



gulam@lakebrains.com
www.lakebrains.com

11, July, 2024

Harshit Sharma

Address:- Vil- Madar,Udaipur, Rajasthan, 313001

Dear Harshit,

We are pleased to offer you the position of **Web Development Intern**. We are excited about the possibility of you interning with us from **15 July, 2024**.

This internship program will be held completely offline, where you will be working remotely from your office location, in the guidance of dedicated professionals. This internship shall commence with effect from your date of joining. In the event you fail to join latest by **15 July, 2024**, this agreement shall stand terminated.

This internship is for 4 months and is expected to last no longer than that. The education received by the Intern from the internship is for the express benefit of the Intern and you will not be entitled to wages/compensation/monetary benefits for the time spent in the internship.

As an intern at LakeBrains Technologies, you will be required to follow all company policies, especially those that prohibit any employee from bringing with them from any prior employer any proprietary information, trade secrets, proprietary materials, or processes of such former employers. The terms and conditions of your employment with the company shall be as follows:

Duties & Responsibilities

- You will be working remotely using personal laptops. Internet connection or no such facility will not be provided by the company.
- You will maintain a regular internship schedule determined by their supervisor.
- You will be required to submit all the artifacts (source code, documentation etc.) related to assignments to your supervisor.

Work Ethics –

- Being a result oriented company, we believe in flexible timings. The company expects every intern to put in minimum 8 work hours per day.
- Working schedule of this internship will be Monday to Friday 09:00 AM - 06:00 PM.
- Intern will demonstrate honesty, punctuality, courtesy, cooperative attitude, proper health and willingness to learn.
- Intern will obey the policies, rules and regulations of the Company site and comply with the Company's business practices and procedures.
- Compensation - This is a paid internship; in this you will be financially compensated for the duties performed at the company. Intern agrees that he/she is gaining valuable knowledge, experience, education, and training in Company's industry as consideration for the Duties and Responsibilities.

- **Fixed** - You will be eligible to receive a stipend of INR 3000 per month as fixed pay.
- **Leaves** - You will not be entitled to any leaves; however sick leaves are allowed at the discretion of the supervisor. In case any longer period leaves (5) are taken due to some unavoidable circumstances, internship period shall get extended by the number of days of leaves.
- **Absorption in the Company** - The internship is related to an educational purpose and there is no guarantee or expectation that the activity will result in employment with the Company. At the end of the training period, your suitability for absorption in the Company will be at the discretion of the management on the basis of your performance during training and company requirement.
- **Intern Relationship** - Nothing in this Agreement shall be construed to create an employer-employee or principal-agent relationship between Intern and Company. Intern does not have the authority to bind Company in any manner whatsoever.
- **Confidentiality** - During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Intern in order for Intern to complete the Duties and Responsibilities. Intern will not share any of this proprietary information at any time. Intern also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

Non-Disclosure -

- "Confidential Information" is proprietary information relating to Company's business including but not limited to: business and financial records, intellectual property, proprietary data, security measures, new products or services, forecasts, customer information, customer lists, methods, plans, documents, data, drawings, reports, models, inventions, formulas, processes, software, information systems, contracts, strategic planning, proposals, business alliances, and training materials, or any other proprietary business information that, if disclosed, could affect the business of the Company.
- Due to the privileged access that you will have, to confidential information while interning at LakeBrains Technologies, you must not disclose any such information that he/she learns at the Internship to any other person or entity, unless required by applicable law or legal process.
- Without Company's prior written consent, Intern will not: (a) disclose Confidential Information to any third party; (b) make permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.
- The Intern agrees to return confidential materials upon Company's request, Intern shall immediately return all original materials provided by Company and any copies, notes or other documents in Intern's possession pertaining to Confidential Information.
- **Intellectual Property** - Intern agrees that any content provided to Intern by Company in order to perform Intern's Duties and Responsibilities, including but not limited to, images, videos, and text, copyrights or trademarks, remains solely owned by Company. Intern agrees that any content provided by Intern to the Company in the course of performing Intern's Duties and Responsibilities, including but not limited to, images, videos, and text, copyrights or trademarks, is solely and legally owned by Intern, but Intern Grants Company a nonexclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content in connection with Intern's Duties and Responsibilities. Any materials developed by the Company, making use of the content, remains the sole property of the Company. Any work product Intern may create during the course of this Agreement remains the sole property of the Company.

Termination -

- Company may at any time in its sole discretion, terminate the internship without notice or cause.
- This Agreement may be terminated at any time by Intern upon 1 month written notice to the Company; under no circumstances will Intern leave the internship without first conferring with Intern's supervisor.
- Upon termination, Intern shall return all Company content, materials, and all Work Product to Company at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.
- Further, Company is not liable to provide an experience letter in case of early termination.
- **Representations and Warranties** - Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. Intern further represents that he/she is duly authorized to work in India and is of legal age to work.
- **Indemnity** - The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and

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permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

In consideration of the opportunity afforded to the Intern to participate in the internship program, Intern hereby agrees that he/she, his/her assignees, heirs, guardians, and legal representatives, will not make a claim against Company or any of its affiliated organizations, or either of their officers or directors collectively or individually, or any of its employees, for the injury of death or damage to his/her property, however caused, arising from his/her participation in the internship program. Without limiting the generality of the foregoing, Intern hereby waives and releases any rights, actions, or causes or action resulting from personal injury or death to him/her, or damage to his/her property, sustained in connection with his/her participation in the internship program.

- **Limitation of Liability** - Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.
- **Waiver** - The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- **Legal and Binding Agreement** - This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
- **Jurisdiction** - The Parties agree that this Agreement shall be governed by Udaipur, Rajasthan jurisdiction for any legal proceedings.
- **Entire Agreement** - The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
- **COVID - 19** - All internship activities will be performed adhering to guidelines issued by the state/central governments regarding covid19. The guidelines shall prevail over any other clause in this agreement. With regard to any other matter, not covered here before, management's decision shall stand valid and final.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the company within 48 hours of receiving this, failing which, this offer stands automatically withdrawn by the company without any further notice to you.

For LakeBrains Technologies



Gulam Moinudin

Admin & Human Resources

I am pleased to accept the offer contained above.