and payments shall be deemed to be accepted without objection. The Contractor's decision in such matters shall be final.
    - All stipend payments, if applicable, shall be made in arrears and in accordance with the Contractor's prevailing payroll policies and procedures. The remuneration structure may be reviewed and revised by the Contractor at its sole discretion from time to time

      Bank Details and Payment:
      All payment will be made to the bank account provided by the intern. The intern confirms that the bank details given below are correct and belong to them. The intern agrees that payments made to this account will be considered complete by the Contractor.

      The Contractor may conduct verification of the provided bank details, including but not limited to test transactions, to ensure accuracy prior to disbursement.

      The intern shall be responsible for ensuring the correctness of the bank details provided. The Contractor shall not be liable for any delay or failure in payment arising due to incorrect or incomplete bank details submitted by the intern.

      - Bank Name: Kotak Mahindra Bank
      - Account Holder Name: Rahul
      - Account Number: 6912621616
      - IFSC Code: KKBK0004258

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement on the day and year first above written.

For Rahul

Rahul

Date: 2026-04-22

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Signing Certificate

Signer Events	Signature	Details
Rahul rahul@ethara.ai Signer **Authentication Level:** Email	 **Signature ID:** CMO9WNP311O5OAD1VI47IPMD2 **IP Address:** 103.50.151.48 **Device:** Windows - Chrome 147.0.0.0	**Sent:** 2026-04-22 10:23:58 AM (UTC) **Viewed:** 2026-04-22 10:31:35 AM (UTC) **Signed:** 2026-04-22 10:46:00 AM (UTC) **Reason:** I am a signer of this document

Signing certificate provided by: Documenso