



CAT INDIA ENGR SOLTNS PRVT

Shubham Kumar Vaish
Madhav Institute of Technology and Science,
Gwalior.

Dear Shubham Kumar,

Re: Letter of Offer for Internship Program (Internship)

With reference to your application and subsequent discussions we had with you, we are pleased to offer you Internship with CAT INDIA ENGR SOLTNS PRVT (hereinafter referred to as "the Company") on the terms and conditions stated below:

1. Your Internship with the Company shall be for a term of **6 months** commencing from 01/30/2023 and ending on 06/30/2023.
2. This internship is viewed as being an educational opportunity for you, rather than a part-time job. As such, your internship will include training/orientation and focus primarily on learning and developing new skills and gaining a deeper understanding of concepts through hands-on application of the knowledge you learned in class.
3. You shall abide by the instructions given to you by your Supervisor. You shall submit a project report at the end of your Internship on the training your learning experience in the Company. As required you shall be provided both class room and on the job training.
4. During the tenure of your Internship, you shall be paid an amount of ₹20,000.00Rupees per month subject to deduction of tax as applicable.
5. You should be available Monday through Friday for undergoing your Internship. You shall be entitled to Holidays as declared by the Company.
6. The Company, reserves the right to terminate your Internship at any time through 1 day written notice to you. In the event of indiscipline or violation of Company's policies, procedures, rules and regulations, the Company is entitled to terminate your internship forthwith.
7. You are entitled to terminate this Agreement by providing the Company with a written notice of 10 days.
8. You shall be eligible for leave as per the company internship policy.
9. You shall devote the whole of your time and attention for the successful completion of your Internship.
10. The Company reserves the right to transfer you from one location to another for the purpose of your Internship training.
11. It is clarified that you are not an employee of the Company and this Internship does not assure you any employment in the Company. The Company is not liable to absorb you as an employee after completion of your Internship.
12. You shall abide by the policies, procedures, rules and regulations of the Company.
13. During your Internship training you may have access to trade secrets and confidential business information belonging to Company. By accepting this offer of Internship, you acknowledge that you must keep all of this information strictly confidential and refrain from using it for your own purpose or from disclosing it to anyone outside the Company. **In addition you shall execute a Confidentiality and Intellectual Property Undertaking as given in Annexure**

14. You shall abide by the Electronic Communication Guidelines of the Company given in the Intellectual Property Agreement and execute an undertaking as stipulated in Annexure

15. The terms & conditions of your engagement as Intern is subject to review by the Company from time to time and you shall be bound by the same.

16. Company work timings will be informed by the business division where you shall undergo the Internship.

17. While undergoing the Internship, or subsequent engagement if any thereafter, you shall not pay or agree to pay, directly or indirectly, any funds or provide anything of value to any employee, agent, sub-contractor or other official of any governmental or public entity, or any consultant of such Governmental or public entity, or to any official or candidate of any political party, for the purpose of directly or indirectly influencing the acts or decisions of such officials in relation to the performance of your training or any services for the Company.

18. You shall not indulge in any activity that may constitute unwelcome verbal, physical or visual conduct based on a person's membership in a protected class based on sex, color, race, religion, place of birth etc., Further, you shall not indulge in any unwelcome sexually determined behavior or conduct.

19. You agree that traveling to locations other than your base location, including to places outside India as may be required to undergo your Internship and you shall have no objection to the same.

20. In addition to any and all other remedies that may be available at law, in the event of any breach of the terms of your engagement as Intern, the Company shall have the right to an injunction or other equitable relief in any Court of competent jurisdiction, enjoining any such breach, and you hereby waive any and all defenses that you may have on the ground of lack of jurisdiction or competence of the injunction or other equitable relief. The existence of this right shall not preclude any other rights and remedies at law or in equity, which the Company may have.

21. The company is not responsible to provide any term life insurance and group personal accident insurance.

22. Except to the extent expressly set forth herein, this agreement constitutes the entire understanding between the Company and yourself with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral.

I hope that your association with the Company will be successful and rewarding please sign a copy of this agreement and return to us as an acknowledgement of your acceptance of the above mentioned terms and conditions.

Yours sincerely,

For Caterpillar India Engineering Solutions Private Limited

Rajasimman A
Human Resources Manager

I have read this agreement for Internship carefully and I understand and accept the obligations which it imposes upon me and acknowledge the obligations which I am required to perform under this agreement. No promises or representations have been made to me to induce me to sign this agreement. I sign this agreement voluntarily and freely without any coercion.

ANNEXURE 1

UNDERTAKING

In consideration of my internship by **CAT INDIA ENGR SOLTNS PRVT**, a company organized under the laws of India (the "Company"), I agree that the following is applicable worldwide and agreed to by me voluntarily in connection with such internship by the Company (the "Agreement"):

1. Purpose of this Agreement.

I understand that the Company is engaged in a continuous program of research, development, manufacturing, production, marketing and sales in connection with Company's Business (as defined below) and that it is critical for the Company to preserve and protect its Confidential Information (as defined below), its Intellectual Property (as defined below), its Developments (as defined below) and its Intellectual Property Rights (as defined below). Accordingly, I enter into this Agreement as a condition of my internship by the Company, whether or not I am expected to have knowledge of or create such Confidential Information (as defined below), Intellectual Property (as defined below), Developments (as defined below) or Intellectual Property Rights for the Company.

2. Definitions.

"Affiliate" means: (i) any company, corporation, partnership or other business entity which is controlled or fifty percent (50%) or more owned, directly or indirectly, by the Company or which is fifty percent (50%) or more owned by any company, corporation, partnership or other business entity falling under item (ii) below; (ii) any company, corporation, partnership or other business entity that owns, directly or indirectly, fifty percent (50%) or more of the Company; and (iii) any individual or entity who has interests in, or relations with the Company. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of a business entity, whether through ownership of voting securities or otherwise.

"Intellectual Property or IP" means: any technology or information including, but not limited to, any ideas, discoveries, designs, apparatus, components, systems, specifications, algorithms, methods or processes, formulas, computer programs, techniques, improvements, compositions of matter, databases, mask works, trade secrets, any inventions (whether or not patentable), know-how, works of authorship (whether or not registered as copyrights), trade secrets, trademarks and domain names.

"Intellectual Property Rights or IP Rights" means: all patents, utility models, design rights and similar invention rights, registered and unregistered copyrights, trademark rights, trade secret rights, moral rights, mask work rights, domain name rights, know-how rights and any and all other similar intangible property rights, including all rights of exploitation, recognized anywhere in the world under any state or national statute or common law right in connection with the Intellectual Property .

3. Developments.

i. Disclosure.

I will promptly disclose to the Company any Intellectual Property and any improvements thereof ("Developments") conceived, created, or made by me either alone or jointly with others or about which I have knowledge of during the period of internship, whether or not in the course of my internship, and whether or not such Developments may be, have been or will be protected under Intellectual Property Rights; provided that, such Developments:

relate to any business of the Company or its Affiliates; or relate to any actual or planned research and development of the Company or its Affiliates, or are suggested by or result from any task assigned to me or work performed by me for the Company or its Affiliates; or relate to the Company Confidential information (as defined below) or the confidential information of its Affiliates.

3(i)(a)(b)(c) and (d) are collectively referred to as "Company's Business".

ii. Ownership.

I agree that all Developments conceived, created or made by me either alone or jointly with others during the period of internship, whether or not in the course of my internship, that relate to the Company's Business will be the sole and exclusive property of the Company.

I acknowledge and agree that any copyrightable works prepared by me either alone or jointly with others during the period of my internship, whether or not in the course of my internship, that relate to the Company's Business are "works for hire" under the Copyright Act and that the Company will be considered the author of such copyrightable works and will be the sole and exclusive property of the Company.

iii. Assignment.

I hereby irrevocably transfer and assign to the Company any and all Intellectual Property Rights that I may have in or own with respect to any Developments conceived, created or made by me either alone or jointly with others during the period of my internship, whether or not in the course of my internship, that relate to the Company's Business.

In addition to the foregoing assignment of Intellectual Property Rights in Developments, I irrevocably transfer and assign any and all Moral Rights (as defined below) that I may have in or own with respect to any Developments conceived, created or made by me either alone or jointly with others during the period of my internship, whether or not in the course of my internship, that relate to the Company's Business. I also hereby forever waive and agree never to assert any and all Moral Rights that I may have in or own with respect of such Developments, even after termination or expiration of my internship by the Company. "Moral Rights" mean any rights to claim authorship of any Development, to object to or prevent the modification of any Development, or to withdraw from circulation or control the publication or distribution of any Development, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

I agree to assist the Company in every proper way to obtain for the Company any Intellectual Property Rights in and ownership to the Developments conceived, created or made by me either alone or jointly with others during the period of my internship, whether or not in the course of my internship, that relate to the Company's Business. Furthermore, I agree to assist the Company in every proper way to enforce such Intellectual Property Rights in such Developments in any and all countries.

I will execute any document that the Company may reasonably request for obtaining or enforcing such Intellectual Property Rights. My obligations under this paragraph will continue beyond the termination or expiration of my internship by the Company.

iii. Prior Developments.

I have identified herein below in Section A or have attached herewith as Attachment No. 1, a complete list of all Developments to which I claim ownership and which I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is identified below or attached to this Agreement at the time of its execution, I represent that I have no such Developments.

4. Confidential Information.

i. Non-Disclosure and Nonuse

I understand that the Company has and continually develops and obtains valuable proprietary and confidential information concerning the Company's Business, business relationships and financial and other affairs (the "Company Confidential Information") which may become known to me in connection with my internship. By way of illustration, but not limitation, Company Confidential Information may include all types of financial, business, scientific, technical or engineering information, including, processes, methods, techniques, systems, formulas, drawings, photographs, software in any form, machine readable records, patterns, plans, models, devices, compilations, concepts, inventions (whether or not patentable), trade secrets, know-how, manufacturing procedures, research and development activities, product and marketing plans, organizational data, customer, dealer and supplier information, computer passwords, log-in Ids, access codes, calling card numbers, information on or from the computer or telecommunication systems and any development thereof or related thereto, and other business or technical information disclosed to the Company or to me by Affiliates of a proprietary or confidential nature or under an obligation of confidence. Such Company Confidential Information may be contained in various media, including, without limitation, computer programs in object and/or source code, flow charts and other program documentation, manuals, plans, drawings, designs, technical specifications and literature, laboratory notebooks, supplier and customer lists, internal financial data and other documents and records of the Company.

Company Confidential Information shall not include information which (a) is or becomes generally known within the Company's or its Affiliate's industry through no act or fault of mine; (b) is known to me (without being derived from the Company or its Affiliates) at the time it is disclosed as evidenced by my written records at the time of disclosure and is without restriction on its use or disclosure; (c) is lawfully and in good faith made available to me by a third party who did not derive it from the Company or its Affiliates and who imposes no obligation of confidence on me.

I agree that I will not use, copy, publish or disclose the Company Confidential Information, except while I am employed by the Company in performance of my duties and only for the best interests of the Company in accordance with the policy of the Company and/or its Affiliates with respect to the protection of such Company Confidential Information. I will not use, copy or publish such Company Confidential Information for the benefit of myself or others, nor will I disclose it to others during or after my internship, unless specifically authorized to do so in writing by the Company. I agree that I will contact the Company's Legal Department if I have any questions as to whether any specific information constitutes Company Confidential Information. The Company expects all employees to comply with the obligations under this Agreement to maintain the confidentiality of the Company Confidential Information.

I acknowledge that all Company Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain owned by and the sole and exclusive property of the Company or the Affiliate providing such information to me or the Company. I agree that no license under patent or other intellectual property right or under any other law is granted or conveyed by reason of my knowledge or use of the Company Confidential Information.

The Company also expects all employees to comply with any obligations to maintain the confidentiality of trade secrets or other confidential or proprietary business or technical information received prior to joining the Company, including former employers, or from third parties during internship by the Company for which I owe a duty to keep such information in confidence under agreement or otherwise (the "Other Confidential Information"). Therefore, I will comply with all obligations to maintain the confidentiality of Other Confidential Information. I understand that the Company and its Affiliates do not desire to acquire from me any Other Confidential Information. Therefore, I agree that I will not improperly use, copy, or publish any such Other Confidential Information nor will I disclose any such Other Confidential Information to the Company or its Affiliates. Furthermore, I will not use, copy, publish or disclose to the Company or its Affiliates such Other Confidential

Information for the benefit of the Company or its Affiliates without the express written permission of the owner of such Other Confidential Information. I agree that I will contact the Company' Legal Department if I have any questions as to whether any specific information constitutes Other Confidential Information, the status of my obligations related to such Other Confidential Information or if I am asked to disclose such Other Confidential Information to the Company, its Affiliates or to third parties. I further agree that I will not acquire by any illegal means any Other Confidential Information. I agree that neither the Company nor its Affiliates takes responsibility for any liability, (Civil or Criminal) arising out of an improper or illegal disclosure of Other Confidential Information by me in breach of my duty to keep such information in confidence under agreement or otherwise.

Prior to my submitting or disclosing any material prepared by me for possible publication or dissemination outside the Company that incorporates Company's Business, either present or future, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days of such submission, the Company agrees to notify me whether the Company believes such material contains any Company Confidential Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect such Company Confidential Information. I further agree to obtain the consent of the Company prior to any review of such material by persons outside the Company.

ii. Return of Property.

When my internship terminates or expires, or at any time upon Company's request, I will return to the Company all material in my possession or under my control pertaining to the Company Confidential Information. I acknowledge that because Company Confidential Information can have an unlimited life, it is reasonable that my related obligations under this Agreement be likewise unlimited in time and continue beyond termination or expiration of my internship.

5. No Conflicting Agreements.

I am not a party to any other agreement that conflicts with this Agreement, except as I have listed or identified herein below in Section B or have attached herewith as Attachment No. 2. If no such list is identified below or attached to this Agreement at the time of its execution, I represent that I am not a party to any such conflicting agreements at the time of executing this Agreement.

6. Severability.

If any provision of this Agreement is finally determined to be invalid under applicable law, then such provision shall be inapplicable and deemed omitted from this Agreement, but the remaining provisions shall be given full force and effect in accordance with the manifest intent hereof.

7. Governing Law.

I understand that although I may work for the Company outside India, I understand and agree that this Agreement will be governed, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. The Courts in Chennai shall have jurisdiction over any disputes arising under this Agreement.

8. Effective Date.

This Agreement shall take effect from the date of my Internship by the company.

11. Miscellaneous

No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. No waiver or consent given by the Company on any occasion will be construed as a bar to or continuing waiver or consent. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this

Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

This Agreement can only be modified by a written agreement executed by a duly authorized officer of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

A. Prior Developments or intellectual property rights which are not part of this Agreement:

B. Other agreements that conflict with this Agreement:

ANNEXURE 2

ELECTRONIC COMMUNICATION GUIDELINES

Electronic communications - including any access to or exchange of data via e-mail, the Internet or Intranet, voice mail, or otherwise - are a vital and growing segment of our business communications. Users of these systems are responsible for the communications in which they engage and for the resulting Company's records that they create, send, forward or save – and for doing so only in accordance with these guidelines.

1. The electronic communication and information systems and related equipment (the Systems) are provided by and are the property of the Company, as is all information residing on or carried by these Systems. As a condition of your use of the Systems, you acknowledge and agree that the Company may, at its discretion and for legitimate business purposes, inspect, use, or disclose your communications and related information without further notice. You should have no expectation of personal privacy associated with your use of the Systems.

2. Unauthorized access to the Systems is prohibited, and the Company takes reasonable precautions to secure the Systems from such access. Authorized users must exercise reasonable care to maintain the security of the Systems, including the use and management of required passwords. However, password protection is for the security of the Company and the Systems, and does not imply that communications are private or confidential to individuals.

3. The Systems are intended for the Company's business. You may not use the Systems for personal gain, for purposes not reasonably related to the conduct of the Company business, or in any manner that harms other individuals or the Company.

4. Use of the Systems should be businesslike, courteous, and civil, and must comply with laws and regulations such as those regulating trademarks, copyrighted material, threatening or obscene material, and confidential, proprietary, or trade secret information. Use that is harassing, discriminatory, defamatory, disruptive or offensive to others, illegal or criminal, or that involves obscene, vulgar, or sexually explicit content, is prohibited. Although your use of the Systems indicates your consent that the Company may, at its discretion, inspect, use, or disclose any resulting information, such inspection is not systematic or guaranteed. The Company depends upon users to report inappropriate, offensive, or illegal material to the Company's management.

5. Communications must clearly disclose the originator, sender, and intended recipient. If you receive a communication by mistake, you should stop reading as soon as you realize it was not meant for you and notify the sender or your system administrator immediately. It is impermissible, and may be illegal, to purposely read communications intended for another person without permission of that person or of the Company. If you forward a communication originated by someone else, do not make changes without clearly disclosing that you have done so.

6. Communications outside of the Company, for example, via the Internet, Electronic Data Interchanges, direct modem connections, or otherwise, often travel through systems not under the control of the Company, and **might be intercepted and misused.** Therefore, confidential information must not be communicated outside of the Company unless clearly marked as to its confidential status. Privileged information, such as communications between an attorney and client, must not be shared

without prior Legal Services approval.

7. Marking communications as confidential does not necessarily protect them for disclosure or misuse, and the Company guidelines might require the use of encryption. However, encryption may be employed only where the Company has authorized its use and has been provided with all keys necessary for decryption. You may not intentionally encode or encrypt files to make them unreadable by authorized the Company representatives.

8. Use of the Systems creates records that can be difficult to eliminate. Communications or related information might be printed or saved and might exist on backup media or otherwise be retrievable from the Systems for indeterminate periods of time. Therefore, you should be aware that mere "deletion" of a communication does not ensure removal of it or of related information from the Systems. Consider this when drafting and sending communications.

9. Various other Company's policies, procedures, and practices apply to electronic communications and Systems. Examples include guidelines established by the Corporate Records Management Program, Corporate Information Services, Corporate Travel Services, Corporate Identity, and your facility and business unit. It is your responsibility to manage your electronic communications in accordance with all such direction.

Use of the Company's Systems is a privilege. Inappropriate use may result in disciplinary action, up to and including termination. In addition, failure to follow these guidelines could subject both Company and you, the individual user, to legal liabilities and embarrassment. You should report any misuse to your supervisor, your facility Human Resources or Information Services manager, or to Security.