

2nd Floor, #912, GKR Towers, 80 Ft Road Koramangala 6th block, Bangalore 560095,
Karnataka, India

Internship Agreement

This Agreement (“**Contractor Agreement**”) is made on BY AND BETWEEN

ORCHARD HEALTHCARE PRIVATE LIMITED, having its registered office at 2nd Floor, #912, GKR Towers, 80 Ft Road Koramangala 6th block, Bangalore 560095, Karnataka, India (hereinafter referred to as the “Company” and which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First Part;

Shabista Tarannum, aged about **20** years, having their permanent address at **#27 15th cross Lakkasandra, bangalore, 560030**. (hereinafter referred to as “Professional”) of the SECOND PART.

The Company and the Professional shall be collectively referred to as the Parties and individually referred to as the Party in this Agreement.

WHEREAS

A. The Company is inter-alia engaged in the business of providing payment solutions.

B. The Company is desirous of engaging the Professional for various services (“Services”) more fully described in the Statement of Work (“SoW”) attached herewith as Annexure A. The Parties hereto wish to record the said terms and conditions in writing.

NOW THIS AGREEMENT WITNESSETH

1. ENGAGEMENT

The Company hereby engages the Professional for the purpose of providing the Company with the Services as set out in this Agreement. The Professional acknowledges and agrees that they shall render the Services in a manner consistent with instructions received from, or requirements established by the Company and in accordance with all applicable laws and regulations.

2. CONSIDERATION AND PAYMENT TERMS

a) As an aggregate consideration for the Services provided by the Professional under this Agreement, the Company shall pay the Professional a consideration of **Rs. 20000/- per month (Fixed Salary INR TWENTY THOUSAND ONLY /- + Performance Based Incentive Rs. 0/- per month (Incentive INR «PERINTV_MinWords»/-)** per month as consulting fees (“Fees”), which is inclusive /exclusive of applicable service tax. All payments by the Company to the Professional shall be subject to deduction of withholding taxes & other statutory levies, as may be

applicable and amended from time to time. The payments will be made only after satisfactory performance of Services by the Professional.

b) The Professional shall not be entitled to any other payments, other than the Fees unless authorized in writing by Company. The Professional shall not be eligible for any other benefits which the Company offers to its employees.

3. TERM AND TERMINATION

a) This Agreement shall become effective upon the later date of execution of this Agreement and shall remain in effect for a period of **3 Months ("Term")**. Thereafter, this Agreement may be renewed at the sole discretion of the Company. Unless renewed by the Company, this Agreement shall stand automatically terminated at the end of the Term.

b) It shall be open to either Party to terminate by serving **30 Days** prior written notice to the other Party.

c) The termination of the Agreement shall not discharge or relieve either Party from fulfilling its obligation arising out of this Agreement, till the date of such termination.

d) In the event that this Agreement is terminated for any reasons, the Professional shall forthwith hand over to the Company, the possession of all documents, material and any other property belonging to the Company that may be in the possession of the Professional or any of its employees, agents or individuals assigned to perform the services under this Agreement.

4. OWNERSHIP OF MATERIALS

Promptly upon the expiration or termination of this Agreement, and earlier, if requested by the Company, the Professional shall deliver to the Company (and will not keep in its possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by the Professional as part of or in connection with the Services or otherwise belonging to the Company.

5. CONFIDENTIAL INFORMATION

The Professional agrees, during the term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company.

6. LEAVE

The Professional will be entitled to leave, and holidays as are permissible under laws and as per the Company's leave policy, as amended from time to time, governing the Professionals. Any additional leave(s) other than the aforesaid will be treated as loss of pay until and unless such leave(s) is/are granted and approved on an exceptional basis by the Company and/or as per leave policy.

7. REPRESENTATION

The Professional hereby represents and warrants as follows:

- a) They have the experience and ability to render the Services as required by this Agreement.
- b) The Professional represents to the Company that they have reasonable skill, competence, experience, expertise, and qualification for providing the Services to the Company and they shall at all times perform to the best of their ability and with due care, skill and diligence.
- c) The Professional warrants that there are no actions, suits or proceedings, pending or threatened, which will have a material adverse effect on the Professional's ability to fulfill its obligations under this Agreement.

8. RELATIONSHIP BETWEEN THE PARTIES

The Professional shall perform the Services hereunder as an independent Professional and not as an agent or any other relationship. In the performance of the Services hereunder, Professionals shall comply with all applicable laws and regulations.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) The Professional agrees that all contents/ such other things provided/developed by the Professional under this Agreement shall belong exclusively to the Company and no rights thereto shall accrue in any manner to the Professional. In addition, the Company shall be the sole owner of trademarks, brand names, copyrights, trade secrets and other intellectual property rights ("IPR") related to such contents/ such other things provided/developed by the Professional under this Agreement.
- (b) Under no circumstances will the Professional be entitled to claim the IPR (or any right of any kind) for any product, process, methodology, patent or other right of any nature whatsoever, by virtue of having worked on or being associated with any of them at the Company.
- (c) The Professional shall indemnify the Company for all damages, losses, claims, liabilities, or expenses as a result of any violation of the above provisions.

10. NO CONFLICT OF INTEREST

During the subsistence of this Agreement, the Professional shall not render similar services to any other party directly or indirectly competing with the business of the Company in any manner whatsoever. The Professional shall also refrain from carrying out any activity which conflicts with his obligations to the Company under this Agreement.

11. INDEMNIFICATION

The Professional shall indemnify the Company against any claim, liability, damages, losses, costs, charges, expenses, proceeding and action of any nature whatsoever made or instituted against or caused to or suffered by the Company for reasons of infringement of any third party intellectual property rights or breach of any terms of this Agreement.

12. AMENDMENTS

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

13. ASSIGNMENT


The Company may assign this Agreement freely, in whole or in part. The Professional shall not, without the prior written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement.

14. NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the addresses given above.

15. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

- a) This Agreement shall be governed by and construed in accordance with the laws of India.
- b) Any dispute, controversy or difference arising out of or in relation to or in connection with this Agreement or for the breach thereof shall be amicably and promptly solved by the Parties through mutual consultation. Should such an amicable solution not have been reached within a reasonable time, such dispute, controversy or difference or breach shall be settled by arbitration, pursuant to the Arbitration and Conciliation Act, 1996 in English language by a sole arbitrator to be appointed by the Company. The award rendered shall be final and binding upon the Parties.
- c) Subject to the above clause, the courts shall have exclusive jurisdiction with respect to this Agreement.
- d) IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to these presents the day and the first hereinabove.

	
<p>By: Deekshith Sherigara HR - Senior Manager For: ORCHARD HEALTHCARE PRIVATE LIMITED</p>	<p>By: Shabista Tarannum Intern</p>