

Aug 27, 2024
Mumbai Paradigm

SUBJECT: OFFER OF INTERNSHIP OPPORTUNITY WITH OCWEN FINANCIAL SOLUTIONS PRIVATE LIMITED

Dear **Shruti Shikha**,

Ocwen Financial Solutions Pvt. Ltd. is pleased to offer you an internship opportunity (the "Internship ") within its **COR Operations - Delegated - Processing - APAC** department for a period of **6 months** beginning **Sep 09, 2024**.

You will be designated as Intern, **Intern, Correspondent Lending - APAC** during this internship period and your initial posting will be in **Mumbai Paradigm**. During this term, you will be reporting to an assigned supervisor or **Director - Correspondent Lending APAC**.

The terms and conditions governing this internship program are enclosed herewith. Please review, sign and return a copy of this letter to confirm acceptance, no later than close of business on **Sep 09, 2024**.

Congratulations and welcome to the team!

Sincerely,



Austin Thomas

Vice President, Human Resources

Ocwen Financial Solutions Private Limited, a subsidiary of Onity Group Inc.

Corporate Identity Number: U67190KA2000PTC027095 • Regd. Office: Unit 501, 5th Floor, South Block, Vaishnavi Tech Park,
Survey No.16/1 & 17/2, Ambalipura Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru-560103, Karnataka, India • Board
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APPENDIX A**TERMS & CONDITIONS GOVERNING INTERNSHIP PROGRAM AT OCWEN**

This Agreement ("Agreement") is by and between Ocwen Financial Solutions Private Limited ("the Company") and **Shruti Shikha** ("you / _____"), is effective from **Sep 09, 2024** and no later than **Sep 09, 2024** and is made with reference to the following:

The Internship program cannot be considered as an Employment offer and no employer-employee relation is created. This is just an educational / training / skill development opportunity. During the period of Internship, you will not be eligible for any statutory benefits of that available to full time employment. Any payment to be made by the Company shall be at its discretion only and pursuant to a successful completion of each month's responsibilities during Internship program as assessed by the Company.

The Company desires to offer an Internship Program, and **Shruti Shikha** is willing to accept and undergo Internship with the Company by agreeing to the terms and conditions as follows:

1. INTERNSHIP

The Company hereby engages you as an **Intern, Correspondent Lending - APAC** and you accept such offer with the Company commencing on the date mentioned above and contingent to the terms and conditions pertaining to this program, as given below.

2. DUTIES AND SERVICES**a. Duties:**

You shall be designated as Intern, for Ocwen Financial Solutions Private Limited. In the performance of your duties, you shall report directly to your **Director - Correspondent Lending APAC** or any other person that the Company may, in its sole and absolute discretion from time to time designate.

b. Exclusive Services:

You are expected at all times faithfully, assiduously and to the best of your ability, experience and talent, perform to the Company's satisfaction, all of the duties that may be assigned to you, from time to time. While you are interning with the Company, you will not engage in any other business or activity that conflicts with the interests of the Company. While you render services to the Company, you also will not assist any person or organization or provide direct or indirect services including online support to such organizations in competing with the Company or in hiring any employees of the Company.

c. In your role you shall be working during the normal business hours as prescribed by your reporting manager.

3. COMPENSATION

On successful completion of each month during your Internship period, based on the feedback from your reporting lead, you will be eligible to receive a monthly stipend of INR **30000** duly payable at end of the respective month for a total period of **6** months, subject to deduction of any taxes or other statutory deduction as prescribed by the Government of India from time to time.

4. TERMINATION**a. Termination for Breach of Code of Conduct**

The Company may terminate this Agreement at any time for breach of Code of Conduct with immediate effect, without giving any notice of termination to you. The Code of Conduct shall be deemed as having been breached by any or all of the following:

- i. Police arrest for, or entry of a plea of guilty in a court of competent jurisdiction for any crime involving moral turpitude or offences punishable by imprisonment;
- ii. Commission of an act of fraud, whether prior to or subsequent to the date of internship;
- iii. Continuing, repeated or willful failure or refusal to perform agreed duties in the Company;
- iv. Gross negligence, insubordination or violation of any duty of loyalty to the Company;
- v. Commission of any act which is detrimental to the Company's business or goodwill or in breach of the Company's ethical code of conduct;
- vi. Violation of any other provision of this Agreement or Company policies;
- vii. Failure to meet the expectations of the job as demonstrated by poor performance or absenteeism;
- viii. Failure to appear for work for three (3) consecutive days without obtaining the Company's approval;

b. Termination at the Company's discretion

The Company may terminate this Agreement at its sole discretion by providing you with prior written notice without cause.

The Company may terminate this Agreement at its sole discretion anytime during the tenure of the Internship program, by providing you with seven (7) days prior written notice. In lieu of written notice, the Company shall only be required to pay you a maximum notice pay equal to seven (7) days of **stipend only** or prorated basis and the amount so recovered, shall be inclusive of all applicable taxes.

c. Termination at the Intern's discretion

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You may terminate this Agreement anytime during the tenure of the Internship program by providing the Company with seven (7) days prior written notice. The notice pay that you will be required to pay the Company in lieu of such notice shall be computed on the **stipend** component only or prorated basis and the amount so recovered, shall be inclusive of all applicable taxes. At the time of termination, the Company may require you to complete any assignment or assignments on which you were working to the satisfaction of the Company before relieving you from your services.

5. NON-LIABILITY OF THE COMPANY

IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES CAUSED OR ALLEGED TO BE CAUSED DURING THE INTERNSHIP PROGRAM BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, EQUITABLE PRINCIPLE OR OTHERWISE, EVEN IF COMPANY OR YOU HAVE BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

If this Agreement is terminated by you or the Company for any reason whatsoever, you shall not be entitled to any action or claim against the Company before any court or arbitrator, on any grounds whatsoever.

6. USE AND NON DISCLOSURE AGREEMENT

All information, documents and data pertaining to the Company's business and work processes, inventions, customers, tools and machines or any other information proprietary to the Company and its subsidiary companies or associated companies, which have been given to you or gathered by you during the course of your internship, may not be disclosed to a third party, either during or after your internship, unless specifically approved by the Company in writing. Upon termination of this Agreement, all such documents, records and writings relating to the Company, which are in your possession, including those created by you shall be treated as specified under Sections 7 and 8 hereinbelow. In addition to the above, you shall be bound by the terms and conditions as given in the Intellectual Property Agreement ("IPA"), which is incorporated herein by reference.

7. COMPANY PROPERTY

The Company will provide you with infrastructure and tools as deemed necessary and in the management's sole and absolute discretion, for performing your role as an intern. All such tools provided by the Company will be the property of the Company and the Company will be responsible for regular maintenance, unless specified otherwise. All such property of the Company that is given to you, shall be returned to the designated person in the Company, upon the termination of this Agreement and prior to the effective last date of your internship in the Company.

8. OWNERSHIP OF INTELLECTUAL PROPERTY/ INVENTIONS

The Company shall have proprietary, patent and copyright rights over all inventions, discoveries, improvement in business processes or any other intellectual property pertaining to the business of the Company, that are made by you during the duration of internship and which are related directly or indirectly to the business of the Company. You are required to inform the Company regarding such inventions made by you and you agree that any compensation made to you on this count will be at the sole discretion of the Company. The Company will bear all expenses that may be incurred in the course of securing the above-mentioned rights.

9. MISCELLANEOUS

- i. You are bound to abide by and adhere to the policies, rules, and regulations enforced by the Company from time to time including those relating to conduct, discipline, benefits and any other matters as though these rules, regulations and orders were a part of this Agreement. Such policies, rules, and regulations may be subjected to alteration and amendment.
- ii. The failure of either party at any point in time to enforce adherence by the other party, to any clause or condition of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any clause or condition for a specific purpose, be deemed to be a permanent waiver of the aforementioned clause or condition thereafter.

10. APPLICABLE LAW

This Agreement is made with reference to the law of India and the appropriate court in Bangalore will be the jurisdiction for all legal governance.

APPENDIX B**INTELLECTUAL PROPERTY AGREEMENT**

This INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is made by and between Ocwen Financial Solutions Private Limited, a company registered under the provisions of the Companies Act, 1956, having its principal place of business at Unit 501, 5th Floor, South Block, Vaishnavi Tech Park, Survey No.16/1 & 17/2, Ambalipura Village, Varthur Hobli, Bengaluru East Taluk, Bengaluru-560103, Karnataka, India ("Ocwen"), and **Shruti Shikha**.

In consideration of my internship at Ocwen, I agree that:

1. For the purpose of this Agreement, the following words shall have the following meanings:

- a) "Affiliate" shall mean any person or entity directly or indirectly controlled by, controlling or under common control with a party.
- b) "Confidential Information" means information which is disclosed to me, known by me, or generated by me as a consequence of or related to my Internship with Ocwen, which is not publicly known outside Ocwen or its Affiliates, and which relates to the existing or reasonably contemplated scope of Ocwen's business (or the business of its Affiliates and/or clients) at the time such information is disclosed to me, known by me, or generated by me. "Confidential Information" is intended to include, but is not limited to, trade secrets, inventions, processes, formulas, systems, computer programs, plans, programs, studies, techniques and business information. For avoidance of doubt, Confidential Information shall include information that is provided to Ocwen or its Affiliates by clients of Ocwen or its Affiliates.
- c) "Developments" shall be defined as all inventions, whether or not patentable, Confidential Information, computer programs, copyright works, algorithms, processes, patents (and applications therefor), trademarks (and applications therefor) and other intellectual property (collectively, "Works") that (1) are made, conceived, reduced to practice, or authored by me, alone or jointly with others, while interning at Ocwen, whether or not during normal business hours or on Ocwen's (or its Affiliates') premises, that are within the existing or reasonably contemplated scope of Ocwen's business (at the time such Works are made, conceived, reduced to practice or authored) or of the business of Ocwen's Affiliates (at the time such Works are made, conceived, reduced to practice, or authored), or which result from or are suggested by any work I or others may do for or on behalf of Ocwen or its Affiliates; (2) arise from, are based on, or otherwise incorporate or utilize Confidential Information; or (3) are made, conceived, reduced to practice, or authored by me during my Internship with Ocwen during business hours or using Ocwen's (or its Affiliates') equipment whether related or unrelated to Ocwen's business or the business of its Affiliates. Notwithstanding anything to the contrary contained in this Agreement, any Works of which I have already conceived prior to my Internship with Ocwen (whether or not relating to the business of Ocwen or its Affiliates) shall be excluded from the definition of Developments, if such Works are identified in a writing attached to this Agreement.

2. I will not disclose or induce Ocwen or its Affiliates to use confidential information or trade secrets of others, unless authorized by the owner.

3. During my internship with Ocwen and thereafter, I will treat all Confidential Information as secret and confidential and I will never use or disclose or authorize anyone else to use or disclose such Confidential Information except as is expressly permitted by Ocwen or its Affiliates in performance of my designated duties to Ocwen or its Affiliates. I will diligently protect all Confidential Information against loss by inadvertent or unauthorized use or disclosure. I have no right to use Confidential Information after my Internship with Ocwen terminates.

4. All Developments are the property of Ocwen or its Affiliates (as determined by Ocwen) and deemed works made for hire, to the extent applicable. To the extent any Developments and the rights therein do not become the property of Ocwen or its Affiliates by operation of law, I will assign and hereby do irrevocably and perpetually assign to Ocwen all my rights to such Developments in all countries as of the time such rights arise, understanding that Ocwen may be under an obligation to assign such rights to another entity. I agree that I will execute all documentation necessary to document the assignment to Ocwen (or such other entity as specified by Ocwen) of all rights, title and interest in any Developments.

5. No provision in this Agreement is intended to require assignment of any of my rights in a Work (a) in which no equipment, supplies, facilities, or Confidential Information of Ocwen was used, (b) that was developed entirely on my own time and not on or at any Ocwen premises or the premises of an Ocwen Affiliate, (c) that does not relate to the business of Ocwen (or its Affiliates) or to the actual or anticipated research or development of Ocwen or its Affiliates (at the time such Work is made, conceived, or authored), and (d) that does not result from any work performed by me for Ocwen. Nothing contained in this Agreement is intended to prevent me from using, after termination of my internship period with Ocwen, any of my general skills, knowledge, talent, and expertise that I currently have or may develop during my Internship with Ocwen.

6. I will promptly submit to the Ocwen Law Department written disclosures of all Developments, whether or not patentable, which are made or conceived by me, alone or jointly with others, while I am interning with Ocwen. If I make, conceive, or develop any Work during my internship for which I do not know whether such Work falls within the existing or reasonably contemplated scope of Ocwen's or its Affiliates' business (at the time such Work is made, conceived, or authored), I will promptly submit to the Ocwen Law Department a written disclosure of such Work so that Ocwen, in its sole reasonable judgment, can determine in good faith whether such Work is a Development.

7. Upon request by Ocwen or its Affiliates, at any time during my internship with Ocwen and thereafter, I will:

- a. submit to the Ocwen Law Department written disclosures of all Developments made, conceived, or authored by me, alone or jointly with others, while interning at Ocwen; and

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- b. provide proper assistance and review and execute all papers deemed by Ocwen to be necessary to effectuate the intentions of the parties expressed in this Agreement and to develop and preserve legal protection for all Developments in the name of Ocwen (or its Affiliates as determined by Ocwen) without any compensation in addition to the stipend received from Ocwen during my Internship with Ocwen except as required by law.

8. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my Internship, shall be the property of Ocwen or its Affiliates and shall be delivered to Ocwen upon termination of my Internship or at any other time upon request.

9. The law of India will govern the interpretation, validity and effect of this Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm will result to Ocwen and its Affiliates, and that Ocwen and its Affiliates shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.

10. This Agreement may not be superseded, amended, or modified except by either (a) a written agreement signed by me and a senior vice president of Ocwen or above; or (b) if permitted by law, the issuance of a new or updated official Ocwen policy relating to the subject of this Agreement that is communicated to me via any reasonable medium (including without limitation via electronic mail), which I agree becomes effective by my continued Internship at Ocwen after receiving actual or constructive notice of such policy.

11. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, if any provision of this Agreement is voided, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible. If Ocwen decides not to exercise any of its rights under this Agreement or to take no action, against any violation, such decision shall not affect the exercise of such right or taking of any action at another time.

12. There is no agreement or restriction which prevents the performance of my duties under this Agreement, except an agreement with _____, a copy of which is attached hereto. (If there is none, insert "no exception".)

I acknowledge that I have read and that I understand this Agreement. I understand that to the extent applicable this Agreement remains in effect following my Internship with Ocwen. I also understand this Agreement is legally binding upon me and upon my heirs and that this Agreement may be transferred by Ocwen to any of its successors or assigns at any time and without my consent or any notice to me.

By: _____

Date:

Accepted by Ocwen Financial Solutions Private Limited:



BY: Austin Thomas
TITLE: Vice President, Human Resources

Date:

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