

19-Feb-2021

Ashwin S
SSN College of Engineering
Anna University
Chennai

Dear **Ashwin**,

Subject – Internship

Velocix Solutions India LLP

Office address:
801-806, 8th Floor,
TICEL Bio Park - Phase 2,
No 5, CSIR Road,
Taramani,
Chennai 600 113
India.

We are pleased to offer you Internship in **Velocix Solutions India LLP, Chennai** on the following terms & conditions:

1. The date of commencement of internship assignment will be from **25th Feb 2021** to **24th Aug 2021**.
2. The details of the internship assignment to be carried out will be conveyed to you, from time to time. However, you will be required to be on assignment exclusively for **Velocix Solutions India LLP**. There is no employment contract between Velocix and the trainee.
3. You will devote your energy, knowledge and expertise for discharging assignments given to you.
4. We will be pleased to pay you a scholarship of **Rs. 25,000/- (Rupees Twenty-five thousand only)** every month.

5. Security of Information

5.1 You are required to comply with the principles of data protection legislation. In addition, no information held by Velocix concerning an employee may be divulged to a third party outside the Company without the express and prior approval of Charmaine Nicholas.

5.2 All information regarding Velocix, their affairs [and the affairs of the clients] is strictly confidential and may not be disclosed to a third party without the express and prior approval of Paul Cross, CFO.

5.3 Except in the proper performance of your activities you must not make use of, divulge or communicate to any person or persons any confidential or secret information relating to clients which you may receive or obtain whilst you are undertaking your internship with Velocix. This obligation will continue to apply after the termination of your internship.

5.4 You will if requested during your internship, and at the end of your internship, immediately return to Velocix all documents, computer media or other property belonging to the Company, including any copies or excerpts.

5.5 You hereby consent to Velocix holding and processing personal and any sensitive personal data relating to you for the purposes of employee-related administration, processing your file and management their businesses, for compliance with applicable procedures, laws and regulations and for providing data to external suppliers who administer benefits (solely for the purpose of providing with those benefits).

Registered address:
#204, 2nd Floor,
Aditya Trade Centre,
Ameerpet,
Hyderabad,
India.

Registration Number:
LLPIN: AAN-7832

APPENDIX A

INTELLECTUAL PROPERTY

1.1 The following definitions and rules of interpretation apply in this Appendix:

Company: means Velocix Solutions India LLP.

Employment Inventions: any Invention which is made wholly or partially by you or on your behalf at any time during the course of your employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form), and any related documents and materials including all preliminary drafts and early versions.

Employment IPRs: all Intellectual Property Rights (IPRs) created by you or on your behalf in the course of your employment with the Company (whether or not during working hours and/or using Company premises or resources), and any Intellectual Property Rights otherwise arising in the course of the Employee including without limitation all Intellectual Property Rights subsisting in Employment Inventions.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names, rights to use domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, howsoever created, compiled or stored and whether or not recorded in any material form.

1.2 You acknowledge that all Employment IPRs, Employment Inventions and all documents and materials embodying, recording and/ or relating to them shall automatically belong to the Company to the fullest extent permitted by law.

1.3 To the extent that any Employment IPRs do not vest in the Company automatically pursuant to *clause 1.2* then, to the fullest extent permitted by law, you:

(a) hereby assigns and agrees to assign by way of future assignment to the Company all such Employment IPRs and any related rights and powers; and

(b) hereby agrees to hold on trust for the benefit of the Company all such Employment IPRs until such time as they are assigned to the Company pursuant to *clause 1.3(a)* above.

1.4 You agree:

(a) to give the Company full written details of all Employment IPRs and Employment Inventions immediately upon their creation;

(b) at the Company's request and in any event on the termination of your employment to give to the Company all originals and copies of all documents and materials, howsoever created, compiled or stored, which embody, record or relate to any of the Employment IPRs or Employment Inventions;

(c) not to attempt to register any Employment IPR nor patent any Employment Invention anywhere in the world unless requested to do so in writing by the Company; and

(d) to keep confidential the details of all Employment IPRs including Employment Inventions unless the Company has consented in writing to their disclosure by you.

1.5 To the extent permitted under the applicable laws, you waive all present and future moral rights and all equivalent or similar rights that may arise under the applicable legislation and in any other jurisdictions relating to any copyright works which forms part of the Employment IPRs now or in the future, and you agree not to support, maintain or permit any claim for infringement of any such moral rights or any equivalent or similar rights.

1.6 You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to you in respect of your compliance with this clause. This clause is without prejudice to your rights under applicable legislation.

1.7 You undertake to use your best endeavours to execute all documents and do all acts both during and after your employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include future assignments of Employment IPRs and waivers of all and any statutory moral rights or any equivalent or similar rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse your reasonable expenses of complying with this clause 1.7.

1.8 You agree to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.

Candidate Signature:

Candidate Name:

Date:

APPENDIX B

VOLARIS GROUP - CODE OF CONDUCT

Volaris Group Inc. is committed to conducting business in a professional and ethical manner. This Code of Conduct (the "Code") will apply to all directors, officers and employees (collectively the "Representatives") of Volaris Group Inc. and each of its direct and indirect subsidiaries (collectively the "Company"). This Code will be periodically reviewed to capture changes in the law, reputational demands and changes in the Company's business and geographical reach.

1. General Purpose.

The purpose of this Code is to promote honest and ethical conduct. It is intended to be a general guide and not a comprehensive rulebook. This Code may reinforce or supplement various policies of the Company that are already in place or which may be adopted. This Code is intended to be observed in conjunction with such policies and procedures. In the event of any question or concern with respect to how this Code applies, Representatives should consult with their immediate supervisor or with the General Counsel or Chief Financial Officer of Volaris Group Inc.

2. Compliance with Law

2.1 General.

All business affairs of the Company must be conducted in compliance with all applicable laws, rules and regulations and in accordance with the highest standards of honesty, integrity and ethical behavior, in all the jurisdictions in which the Company does business. Representatives are expected to use good judgment and common sense in seeking to ensure compliance with applicable law, and to seek advice from his or her supervisor if uncertain as to the proper course of action. If a Representative becomes aware of the violation of any law, rule or regulation by the Company, whether by its officers, employees, directors, or any third-party doing business on behalf of the Company, he or she must promptly report the matter as set out in Section 6 of this Code.

2.2 Financial Reporting.

The Company's financial statements and all books and records on which they are based must be materially complete and accurate so that they reflect the state of the Company's business. This requirement applies regardless of whether such records would disclose disappointing results or a failure to meet anticipated profit levels. Any attempt to mask actual results by inaccurately reflecting costs or sales will not be tolerated. If a Representative has concerns or complaints regarding questionable accounting or auditing practices of the Company, including a failure to comply with internal controls of the Company or to cooperate with the Company's internal or independent auditors, he or she should report those concerns or complaints in accordance with Section 6 of this Code.

2.3 Insider Trading.

Representatives may acquire inside or non-public information about the Company or its affiliates, or about other companies with which there may be pending or proposed transactions. Securities law prohibits persons having material inside information from disclosing such information or from purchasing, selling or otherwise trading in the securities of such companies until after the information has been published to the general public. These laws prohibit selling securities while in possession of unfavorable inside information to avoid losses, and purchasing securities while possessing favorable inside information to obtain profits. Violation of these laws can result in civil penalties, criminal fines or imprisonment.

Prior to full public disclosure, Representatives must not discuss or make public important business developments involving the Company, any subsidiary or any other relevant entity, in even the most casual manner, with family, friends, outsiders or other employees who do not need to have such information. Giving a "tip" to someone else based on inside information is illegal. Both the discloser and the person given the "tip" may be subject to significant criminal and civil penalties if securities are traded based on a disclosure of inside information.

Representatives should review the Company's Disclosure, Confidentiality & Insider Trading Policy if in any doubt as to the applicability of the foregoing standards.

2.4 Protection of Personal Information.

Representatives are expected to act in compliance with applicable privacy laws, and should only acquire or retain personal information where it is required by law, requested by customers or required in connection with the operation of the Company's business. Access to any such personal information is to be restricted internally to those with a legitimate need to know and Representatives must not market, sell or otherwise disclose such personal information in any manner. Employee communications transmitted through or by the Company's computer systems are not considered to be private and may be monitored or restricted by authorized Company personnel.

2.5 Anti-Bribery and Anti-Corruption.

The Company takes a zero tolerance approach to bribery and corruption in all the jurisdictions in which the Company does business and is committed to implementing and enforcing effective systems to counter bribery and corruption. Bribery is offering, promising, providing or receiving something of value (such as cash, gifts or hospitality) as an inducement or reward in order to gain any commercial, contractual, or personal advantage.

Representatives (or someone on their behalf, or a family member thereof) must not:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- accept payment from a third party that you know or suspect is offered with the expectation that it will create a business advantage for them;
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided in return; or
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this Code.

The Company does not prohibit reasonable, proportionate and appropriate gifts or hospitality given to or received from third parties, provided it is in accordance with this Code. Bona fide hospitality and promotional or other business expenditure which seeks to improve the image of the Company, to present the Company's products and services, or to establish cordial relations, is recognized as an established and important part of doing business. However, the recipient of any gift and/or hospitality should not be given the impression that he/she is under an obligation to confer any business as a result of the hospitality itself, or that his/her independence will be affected by receiving any such hospitality.

Representatives must consider whether in all the circumstances the gift or hospitality is reasonable, proportionate and appropriate, including the following considerations:

- what the intention of the gift or hospitality is;
- whether there is any secrecy involved;
- the value of the gift/hospitality (the higher the value, the less likely it is to be appropriate); and
- how the gift or hospitality would reflect on the Company if the details were made public.

Circumstances that are usually acceptable include:

- occasional lunches and dinners with existing and prospective customers and suppliers;
- occasional attendance at sports, theatre and other cultural events; and
- gifts of nominal value or other small promotional items.

Circumstances which would usually not be appropriate include:

- gifts of cash or a cash equivalent;
- gifts in your name, not in the Company's name;
- secret gifts; and
- any gifts given to or received from suppliers, government officials or representatives to obtain or retain an improper advantage.

3. Conflicts of Interest.

Representatives must act in the best interests of the Company in all circumstances and are not permitted to engage in any activity that conflicts with the interests of the Company. A conflict of interest exists whenever a Representative's private interests interfere or appear to interfere with the Company's interests, and may arise whenever a Representative takes action or has an interest that prevents that person or appears to prevent that person from performing their duties for the Company openly, honestly, objectively, and effectively. Some common examples of conflicts of interest are:

- Having a financial interest in a company that competes with or does business with the Company;
- Holding a position as a director, officer, employee or consultant of an enterprise that competes with or does business with the Company;
- Acceptance by a Representative (or a family member thereof) of any gifts or hospitality other than in accordance with Section 2.5 of this Code;
- Taking personal advantage of an opportunity in which the Company has an interest;
- Diverting a business opportunity from the Company for personal benefit or using position within the Company to influence the Company to do business with or give preferential treatment to a friend or relative (or a company with which the friend or relative is associated in a significant role); and
- Using Company funds, facilities, personnel or other assets for personal benefit.

If a Representative, directly or indirectly, enters into an activity or obtains an interest (or if one already exists) that appears to contravene any of the above, that person must disclose the fact relating to the activity or interest in writing to the Company's Chief Financial Officer or General Counsel, and such Representative will be required to take whatever action is determined by the Company to be appropriate to cure any conflict which is found to exist.

3. Use of Company Property.

Representatives must use best efforts to protect the assets of the Company, including facilities, computer equipment, and any other physical property, from unauthorized use, loss, theft or misuse. All Company assets should be used for legitimate business purposes only and not for personal benefit. The use of any Company funds or assets for any unlawful or improper purpose is strictly prohibited. Claims for travel and entertainment expenses must be fair and relate only to Company business. Credit cards issued for travel and other Company business are not to be used for personal purposes.

5. Fair Competition.

The Company seeks to build lasting relationships with customers and business partners, and to outperform its competition, in a fair and honest manner. The Company's policy is to compete with fairness and integrity in all of the markets in which it participates. Representatives must deal fairly at all times with the Company's shareholders, customers, suppliers, competitors and employees. Representatives must not give gifts, gratuities, favours or benefits to any government officials or to any third parties if such items are beyond what could reasonably be considered ethical and within accepted business practices. Representatives must not take unfair advantage of others through manipulation, concealment, abuse of privileged information, misrepresentation or any other intentionally unfair dealing.

6. Reporting Violations of the Code.

Every Representative has an obligation to be familiar with the terms of this Code, and to ask questions, seek guidance and express any concerns with respect to its terms. Any person who has knowledge of a potential, suspected, or known violation of this Code has an obligation to report this information to his or her manager, or alternatively to the Chief Financial Officer or General Counsel of the Company. If requested, the Company will attempt to handle such concerns or complaints confidentially, subject to the requirements of applicable law. The Company will not permit retaliation of any kind by or on behalf of the Company or its directors, officers or employees against good faith reports of violations of this Code or any other illegal or unethical conduct.

6. Disciplinary Action.

The Company intends to enforce the provisions of this Code. Any violation of the Code, including a failure to report a violation, or retaliation against another employee who, in good faith, reports a violation, may lead to disciplinary action being taken, up to and including dismissal for cause. Although any Representative who discloses his or her own misconduct may be subject to disciplinary action, the Company may consider such voluntary self-disclosure as a mitigating factor.

ACKNOWLEDGEMENT OF VOLARIS GROUP CODE OF CONDUCT

BY SIGNING THIS ACKNOWLEDGEMENT, I THE UNDERSIGNED, STATE THAT I HAVE RECEIVED AND READ A COPY OF THE CODE OF CONDUCT FOR VOLARIS GROUP (THE "COMPANY").

I ALSO STATE THAT I UNDERSTAND THE COMPANY'S EXPECTATIONS, THAT I HAVE COMPLIED WITH THE CODE OF CONDUCT, AND AM NOT AWARE OF ANY VIOLATIONS OF THE CODE OF CONDUCT OTHER THAN THOSE LISTED BELOW OR WHICH I HAVE COMMUNICATED THROUGH THE WHISTLEBLOWER HOTLINE.

SPECIFICALLY WITH RESPECT TO THE CONFLICTS OF INTEREST AND ANTI-BRIBERY AND ANTI-CORRUPTION SECTIONS OF THE CODE OF CONDUCT, I AFFIRM THAT I HAVE NOT ENTERED INTO ANY TRANSACTIONS FOR THE BENEFIT OF MYSELF WITH VENDORS OR OTHER PARTIES THAT ARE INAPPROPRIATE OR RESTRICTED OR WHICH HAVE NOT BEEN PROPERLY DISCLOSED OR RECEIVED OR PROVIDED AN INDUCEMENT OR REWARD IN ORDER TO GAIN ANY COMMERCIAL, CONTRACTUAL, OR PERSONAL ADVANTAGE.

I FURTHER UNDERSTAND AND AGREE TO ABIDE BY THE CODE OF CONDUCT AND THAT ANY VIOLATION OF THE CODE OF CONDUCT MAY BE CAUSE FOR TERMINATION OF MY EMPLOYMENT WITH VOLARIS GROUP INC.

CODE OF CONDUCT VIOLATIONS OF WHICH I AM AWARE (NOT COMMUNICATED THROUGH THE WHISTLEBLOWER HOTLINE) ARE AS FOLLOWS:

Date

Signature

Location

Employee Name (Printed)