To,

Tanishk Gupta Date: 20.07.2016

**Subject**: **Internship Offer**

1. **Internship**

On behalf of TaxiVaxi ,I am pleased to extend to you this offer of temporary employment as an Intern, reporting to Neeraj Tayal. If you accept this offer, you will begin your internship with the Company on 21.07.2016. The location of the internship will be New Delhi.

1. **Stipend**

You will be paid a lump sum amount of INR 10000 per month after necessary tax deductions like TDS etc. which will be credited to your bank account by (……) of every month. As an intern, you will not receive any of the employee benefits that regular Company employees receive, including, but not limited to: health insurance, vacations or sick pay etc.. Sundays will be off days.

1. **Term**

Your internship is expected to end on 21.10.2016.However, the Company reserves the right to terminate the internship prior to 21.10.2016 in its own discretion and no Stipend will be paid to you for the remaining/leftover period in such an event.

The Company may in mutual discussions with you, extend the Term for a period as may be mutually agreed between you and the Company.

1. **Confidential Information**
   1. You agree that the Confidential Information is the property of the Company and that the misappropriation or unauthorized disclosure of the Confidential Information would constitute a breach of trust and could cause irreparable injury to the Company. Accordingly, you hereby agree that, during the term of your internship and for a period of (**2**) years thereafter, you shall:
2. Not disclose to others or use, whether directly or indirectly, any Confidential Information. You acknowledge that such Confidential Information is specialized, unique in nature and of great value to the Company, and that such information gives Company a competitive advantage;
3. Hold Confidential Information in strict confidence and shall use Confidential Information strictly for the purpose of effective discharge of your duties and responsibilities;
4. Not, except as specifically provided for in this letter, make use of the Confidential Information for your own benefit or the benefit of any third party. Further, you shall not, directly or indirectly, divulge, furnish or make accessible to any other person, entity, business, firm or corporation, or use in any way (other than in the ordinary course or for the benefit of the business of the Company) any Confidential Information at any point in time;
5. Promptly notify the Company if you become aware of any misappropriation or misuse of the Confidential Information by any third party or any other employee of the Company or by any other person connected with you;
6. Maintain the confidentiality of third party confidential information which you may be exposed to during the term of your internship. You will only use it as authorized and necessary and consistent with the Company's arrangement with these third parties.
7. Not participate in any businesses that directly compete with the Company in markets that Company operates in or has an immediate plan of entry into at the time of the expiry of your internship.
   1. You acknowledge and agree that the restrictions under this Clause [4] are reasonable and required for the legitimate protection of the business and goodwill of the Company, but in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause [4] valid and effective. Notwithstanding, the limitation of this provision by any law for the time being in force, you shall undertake to, at all times observe and be bound by the spirit of this Clause [4].
   2. Provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which the restrictions contained in this Clause [4] were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.
   3. You acknowledge and agree that the Stipend and other benefits granted by the Company forms adequate consideration for the obligations under this Clause [4].

For the purposes of this letter, the following terms will have the meaning assigned to them herein:

“**Confidential Information**” shall mean information about the Company, its subsidiaries and affiliates, and their respective clients and customers that is not available to the general public and that was learned by you in the course and/or by virtue of your internship. For purposes of clarity only, and without limiting the generality of the foregoing, Confidential Information shall include the following property or information of the Company and/or its Affiliates: intellectual property rights of the Company, trade secrets, business plans and techniques, financing plans, organization structure, acquisition opportunities, healthcare expertise including diagnostic techniques, products, processes, formulas, databases, computer programs, source codes, schematics, program documentation, customer lists, designs, drawings, know-how, improvements, inventions, plans or strategies for marketing, pricing of products/services, developmental or experimental work, financial statements, internal budgets, employee telephone and address lists, profit margins, all information concerning existing or potential clients, investors, suppliers or vendors and all other original works of authorship of the Company and/or its Affiliates. In addition to the above but without limiting its generality, Confidential Information shall also include information which is disclosed by the Company in writing or in any other manner and marked/identified as confidential (or with other similar designation) at the time of disclosure.

“**Affiliate**" means, in relation to the Company, any company or other person which, directly or indirectly, controls, is controlled by or is under common control with the Company; the term "control" means ownership of more than fifty percent (50%) of the voting share capital or other voting rights of a company or such other person, the power to appoint or elect a majority of the board of directors of a company, or the ability to direct the management and policies of a company or other person, whether through the articles of association of the company or through an agreement or otherwise.

1. **Ownership of Rights; Proprietary Information**
   1. The Company shall own all right, title and interest (including patent rights, copyrights, tradesecret rights, mask work rights, trademark rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by youin the duration of your internship (collectively, “**Inventions**”) and you will promptly disclose and provide all Inventions to the Company. In addition, you hereby agree to make all assignments necessary to accomplish the foregoing ownership. You shall further assist the Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. You hereby irrevocably designates and appoints Company as its agent and attorney-in-fact to act for and in your behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by you.
   2. You agree that the Company is the sole, absolute owner of all Inventions and hereby grants to the Company, exclusively and perpetually, all rights of every kind or nature, throughout the universe, whether now known or hereafter devised, in any and all languages, in and to such Inventions, all ancillary rights therein and all of the results and proceeds of the services rendered by you hereunder. To the extent, if any, that any Inventions intended to be assigned to the Company pursuant to this Section [5] are at any time determined in any jurisdiction not to belong to the Company, then you hereby grants an exclusive, royalty-free license to the Company (transferable by Company without limitation) to exploit such Inventions and all rights therein in such jurisdiction. Such exclusive license shall continue in effect for the maximum term as may now or hereafter be permissible under applicable law. Upon expiration, such license, without further consent or action on your part, shall automatically be renewed for the maximum term as is then permissible under applicable law, unless, within the six-month period prior to such expiration, you and the Company have agreed that such license will not be renewed.
   3. You hereby, upon your own volition, waives your moral rights in relation to any Invention as contemplated under this Clause [5] and acknowledges that the Company shall have no obligation of naming you as the author of such or any other Intellectual Property.
2. **Governing Law and Jurisdiction**

This letter shall be governed by and construed in accordance with the laws of India, the courts at New Delhi shall have exclusive jurisdiction in respect of any matter under this letter.

1. You acknowledge and agree that you have carefully read this letter and that you understand the terms, consequences and binding effect of this letter.
2. You understand that participation in the internship program is not an offer of employment, and successful completion of the internship does not entitle you to employment with the Company.
3. By accepting this offer, you agree that throughout your internship, you will observe all policies and practices governing the conduct of our business and employees. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. It may be changed only by a subsequent written agreement. I hope that your association with the Company will be successful and rewarding. Please indicate your acceptance of this offer by signing below and returning it to your placement committee. If you have any questions, please do not hesitate to contact me.

Very truly yours,

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Name: Neeraj Tayal

Title: CEO

I accept internship with the Company on the terms and conditions set out in this letter.

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Name: Tanishk Gupta Signature

Date : 22.07.2016