

3 July 2022

Harshal Kaigaonkar

Dear Harshal

Quinn Care Private Limited ("the Company") is pleased to offer you the position of **Software Development Engineer (intern)**. The internship is remote in nature, i.e candidate can work from their preferred location. Your internship shall commence on **6th July 2022** ('**Internship Period**') and end on **6th January 2023**. In the event you fail to join on or before **6th July 2022**, this agreement shall stand terminated automatically.

At the end of the Internship Period, depending upon your performance as an intern under this agreement, you may be eligible for interview by the Company for appropriate positions as intimated by the Company. Notwithstanding the foregoing, the Company is under no obligation to provide you an opportunity to attend interview process at Company or to absorb you into employment at the end of your Internship Period referred to herein and you hereby agree that you shall have no right to claim or demand employment with the Company.

During your internship with the Company, your stipend & other terms and conditions shall be in accordance with paragraphs A to D below subject always to Company's Policy then in force ('**Company Policy**').

This offer for the position of internship shall not be deemed under any circumstances as an offer of employment with the Company and you shall not be deemed as an employee of the Company during the period of internship.



Signature of candidate

Quinn Care Private Limited

The terms and conditions of your internship with the Company shall be as follows:

A. STIPEND AND OTHER BENEFITS

During your internship tenure, you will be entitled for a monthly stipend of **Rs. 45,000/-** per month, payable on a pro-rata basis.

B. MISCELLANEOUS

1. Taxation & Others:

Any amount payable by the Company to you towards your Stipend, or, any other payment shall be subject to any tax deductible at source and, or, any other taxes and/or any other amounts required to be deducted under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

2. Non-Disclosure Agreement:

You shall execute the Intern Non-Disclosure Agreement ('NDA'), enclosed and shall be bound by all the terms and conditions contained therein.

3. Other Conditions:

You shall not be permitted during the term of this agreement, to undertake any employment or engage in any external activities of a commercial nature without prior written approval of the Company. You shall be required to effectively carry out all responsibilities and obligations assigned during your internship by your manager and/or others authorized by the Company to assign such responsibilities. You shall be governed by the Company Policy and other laws that may be applicable in India from time to time.



Signature of candidate

Quinn Care Private Limited

C. TERMINATION

1. Breach or Misconduct:

Notwithstanding anything herein, the Company shall be entitled to terminate this agreement upon adopting due procedure and affording you the chance of showing cause and hearing, if you are found guilty, or to have engaged in: (i) any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; (ii) any other act or omission, inconsistent with your duties; or (iii) any breach of this agreement, the NDA or the Company Policy, or (iv) any criminal case or act prejudicial to the Company, or (v) if you are absent for a continuous period of five (5) days without any notice to the Company; (vi) if you undertake any employment or engage in any external activities of a commercial nature without prior written approval of the Company.

D. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this agreement shall not affect the binding effect of the rest of the agreement.

This agreement shall be concluded and effective on your delivering a signed copy of this letter agreement and the accompanying NDA to us, provided that your Stipend shall not begin to accrue until you commence internship with the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing on each page of the offer letter and NDA and returning a copy both the documents to the Company on or before your date of joining, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.



Signature of candidate

Quinn Care Private Limited

We are delighted about having you join Quinn as an intern. We hope you will have a rewarding and enriching experience with us and that we will benefit from your contribution.

Yours sincerely,
for **Quinn Care Private Limited**



Mohit Kinra,
Co-founder & CEO



Signature of candidate

Quinn Care Private Limited

INTERN NON-DISCLOSURE AGREEMENT (STANDARD)

1. **General.** As an intern of **Quinn Care Private Limited** ('QUINN'), a company incorporated in Gujarat, India, under the Companies Act, 2013, and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of QUINN.

2. **Recognition of Absolute Ownership.** That I do hereby recognise and admit that QUINN is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of QUINN, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place used by me in the course of my internship with QUINN.

I agree that I shall not in any manner whatsoever, represent and/ or claim that I have any interest by way of ownership, assignment or otherwise in the same.

3. **Non-Disclosure.** At all times, during my internship and thereafter, I will not disclose to anyone outside QUINN nor use for any purpose other than my work for QUINN a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of QUINN, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, b) any information QUINN has received from others which QUINN is obligated to treat as confidential or proprietary or c) any confidential or proprietary information which is circulated within QUINN via its internal electronic mail system or otherwise. I will also not disclose any confidential or proprietary information to anyone inside QUINN except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside QUINN, it may be disclosed, I will consult with my manager/ managing director at QUINN.



Signature of candidate

Quinn Care Private Limited

4. Assignment of Inventions. I hereby assign exclusively to QUINN all my right, title, and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein “Inventions”) that I, solely or jointly, may conceive, write, encode, develop, or reduce to practice during the period of time I am an intern of QUINN. I will make prompt and full disclosure to QUINN of any inventions, and if for any reason the assignment pursuant to this clause is not effective, I will hold all such inventions in trust for the sole benefit of QUINN. If I wish to use any copyrightable material as described in the previous sentence in connection with my thesis, I will request from QUINN a license for such use. QUINN may, in its sole discretion, grant me a royalty free license to use such copyrightable material in connection with my thesis, provided that all protection required by QUINN for the ideas and inventions in such copyrightable material has been obtained (which may include a requirement that such copyrightable material be put in the public domain and all patents related to such copyrightable material have been applied for).

I hereby waive and quitclaim to QUINN, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to QUINN.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) It was developed entirely on my own time; and
- b) No equipment, supplies, facility, services, or trade secret information of QUINN was used in its development; and
- c) It does not relate (i) directly to the business of QUINN or (ii) to the actual or demonstrably anticipated research or development of QUINN; and
- d) It does not result from any work performed by me for QUINN.



Signature of candidate

Quinn Care Private Limited

5. Excluded and Licensed Inventions. I have attached hereto, a list describing all Inventions belonging to me and made by me prior to my internship with QUINN that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my internship at QUINN, I use in or incorporate into a QUINN product, program, process, or machine, an Invention owned by me or which I have an interest, QUINN is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

6. Application for Copyright and Patents. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, QUINN is unable to secure my signature to apply for or to pursue any application for any United States, Indian or foreign patent or copyright covering Inventions assigned to QUINN as stated above, I hereby irrevocably designate and appoint QUINN and its duly authorised officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S., Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at QUINN's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my internship.

7. Third Party Information. I recognise that QUINN has received and will receive confidential or proprietary information from third parties subject to a duty on QUINN's part, to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my internship and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work for QUINN and consistent with QUINN's agreement with such third party. I will not use such information for the benefit of anyone other than QUINN or such third party, or in any manner inconsistent with any agreement between QUINN and such third party of which I am made aware.



Signature of candidate

Quinn Care Private Limited

8. Prior Employer Information. During my internship at QUINN, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers, or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of QUINN, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

9. Presumption of Breach. In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of QUINN, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this Agreement by me.

10. Term of Internship. I acknowledge that my internship will be of a definite duration as specified in the offer letter, or as otherwise indicated to me. Either QUINN or I will be free to terminate this internship relationship at any time during the above-mentioned period, with or without cause and in accordance with the Agreement signed by me with QUINN. I also acknowledge that any representations to the contrary are unauthorised and void, unless contained in a separate agreement signed by an officer of QUINN.

11. Return of Materials. At the time I end my internship with QUINN, I will return to QUINN all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to QUINN.



Signature of candidate

Quinn Care Private Limited

12. Non-Competition. For a period of six months after termination of my internship, I will not accept employment or engage in activities directly or indirectly competitive with the products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned, proprietary or confidential or trade secret information while interning at QUINN.

13. Non-Solicitation. While an intern at QUINN and for a period of one year from the termination of my internship, I will not induce or attempt to influence directly or indirectly, any employee or intern of QUINN to terminate his employment or internship with QUINN or to work for me or any other person or entity.

14. Personal Property. I agree that QUINN will not be responsible for loss, disappearance, or damage to personal property on QUINN premises, or if applicable. I hereby release, discharge, and hold QUINN harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

15. Equitable Relief. I acknowledge that any violation by me under this Agreement, and/or any obligation of like nature, will cause irreparable injury to QUINN, and QUINN shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

16. Attorneys' Fees. If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

17. Entire Agreement. I agree that this Agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this Agreement shall be the courts of India. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford QUINN the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.



Signature of candidate

Quinn Care Private Limited

This Agreement sets forth the entire Agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my internship.

18. **Effective Date.** I agree that the terms and grants contained in this Agreement shall apply from the first day that I effectively join or joined QUINN, or as per the start date indicated in my offer letter, whichever is earlier.

19. **Termination.** I acknowledge that in case QUINN is not satisfied with my performance over my employment tenure, they have the right to terminate my internship with a notice period of 14 days, and for that period, I'll be compensated fully.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this _____ day of _____, 2022.

Inventions listed on attached: _____ Yes _____ No. (Tick whichever applicable)

(Signature) _____

Harshal Kaigaonkar

Witness



Signature of candidate

Quinn Care Private Limited

The following documents/information are required by us on the date of joining.

- Signed Offer Letter
- Signed NDA-signed on each page
- Emergency Contact Details
 - Emergency contact name, relationship, address, work and home phone
 - Marital Status
 - Date of Birth
 - Current Address and home phone number



Signature of candidate

Quinn Care Private Limited
