**INTERNSHIP AGREEMENT**

This **Internship Agreement** (“**Agreement**”) is made at 14B,nilmoni mitra row,west Bengal,Kolkata-700002 on 31st October 2020 by and between:

1. QuizzyEdtech Services Private Limited, a company registered under the Companies Act, 2013 and having its registered office at H No. 64, C/O Shyam Ch. Banerjee,Ananda Nagar,Ghola,Sodepur,Kolkata,West Bengal, India, 700111 (hereinafter the “**Company**”); and
2. Ms. Sneha Mukherjee aged 21 years and a citizen of Kolkata having PAN Number AR02477479 and presently residing at 14B,nilmoni mitra row,Kolkata-700002 (hereinafter the “**Intern**”).

(The Intern and the Company are collectively referred to as “**Parties**” and individually as “**Party**”.)

**WHEREAS**

1. The Company is engaged in the business of providing large scale content creation services to the edtech industry.
2. The Company is desirous of availing certain services pertaining to development of educational content (“**Project**”).
3. The Intern has represented that it has the necessary expertise, experience and infrastructure to render the desired services. Accordingly, the Intern is desirous of providing content developmentservices in accordance with the instructions and specifications provided by the Company to the Intern, more clearly set out in **Schedule I**(hereinafter referred as the “**Services**”).
4. Relying on the aforesaid representation of the Intern, the Company intends to engage the Intern for the purpose of providing the Services to the Company and the Intern has agreed to offer Services to the Company, on the terms and subject to the conditions set out in this Agreement.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION**
   1. In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:-

“**Commencement Date**” shall mean the [●];

“**Company Records**” shall mean and include any notes, memoranda, records, tape recordings, computer programs, photographs, plans, drawings or any other form of record relating to any matter within the scope of the business of the Company or concerning any of the dealings or affairs of the Company, which is shared with the Intern for the purpose of facilitating the Intern in providing the Services;

“**Confidential Information**” shall mean

* + 1. information relating to the businesses, finances, dealings, transactions and affairs of the Company;
    2. trade secrets (including, without limitation, price and cost information, business plans and programs, business opportunities, expansion plans, research and development projects, technical data, and details of and technical data relating to business ventures, licences, sale agreements and joint venture agreements, computer programs and all intellectual property rights whatsoever relating to the business of the Company or and which is for the time being confidential to the Company);
    3. the identity of potential business co-venturers of the Company;
    4. analyses made, or views taken, by the Company in respect of the businesses, finances, dealings, transactions and affairs of the Company, any business co-venturers or potential business co-venturers of the Company or any other third party; and
    5. information in respect of which the Company is bound by an obligation of confidentiality to a third party.

“**Consultancy Fee**” shall have the meaning ascribed to it in Clause 4.1;

“**Deliverables**” means the services and work product specified in the Schedule I to be delivered by Intern to Company, in the form and media specified in the Schedule I;

“**Intellectual Property Rights**” means all intellectual property rights of whatever nature throughout the world including all rights conferred under statute, common law or equity, whether existing now or at any time in the future, including rights in all copyright, patents, trade marks, business names, trade names, domain names, designs, confidential information, trade secrets and know-how.

“**Invoice**” shall have the meaning ascribed to it in Clause 4.1;

“**Law(s)**” mean all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directive of any governmental authority or Person acting under the authority of any governmental authority or of any statutory or regulatory authority in India, whether in effect on the date of this Agreement or thereafter.

“**Person**” shall mean and include an individual, corporation, trust, partnership, un-incorporated body or other entity;

“**Relevant Intellectual Property**” shall have the meaning ascribed to it in Clause 7.2;

“**Services**” shall have the meaning ascribed to the term in the Recitals of this Agreement, and as detailed in Schedule I;

“**Term**” shall have the meaning ascribed to it in Clause 3.1; and

“**Territory**” shall mean the territory of the Republic of India.

* 1. In this Agreement:-
     1. words and expressions defined in the Companies Act, 2013, shall, unless the context otherwise requires, have the same meanings when used in this Agreement;
     2. references to statutes or any provisions thereof shall be construed as references to such statutes or the provisions thereof as amended, extended, consolidated or replaced from time to time and to any orders, regulations, instruments or subordinate legislation made under the relevant statutes or the provisions thereof which have been so replaced (whether with or without amendment);
     3. the masculine gender shall include the feminine and neuter genders and vice versa and the singular number shall include the plural and vice versa;
     4. unless otherwise stated, references to Clauses and Schedules are references to Clauses and Schedules of this Agreement;
     5. headings to Clauses are for convenience only and shall not affect the construction or interpretation of this Agreement;
     6. the Schedules to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement; and
     7. the rule of construction, if any, that a document should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1. **NATURE AND SCOPE OF THE SERVICES**
   1. During the Term of this Agreement, the Intern shall, for the benefit of the Company, provide Services subject to the following terms and conditions:
      1. the Intern shall provide the Services as and when requested by the Company and in the manner set out in Schedule I;
      2. the Services shall be provided by the Intern in a professional, timely and efficient manner;
      3. the Intern shall provide the Services at such locations as may be required by the Company;
      4. the Intern shall ensure that the Services are provided in accordance with the specifications, designs and/or samples given by the Company and in case of any defect or loss caused due to poor workmanship, Intern shall rectify the same at their own costs. If the Service provided is not up to the required standard and quality of which the Company is sole judge, the Intern shall remake, repair or modify the said work without any additional remuneration/compensation or consideration or shall compensate the loss, if any, caused to the Company by negligence or otherwise.
      5. in case the Service provided by the Intern is not satisfactorily in accordance with the specifications or samples given/approved by the Company, the Intern shall be liable to change the same and in default whereof the Intern shall compensate the Company.
      6. the Intern’s point of contact in the Company shall be Subhendu Bhattacharjee (“**Company Representative**”) or any person authorised by Company Representative and shall keep them fully informed of all steps and actions taken by the Intern in the performance of his obligations under this Agreement;
      7. the Intern shall in the performance of Services under this Agreement, comply with and conform to the instructions or directions given by the Company Representative or any person assigned by him, from time to time; and
      8. the Intern agrees that it shall exercise reasonable due diligence and profession skill and care in performance of all his duties, covenants and obligations under this Agreement.
   2. The Services which the Intern shall provide hereunder shall not be exclusive, and the Intern may perform similar services for others subject to prior approval of the Company. The Company shall not unreasonably withhold its approval under this Section**.**
   3. The Intern agrees to maintain in full force and effect any licences and permits which it may be required by applicable Laws to have in order to carry out its obligations under this Agreement.
   4. The Intern shall provide the Services in compliance with all applicable Laws.
2. **COMMENCEMENT AND DURATION**
   1. This Agreement shall become effective from the Commencement Date and shall, subject to the provisions of Clause 9 of this Agreement, continue for a period of 3 (three) months (“**Term**”).
   2. In case the Company is desirous of extending the term of the Agreement, it shall give the Intern a written notice at least 15 (fifteen) Business Days prior to the expiry of the Term, as the case may be, of its intention to renew the Agreement for a further period of 1month. Subject to the Intern’s written acceptance of the extension of the term of the Agreement, this Agreement shall stand extended for the period agreed, on terms and conditions as may be mutually agreed upon between the Parties at such time.
3. **REMUNERATION**
   1. In consideration of the Services provided by the Intern to the Company under this Agreement, the Company has agreed to pay to the Intern, consultancy fees as per the rates and schedule set out in **Schedule II** of this Agreement (the “**Consultancy Fee**”). Once the Deliverable is approved by the Company, the Intern shall raise an invoice with respect to the Services provided by the Intern (as per the rates set out in the Schedule II), set out in the format attached hereto as **Schedule III** (the “**Invoice**”). The Intern hereby acknowledges that the Invoice raised by him shall be paid by the Company subject to the provisions of Clause 4.4 below.
   2. The Company hereby agrees to reimburse the Intern for all reasonable and actual costs incurred by the Intern, if any, such as travel expenses, boarding, etc., towards performance of his Services hereunder. In this regard, the Intern agrees that such expenses shall not be payable or reimbursed by the Company unless approved by the Company in advance, and vouchers evidencing the same are furnished by the Intern to the Company.
   3. All amounts payable by the Company under this Agreement shall be subject to such withholding tax or tax deduction at source or any other taxes, as may be required under applicable Laws.
   4. In the event of any dispute in relation to the amount to be paid under an Invoice or any other amount to be paid by the Company under this Agreement, the Intern hereby agrees and acknowledges that the Company shall pay the undisputed part of such amount. In the event the dispute relating to the disputed part of such amount is not resolved amicably between the Parties within a period of [fifteen days], the same shall be resolved in accordance with Clause 20.
4. **TIMING**
   1. Intern will prioritize performance of the Services as may be necessary or as identified in the Schedule I, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in Schedule I. Company agrees to review the Deliverables and to either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Company’s concerns, objections or corrections to Intern.
5. **CONFIDENTIAL INFORMATION**
   1. Recipient to keep information confidential

Where one Party to this Agreement (“**Discloser**”) discloses Confidential Information to the other Party (“**Recipient**”), the Recipient shall:

* + 1. use the Discloser’s Confidential Information solely for the purposes of performing its obligations under this Agreement; and
    2. keep all the Discloser’s Confidential Information confidential and not disclose it to any Third Party except:
       1. as otherwise permitted under this Agreement; and
       2. as provided for in Clause 6.2.
       3. if the information is in the public domain (other than as a result of a breach of this provision);
  1. Permitted disclosures

The Recipient may disclose the Discloser’s Confidential Information:

* + 1. with the prior written consent of the Discloser; and
    2. to the extent that the disclosure is required by applicable Law, provided that:
       1. the Recipient immediately notifies the Discloser of the particulars of the required disclosure; and
       2. the Recipient gives the Discloser all assistance reasonably required by the Discloser to enable the Discloser to take any steps available to it to prevent the disclosure or to ensure that such disclosure occurs subject to an obligation of confidence.
  1. Return of Confidential Information

The Recipient shall, immediately upon expiry or termination of this Agreement or on request by the Discloser, at the Discloser’s option:

* + 1. return;
    2. destroy; or
    3. in the case of machine-readable records, delete,

all the Discloser’s Confidential Information that is in the Recipient’s possession, custody or under its direct control. In case of (ii) or (iii) above, the Intern shall provide a certificate duly signed by its authorised representative in this regard.

* 1. Right to injunctive relief

The Recipient acknowledges that if it breaches its obligations under this Clause 6:

* + 1. monetary damages shall not be a sufficient remedy; and
    2. the Discloser will be entitled, without limiting any of its other rights or remedies, to injunctive or equitable relief to deal with the breach.

1. **INTELLECTUAL PROPERTY**
   1. The Intern shall forthwith communicate and assign to the Company all Intellectual Property which the Intern may create, make or originate, either solely or jointly with another, during the Term of this Agreement in connection with or in the course of rendering the Services.
   2. In the case of such Intellectual Property as is made or originated wholly or substantially in the course of performance of the Intern’s obligations under this Agreement and which affect or relate to the affairs of the Company, or are capable of being used or adopted for use in connection therewith, (the “Relevant Intellectual Property”), Clauses 7.3 to 7.5 shall apply.
   3. All Relevant Intellectual Property (or, in the case of Relevant Intellectual Property made or originated by the Intern jointly with another or others, to the full extent of the Intern's interest therein so far as the Law allows) shall be and become the exclusive property of the Company and shall not be disclosed to any other person, company or other undertaking without the prior written consent of the Company. Without prejudice to the foregoing, the Intern, by his execution of this Agreement, assigns to the Company all of his proprietary rights (if any) in respect of all Relevant Intellectual Property for the full terms thereof throughout the world.
   4. The Intern shall, if and when required by the Company (whether during or after the termination of this Agreement) and at the expense of the Company (or its nominees):-
      1. give and supply all such information, data and drawings as may be required to enable the Company (or its nominees) to exploit all Relevant Intellectual Property to the best advantage of the Company; and
      2. do, and combine with others in doing, all acts and sign and execute all applications and other documents (including powers of attorney in favour of nominees of the Company) necessary or incidental to obtaining, maintaining or extending patent or other forms of protection for such Relevant Intellectual Property in India and in any other part of the world or for transferring to or vesting in the Company or its nominees the Intern's entire right, title and interest to and in the Relevant Intellectual Property or to and in any application, patent or other form of protection or copyright (as the case may be), including the right to file applications in the name of the Company or its nominees for patent or other forms of protection or for registration of copyright in any country claiming priority from the date of filing of any application or other date from which priority may run in any other country**.**
   5. For the avoidance of doubt, the provisions of this Clause 7 shall remain in full force and effect notwithstanding that after the Intern has made or originated any Relevant Intellectual Property, the Agreement may have ceased or been terminated for any reason whatsoever.
2. **COMPANY RECORDS AND OTHER PROPERTY**
   1. The Intern shall, on the request of the Company at any time, and from time to time (and, in any event, on termination of this Agreement), immediately deliver up to the Company or its authorised representative all equipments, keys, passes, credit or charge cards, Confidential Information, Company Records and other documents, records, files, manuals, papers, computer disks, tapes or other software storage media and any other property of whatsoever nature which may be in his possession or control and relates in any way to the business and affairs of the Company and the Intern shall not, without consent of the Company, retain any copies thereof.
3. **TERMINATION AND RETURN OF PROPERTY ON TERMINATION**
   1. Either Party may terminate this Agreement by giving a written notice of not less than 3days.
   2. Notwithstanding the provisions of Clause 9.1, the Company shall be entitled to terminate this Agreement at its sole discretion by giving a written notice of three days if the Intern:
      1. in any material respect, neglects or fails to carry out or refuses to attend to, or commits any material breach or non-observance of, his duties or obligations under this Agreement or commits any act of gross misconduct or gross negligence in performance of his obligations under this Agreement; or
      2. is convicted of a criminal offence, or indicted of any criminal offence, which, in the reasonable opinion of the Company, may detrimentally affect the Company; or
      3. is rendered unable to perform his obligations under this Agreement for a consecutive period of 5 days; or
      4. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under Laws relating to mental health;
   3. In the event of termination pursuant to Clause 9.2, the Company shall not be obliged to make any payment to Intern save fortheamount actually accrued (on a pro rata basis) up to and including the date of such termination. The Company shall be entitled to deduct from such payment, any sums owing to the Company from the Intern, which deduction the Intern expressly hereby consent and authorise. Termination of the Agreement under this clause would be without prejudice to:
      1. The Company's right to claim the actual damages it has suffered through the breach by Intern of any terms and conditions hereto; and
      2. Any other relief to which the Company may be entitled under contract, law or equity.
   4. Upon the termination or cessation of this Agreement the Company for any cause whatsoever, Intern shall immediately deliver up to the Company or its authorised representative, any property or documents of the Company which may be in their possession, custody or under their control, including, without limitation, mobile phone, laptop, memoranda, correspondence, notes, records, reports, sketches, plans, letter heads, visiting cards or other documents and any copies or reproductions thereof in any medium whatsoever, and all other Confidential Information, whether or not the property was originally supplied to them by the Company.
   5. If so requested, Intern shall provide to the Company a signed statement confirming that he has fully complied with Clause 9.4.
   6. Without prejudice to any other right available under law, the Company reserves the right to make reasonable deductions from Intern’s full and final payment or any other amount due to them, in the event Intern fail to return all the property of the Company which is in their possession, or return it in a damaged state, other than due to normal wear and tear.
4. **NON-COMPETE AND NO SOLICITATION**
   1. The Intern hereby expressly agrees and undertakes that, during the Term of this Agreement and for a period of two weeks thereafter, the Intern shall not, directly or indirectly, on his own account or as an agent, employee, officer, director, Intern, or shareholder or equity owner of any other Person, engage or attempt to engage or assist any other Person to engage in the business or activities undertaken by the Company within the Territory or otherwise own, manage, operate, finance, control or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or be connected in any manner with or render services or advice to, any business whose products, services or activities compete in whole or in part with the products, services or activities of the Company anywhere within the Territory.
   2. The Intern hereby acknowledges and agrees that the provisions of this Clause 10 are reasonable and necessary to protect and preserve the legitimate business interests of the Company and that the Company would be irreparably damaged if the Intern were to breach the covenants contained in this Clause 10.
   3. The Intern hereby acknowledges and agrees that during the one month after the date of termination or expiry of this Agreement or cessation of its employment with Company as an Intern, it shall not solicit or entice or endeavour to solicit or to entice or assist any other person, whether by means of supply of names or expressing views on suitability, or by any other means whatsoever, to solicit or entice away from the Company any employee, director, client, dealer, vendor or business associate of the Company.
5. **RELATIONSHIP OF PARTIES**
   1. The relationship between the Company and the Intern under this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a relationship between the Parties in the nature of a joint venture, partnership, employer-employee, or agency. Neither Party has the authority under this Agreement to create any obligations for the other Party, or to bind the other Party to any representation or document.
   2. The Intern shall be solely responsible for obtaining any required insurance (at its own cost) and to bear and deposit all applicable tax and other governmental charges etc. payable with respect to the Services.
6. **INDEMNIFICATION**
   1. The Intern shall indemnify, defend and hold the Company harmless from and against any and all damages, claims, penalties, fines, costs paid or incurred by the Company as a result of, arising from, or in connection with, or relating to:-
      1. any breach by the Intern of any of its responsibilities/obligations or covenant under this Agreement; or
      2. any claim by a third party that any aspect of the Services infringes any of their rights, including Intellectual Property Rights; or
      3. any negligence, recklessness or wilful misconduct of the Intern or its personnel in the performance of the Services.
7. **NOTICES**
   1. All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be in writing in English language and are effective upon delivery to the applicable Party (whether by mail, fax, personal delivery or otherwise) at the address, and marked to the attention of the person, indicated below:
      1. If to the Company, at:

Address:

Fascimile no:

E-mail address:

Kind Attention:

Mobile no:

* + 1. If to the Intern, at:

Address:

Fascimile no:

E-mail address:

Kind Attention:

Mobile no:

1. **WARRANTIES AND REPRESENTATIONS**
   1. Intern represents, warrants and covenants to Company that:
      1. Intern will provide the Services identified in the Agreement in a professional and workman like manner and in accordance with all reasonable professional standards for such services,
      2. the Deliverables shall be the original work of Intern, and
      3. to the best of Intern’s knowledge, Deliverables provided by Intern does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties.
2. **NO ASSIGNMENT**
   1. Obligations of the Intern under this Agreement are personal in nature and shall not be assigned or transferred to any third party without the prior written consent of the Company.
3. **NON-WAIVER, AMENDMENT**
   1. No failure by the Company to exercise, nor any delay by the Company in exercising, any right, power or remedy hereunder shall operate as a waiver of that or any other right, power or remedy of the Company, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
   2. This Agreement may only be amended or supplemented by an instrument in writing duly executed by both the Parties.
4. **SEVERABILITY**
   * 1. Clauses Independent

A Clause contained in this Agreement is enforceable independently of each of the other Clauses and a Clause’s validity is not affected if any of the other Clauses are invalid.

* + 1. Partial Validity

If a Clause is void under applicable Laws but would be valid if some part of the Clause were deleted, the Clause in question shall apply with such modification as may be necessary to make it valid.

1. **ENTIRE AGREEEMENT**

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire Agreement between the Parties in respect of its subject matter.

1. **GOVERNING LAW**
   1. This Agreement shall be governed by and construed in accordance with the Laws of India and subject to Clause 20 below, the Parties hereby agree to submit to the exclusive jurisdiction of the courts in Kolkata.
2. **DISPUTE RESOLUTION**
   1. The Parties agree that they shall attempt to resolve through good faith consultation, any dispute or difference between any of the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
   2. In the event that the Parties have been unable to resolve a dispute within a period of 60 (sixty) days in accordance with the mechanism provided in Clause 20.1 above, such dispute shall be finally settled according to the procedures set forth in Clause 20.3 below.
   3. In the event of any dispute or difference between the Parties to this Agreement in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, such dispute or difference shall be referred to arbitration by sole arbitrator appointed mutually by the Parties.
   4. The seat and venue of the Arbitration shall be in Kolkata, India. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction.
   5. This Clause 20 constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or to claim at any such proceedings that it is not bound by this Clause 20.
   6. This Clause 20 is severable from the rest of this Agreement and shall remain in effect even if this Agreement fails to come into force or is cancelled or otherwise terminated for any reason.
3. **COUNTERPARTS**
   1. This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
4. **FORCE MAJEURE**
   1. Neither Party shall be responsible for any failure to comply with its respective obligations under this Agreement, where such failure or delay is due to events of Force Majeure (as defined below) provided that the affected Party notifies the non-affected Party within [48] hours of the commencement of the event of Force Majeure.
   2. **Force Majeure** events shall mean and shall include: acts of God such as fire, storm, flood, earthquake, explosion or accident; acts of the public enemy; acts of war or terrorism; rebellion; insurrection; sabotage; epidemic; quarantine restrictions; transportation embargoes or failures or delays in transportation; strikes; acts of anygovernment, whether national, municipal or otherwise, or any agency thereof; and acts of third parties which are beyond the reasonable control of such Party.

**IN WITNESS WHEREOF,** the Parties to this Agreement have caused their respective duly authorized representatives to execute this Agreement on the day and year first above written:

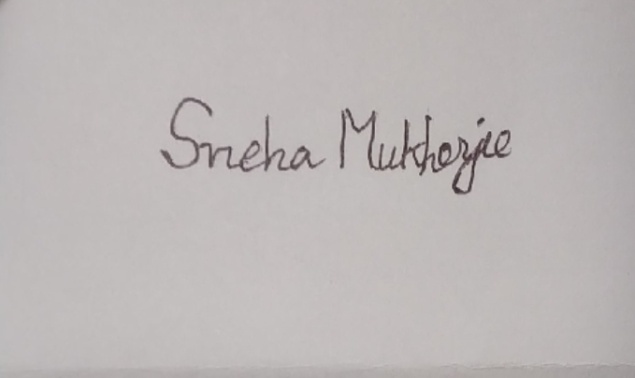
**SIGNED AND DELIVERED BY:**

**Signed for and on behalf of QuizzyEdtech Services Private LTD by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Hiran Banerjee, Managing Director, Quizzy Edtech Services Private Limited.**

**Signed for and on behalf of [Insert the name of Intern] by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[Insert the name of Intern]**