



December 26, 2022

IBM India Private Limited
Manyata Embassy Business Park,
G2 Block, Nagwara Outer Ring Road,
Bangalore – 560045, India.
Tel : 91-80-49139999
<http://www-07.ibm.com/in/careers/>

Dear Himalay Gupta,

We are delighted to invite you to join IBM as an Intern.

You will be working with open-minded professionals like yourself, who are passionate about designing and building solutions to help our clients becoming smarter, faster and more innovative.

At IBM, you will be a part of a diverse team where you will meet and work with new people from different cultures to tackle challenges from a fresh perspective. IBM gives you the ability to be yourself and freely express your ideas with colleagues from around the world. The sky is the limit to what you can do.

These are exciting times, the IT industry is fundamentally reordering at an unprecedented pace and we are at a turning point in IBM history and in the history of technology. IBM is now emerging as a cognitive solutions and cloud platform company. We are helping reshape industries –bringing together our expertise spanning Cloud, Analytics, Security, Mobile, Social and the Internet of Things.

Join us and make the most of these exciting times, discover what you can make of this moment and you'll be proud to call yourself an IBMer.

Your Internship Letter is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcoming you to join the IBM family.





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Dear Himalay Gupta

We are pleased to offer you a permission letter for project training as an Intern from January 16, 2023 to July 15, 2023. During your Internship assignment, you will be working on the assignment at Gurgaon and paid a stipend of INR 15000/-per month. You will report to Kohli, Amit (amkohli1@in.ibm.com) in Gurgaon. At the end of the internship, you will submit a copy of your report to the Company. You may contact your manager for further guidance on your project.

To facilitate relocation (As per IBM policy, provided your current location in India is more than 100 kms from your offered work location), you are entitled to a one time relocation allowance of a flat amount of INR 35000/- which will enable you to make necessary arrangements for your travel, accommodation and conveyance in your location during the course of your Internship with IBM and will be paid to you upon joining the Company. The payment timeline is subject to the date of joining and the company payment cut-off date. For example: if your date of joining is between 1st to 10th of the month then the payment will be processed in the same month of joining else it will be processed in the subsequent month of joining. Please note that this one time relocation allowance is subject to appropriate income tax deductions as per applicable law and is a one time payment which is paid out with the first month Stipend.

This is a temporary internship assignment which may be terminated at any time by you or IBM and does not imply any commitment by IBM to regular employment.

Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof. You are also expected to adhere to all applicable rules and regulation and business conduct guidelines of IBM and act in accordance with the values and principles of the Company.

Acceptance and Commencement

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.



- Any change of joining date must be sent to islcampus@in.ibm.com at least 5 days prior to your original joining date. The new joining date must be a Tuesday, Wednesday, or Thursday and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Main Lobby located at PLOT NO.26, BLOCK-A, SECTOR-62, GAUTAM BUDH NAGAR, NOIDA – 201301. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have questions about your First Day Start Paperwork, send a mail to pronboar@in.ibm.com

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:

- Relieving document from most recent employer – Relieving letter or service certificate or resignation acceptance e-mail with last working day (LWD) confirmation.
- Passport and Pan card– If you do not have a Passport or Pan card you need to bring one of the following IDs.
 - Voter ID card
 - Driving License
 - Aadhaar Card
 - Senior Secondary result/certificate with DOB and photo (for university hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry any one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever. Valid Indian Work Permit, if applicable.
- Education documents (for university hires only) – Degree certificate and all year mark sheets for the highest degree attained.



- This offer is contingent upon you being fully COVID-19 vaccinated prior to your start date, and submitting proof of your vaccination status before the start date. During the Onboarding process you will be asked to confirm your vaccination status, and onboarding / start of employment with IBM is contingent on your satisfactorily providing proof of vaccination status. However, if you are unable to be vaccinated due to a valid medical or religious reason, please indicate the same when asked. IBM will consider such requests on a case by case basis subject to submission of required proof satisfactory to IBM, and may either exempt you from vaccination requirements, or may permit you to defer submission of proof of vaccination to an alternate date. IBM's decision in this respect shall be final. The specific procedure for you to submit proof of vaccination status, or requests for exemption, will be separately communicated to you.

Group Personal Accident Plan:

This is a company paid benefit which provides group personal accident coverage to all Interns of IBM India Pvt. Ltd. The benefit basis for accident coverage against permanent total disability, permanent partial disability and dismemberment is INR 500,000/-. Coverage applies world-wide, 24 hours a day.

Please contact us via internshiring@in.ibm.com for any queries regarding your internship assignment.



The impact of today's technology and pace of change is tremendous. We hope you're as excited as we are to play a part in that revolution. At IBM, we're changing the world every day and we will be delighted to have you as part of our team. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in the space specified below and return the signed copy to IBM on your on boarding day.

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA

A handwritten signature in black ink, appearing to read "Singh", with a long horizontal stroke extending from the bottom.

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS (TO BE UPDATED BY THE CANDIDATE ON THE DATE OF JOINING))

I agree that I have read, understand, and accept employment with IBM under the terms and conditions stated above. By signing on this offer, I also agree and acknowledge that this offer letter does not require a physical signature, and the issuance of this offer of employment to me, my acceptance of this offer, and IBM's acknowledgment of the same and the affixing of a signature by the IBM representative shall be adequate to constitute a valid contract of employment between IBM India Pvt Ltd. and me. (Please sign below to confirm that you agree with the terms and conditions stated in this offer.)



SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

VERIFIED BY (FOR OFFICE USE ONLY – TO BE UPDATED BY ON BOARDING SPECIALIST)

SIGNATURE

PRINTED NAME

DATE



IBM CONFIDENTIAL

ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # : _____ Date Of Hire : __ __ / __ __ / __ __ __ __

In consideration of my internship with International Business Machines Corporation or one of its subsidiaries or affiliates (collectively, "IBM"), and the payment to me of a stipend or other compensation related to my internship, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my internship, any confidential information or material of IBM, or any information or material received by IBM in confidence from third parties, such as suppliers or customers. Once my IBM internship ends, or at the request of IBM, I will return to IBM all property in my possession belonging to IBM or received by IBM from any third party, whether or not containing confidential information and whether stored on an IBM owned asset or a personally owned asset, including, but not limited to, electronic data, electronic files, diskettes and other storage media, drawings, notebooks, reports, and any other hard copy or electronic documents or records. I understand I am not prohibited from reporting possible violations of law or regulation to a government agency, as protected by law.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM; received from any third party; obtained from an entity IBM acquired or in which IBM purchased a controlling interest (including information or material received by that entity from a third party); or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM; and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; pricing information; customer lists; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

(a) During my internship with IBM and six months thereafter, I will not directly or indirectly solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM.

(b) I agree that during my internship with IBM and for six months thereafter, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my responsibilities during my internship with IBM.

2. I acknowledge that IBM would suffer irreparable harm if I fail to comply with Paragraph 2(a) or (b), and that IBM would be entitled to any appropriate relief, including money damages, equitable relief and attorneys' fees.

3. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials or patented inventions of any third party, unless authorized by IBM pursuant to Paragraph 5.

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

5. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.



If, by operation of law such right, title, and interest in Developments vest in IBM upon creation, I acknowledge that such right, title, and interest belong to IBM. Also, I hereby assign to IBM my entire right, title and interest in any such Developments that were or are suggested by or a result of any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity.

In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

The assignment of Developments in this Paragraph 5 shall exclude any Developments in which I have a right, title, or interest and that were, prior to my internship with IBM, (1) conceived and/or made solely or jointly by me; (2) written wholly or in part by me; or (3) expressly stated in an agreement that I executed with another party which precludes an assignment to IBM (collectively, these exceptions to assigned Developments hereunder shall be known as "Excluded Developments"). Further, I acknowledge that I will not use or cause to be used, any Excluded Developments in IBM's business, research or development without a written or email authorization to do so from both my first and second line manager. For the avoidance of doubt, Excluded Developments shall not comprise any Developments that were or are suggested by or resulted from any task assigned to me or work performed by me for or on behalf of any entity that IBM acquired or in which IBM purchased a controlling interest, unless assignment of my right, title, and interest in the Development is governed by an agreement executed prior to my IBM internship.

I hereby identify any and all Excluded Developments which are not published in a searchable public database (e.g. United States Patent & Trademark Office). In the following table I have provided a brief non-confidential description that sufficiently identifies the Excluded Development (e.g. title of publication), the creation date of the Excluded Development, and to the extent my rights to the Excluded Development are governed by an agreement, the other named party to the agreement and the date the obligation terminates.

If I do not have any Excluded Developments to declare I have left the following table blank or have written "None," "Non/Applicable," or a similar designation.

Description of Excluded Development	Date Created	Named Party/Termination Date

Additional pages may be attached, as appropriate to identify other Excluded Developments, if any. IBM requires you to disclose Excluded Developments in this Paragraph 5. If you wish to interest IBM in any Excluded Development, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting it to IBM.

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefore in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 5 and which discloses or claims any Development made, conceived, or written while I am employed by IBM. I also agree to promptly notify the IBM Intellectual Property Law Department if, after my IBM internship ends, I am contacted by anyone or any entity outside of IBM regarding any transaction, legal or governmental proceeding, litigation or other legal dispute concerning or relating to any of the Developments assigned by Paragraph 5.

7. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 5, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.



I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

8. I agree that IBM, its services providers and other third parties authorized by IBM will collect, use, store, make available to those who have a need-to-know, and otherwise process my personal information to establish, maintain and terminate my internship relationship with IBM and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to IBM, its service providers, or third parties directly by me or otherwise gathered, includes my name, photo, contact information, skills, compensation, performance, usage of IBM assets, background check results, bank account information, and disability or medical information.

I will not use for unauthorized purposes nor share with any unauthorized parties, either during or after my internship, any personal information about others to which I may have access during my internship at IBM.

IBM provides numerous opportunities for social computing through blogs, wikis, social networks, virtual worlds and other social media. I agree to comply with all IBM policies and practices regarding use of social computing tools and I understand that I am personally responsible for the content I post on any social computing tools (whether on IBM's internal platforms or on third party sites) and that any information I post, including any of my personal information, may be made broadly available to others, potentially inside or outside IBM, who have access to these tools.

9. The term "subsidiaries," as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

10. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by IBM in writing. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

11. This Agreement shall be governed by the laws of India. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect. I recognize that any violation of my obligations described herein would cause IBM to suffer irreparable harm and can result in appropriate action, and any other appropriate relief for IBM including money damages, equitable relief and attorney's fees.

12. This Agreement shall constitute a part of my terms of internship with IBM and is executed contemporaneously with my offer of internship with IBM.

My agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

Intern's Full Name	Intern's Signature	Intern Serial No.	Date