

INTERNSHIP AGREEMENT

W3 DEV PRIVATE LIMITED

This Internship Agreement ("Agreement") is made online and last updated on **17th August, 2020**

BETWEEN

Mr./Ms Akash Choudhary (the "Intern") S/o. **Mr.** SANJEEVKUMAR
an Indian Resident residing at :

_____, India. (the Party to the First Part)

AND

W3 DEV PRIVATE LIMITED (the "Company"), a Private Limited Company registered in India having its registered office at F-20, Jhankar Road, Qutub Vihar Phase 1, New Delhi - 110071, India. (the Party to the Second Part)

RATIONALE

A confidentiality agreement outlines the terms under which sensitive information will remain privileged and private. The parties to a confidentiality agreement may be a combination of individuals and businesses. One party may disclose confidential information to the other, or both parties to the confidentiality agreement may have exchanged information with each other.

Confidential information in the context of a confidentiality agreement is fairly broad. It encompasses things like business ideas or concepts to more detailed plans to develop something. Other forms of intellectual property benefit from stronger statutory protections, such as copyright and trademarks under the Copyright Act 1965 and the Trade Marks Act 1995. Confidential information, however, is more difficult to protect under these laws, which is why a confidentiality agreement can be extremely useful and effective as a means of safeguarding the sensitive nature of the information.

SERVICE CONDITION

REMUNERATION

Your monthly gross stipend will be mentioned in the welcome email (after you sign this document) from the company on your email address ending with **@w3dev.email**.

PERIOD OF PROBATION

Your Internship with the company is subject to a probationary period of up to 15 days, during which time you will be required to demonstrate to the company's satisfaction your suitability for the position in which you are interning. During the period of probation, the Company shall be in a discretionary power to remove or extend your probation period depending on your performance and occupational efficiencies for the position in which you are interning.

CONFIDENTIAL CLAUSE

The Candidate recognizes and acknowledges that the system, business materials, marketing strategies, operational planning, product/service pricing policies, client details, salary, revenues, user information, software knowledge and all system documentation relating thereto ("Proprietary Information") which Company owns, plans or develops, whether for its own use or for use by its clients or relating thereto are confidential and proprietary to the Company. The Candidate further recognizes and acknowledges that in order to enable the Company to perform services for its clients, such clients may furnish to the Company Confidential Information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to the Company depends upon, among other things, the Company and its employees (Candidate) keeping such services and information confidential (collectively, including Company systems and Company's client information, the "Confidential Information")

NON DISCLOSURE CLAUSE

The Party to the First Part agrees that, except as directed by the Company, the Candidate will not at any time, whether during or after his/her internship/employment with the Company, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Candidate or otherwise coming into the Candidate's possession or control without the prior written permission of the Company. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both the Parties.

The Party to the First Part agrees that, except as directed by the Company, the Party to the First Part will not at any time, whether during or after his/her employment with the Company, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Party to the First Part or otherwise coming into *the Party to the First Party's* possession or control without the prior written permission of the Board of Directors and Company.

NON-COMPETITION CLAUSE

The Party to the First Part agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the

Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, Candidate shall not, until the expiration of 36 months after the termination of the internship/employment relationship between the Company and the Candidate, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Company and its services. Any separate Agreement entered between the Candidate and the Company, elaborating this Clause, shall be construed as part of this Contract and shall be fully binding on both the Parties.

Your internship is also contingent upon your ability to work for the Company without restriction i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer. However subsequently if any non-compete obligations are discovered you shall be personally liable for the same.

The Party to the First Part agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, Party to the First Part shall not, until the expiration of 36 months after the termination of the employment relationship between the Company and the Party to the First Part, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Company and related projects of the Company.

TERMINATION OF INTERNSHIP

The Candidate shall serve a notice period of 15 days for/before separating from the Company's services.

The Company and the Candidate acknowledges and agrees that the serving of notice for leaving the service of the Company is the essence of the Contract and shall be strictly adhered to.

The Company shall have the right to terminate this Contract/Agreement at any time for lack of performance, for non-disciplinary behaviour or for any breach of this Agreement without any prior notice.

Upon your resignation or retirement from the company or termination of your services, you are required to return all assets and properties of the Company such as systems, business materials, documents, correspondence, machines, data, files, books etc.

If you are absent for a continuous period of 3 working days without obtaining management's approval, the company may construe this as an act of abandonment and will proceed to follow the process as defined under the policy concerned.

MISCELLANEOUS PROVISIONS

i. You have confirmed that you shall be exclusively working for the company and will not either directly or indirectly take up any employment, engage in any business, or engage in any service with any other

person or entity either on part-time basis or otherwise unless permitted by the director of the company over the email.

ii. You will strictly adhere to the guidelines, policies and/or code of conduct of the Company pertaining to working hours, leaves, dress code, office cultures and conducts and will work within the framework of the company policies as decided from time to time.

iii. If any information furnished by you in your application for internship or during the selection process, is found at any time during your internship to be incorrect or false, and /or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

iv. It is your responsibility to notify the Company of any changes in your personal information (like address, contact phone number, additional qualifications, marital status, change of nomination, passport details etc.) within 3 working days.

v. You will abide by the Employee Service Conditions as enumerated above. Any and all of the terms and conditions of service may be modified, altered or changed at any time by the Company at its discretion

INFORMATION PROTECTED

The validity of confidentiality agreements can come into question if the circumstances under which the confidential information is shared or disclosed are not actually confidential at all. The context in which the information is shared must be such that the parties would have understood the confidential nature of the information.

1. The Intern shall not during the course of Internship or at any time after its termination for any reason whatsoever disclose to any person or entity whatsoever or otherwise make use of any Confidential Information or Information which the Intern may have acquired during the course of Internship concerning the business or affairs of the Company or any of its affiliates, group companies, subsidiaries, etc., or any of its clients, suppliers or customers.

2. For the purpose of this Internship the term "Confidential Information" shall include but shall not limited to any information that is received by the Intern pertaining to the business activities and/or the affairs of the Company (or its Affiliates), however Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of receipt by the Intern; (ii) becomes publicly known and made generally available after the receipt of the same by the Intern through no action or inaction of the Intern; (iii) is obtained by the Intern from a third party without a breach of such third party's obligations of confidentiality; (iv) is required by law to be disclosed by the Intern, provided that the Consultant gives the Company prompt written notice of such requirement prior (insofar as practicable) to such disclosure so as to enable Company to seek, with the Intern's cooperation, to obtain an order protecting the information from public disclosure.

3. The Intern further agrees and covenants that he shall not commercially exploit the Confidential Information disclosed by the Company and/or use the Confidential Information disclosed by and/or

acquired by virtue of the Intern being in the Agreement of the Company for any purpose other than for the purpose of performing his/her obligations in terms hereof.

The Candidate recognizes and acknowledges that the business materials, marketing strategies, operational planning, product/service pricing policies, tender quotations, government liaisons, procurement details, client details user information and all process & system documentation relating thereto ("Proprietary Information") which Company owns, plans or develops, whether for its own use or for use by its clients or relating thereto are confidential and proprietary to the Company. The Candidate further recognizes and acknowledges that in order to enable the Company to perform services for its clients, such clients may furnish to the Company Confidential Information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to the Company depends upon, among other things, the Company and its employees (Candidate) keeping such services and information confidential (collectively, including Company systems and Company's client information, the "Confidential Information")

4. The Intern acknowledge that the Intern's breach of the provisions of this confidentiality obligations may cause irreparable harm to the Company, for which damages at law may not be an adequate remedy, and for which Company is entitled to seek injunctive and/or other equitable relief as well as monetary damages from a court of competent jurisdiction.

5. Intern agrees that during the Term of his Internship and for a period of 36 (thirty-six) months after the termination of the Internship for any reason (the "Non-Compete Period"), whether for its own account or for any third party, whether directly or indirectly as an independent contractor, director, general manager, Consultant, partner, agents, intern, employee of any Person which directly competes with the business of the Company, and/or any of their Affiliates and Clients except with the Company's prior written consent (which consent shall not be unreasonably withheld or delayed)

- A. Not to carry on or setup or be employed or engaged by or otherwise assist, participate or be interested in any capacity in any business which competes with or is similar to the business of the Company, and/or any of their Affiliates or clients;
- B. Not to hire, persuade or cause, or attempt to persuade any Consultant, agent, director, or other contractor of the Company (or its affiliates) to terminate its relationship with the Company or its Affiliate, or take any action that may result in the impairment of the relationship between such Consultant, agent, director or other person or entity of the Company

POSSESSION

The Party to the First Part agrees that upon request by company, and in any event upon termination of employment, Party to the First Part shall turn/hand over to the Company all documents, papers or other material in his/her possession or under his/her control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived

from the Party to the First Part's services to the Company whether or not such material is at the date hereof in Party to the First Part's possession. The Party to the First Part agrees that he/she shall have no proprietary interest in any work, application or product developed or used by the Party to the First Part and arising out of his/her employment by the Company. The Party to the First Part shall from time to time as may be requested by the Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

SAVING PROVISION

The Parties agree and stipulate that the agreements and covenants not to compete contained in the preceding Clause No. 5 are fair and reasonable in light of all of the facts and circumstances of the relationship between the Party to the First Part and the Company, however the Party to the First Part and the Company are aware that in certain circumstances courts have refused to enforce the certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding Clause the Company and the Party to the First Part agree that in the event a court should decline to enforce the provisions of the preceding Clause, that Clause shall be deemed to be modified to restrict Party to the First Part's competition with the Company to the maximum extent, in both time and geography, which the court shall find enforceable; However, in no event shall the provisions of the preceding Clause be deemed to be more restrictive to the Party to the First Part than those contained therein.

ENFORCEABLE

The provisions of this agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Party to the First Part against the Company whether predicted on this agreement or otherwise.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both the Parties hereto.

INJUNCTIVE RELIEF

The Party to the First Part acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to the Company or the clients of the Company, inadequately compensable in damages. Accordingly, the Company or, where appropriate a client of the Company may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Party to the First Part further acknowledges and agrees that in the event of the termination of employment, to engage in business activities which are of a different or non-competing nature with his/her activities as a Party to the First Part of the Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Party to the First Part from earning a

reasonable livelihood. The Party to the First Part further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

DEALINGS WITH COMPANY'S CLIENTS

If Party to the First Part's employment with the Company terminates for any reason, the Party to the First Part shall not, for an indefinite period of time, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of the Company or its subsidiaries or any person or firm which has contacted or been contacted by the Company as a potential customer or client of the Company; and the Party to the First Part shall keep in strictest confidence, both during the Party to the First Part's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Party to the First Part's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as Confidential Information including, without limitation, information relating to the software or application developed by the Company, information as to sources of, and arrangements for, software or hardware or other services supplied to customers or clients of the Company, submission and proposal procedures of the Company, customer or contact lists or any other Confidential Information.

RESOLUTION OF DISPUTE

In the event of any dispute or difference of any nature arising regarding the terms and conditions and interpretations of the above Clauses, the same shall be referred to the court of law within the jurisdiction of New Delhi, India.

SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

VERIFICATION OF OBLIGATION

I understand that in the course of my internship experience I may have access to and be involved in the processing of verbal, written, computer generated, computer accessed, filmed, and/or recorded information related to clients, employees, and staff or the organization or business.

I understand that I am required to maintain confidentiality of this direct or indirect information at all times, both during and after my internship experience.


I understand that I will not share, discuss, or reveal any of this information with anyone.

I understand that any breach of confidentiality may result in disciplinary action, including termination from the Internship Program (with the status of 'Failure' placed on my permanent transcript) and legal action.

I certify by my signature that I acknowledge being informed of the confidentiality policy concerning confidential information or its treatment.

I agree to adhere to and uphold the private and privileged information therein.

Intern Sign must match with any government approved ID card.

<p>Intern Full Name <u>Akash Choudhary</u> (Full Legal Name)</p> <p>Intern Signature <u>Akash</u> (Full Legal Signature)</p> <p><u>Akash Choudhary</u> Akash Choudhary (Aug 30, 2020 14:37 GMT+5.5)</p>	<p>Internship Program</p> <div></div> <p>Coordinator: Ashutosh Kumar</p> <p>Phone: +919958062144</p> <p>Contact: contact@w3dev.in</p> <p>Internship Coordinator</p> <p>_____ (Internship Coordinator)</p>
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akash@w3dev.email

Aug 30, 2020