



**Ms Ann Mary Philip**

**1. Terms**

The term of this Agreement shall begin on 19<sup>th</sup> April 2021 and continue till 18<sup>th</sup> June 2021, unless terminated earlier as set forth in this Agreement.

**2. Services**

You will be expected to work with our team of content editors in assisting them in editing, formatting and managing content on the tourhq.com website.

**3. Title**

You will have the title of "Website Content Intern", which can be used in all dealings with the public.

**4. Working days and timing**

You would be expected to work 5 days a week for 8.5 hours a day.

**5. Confidentiality and Intellectual Property**

You hereby acknowledge that you have read and agreed to be bound by the terms and conditions of the Company's confidentiality and proprietary information agreement attached hereto as Schedule "A" and which forms an integral part of this Agreement.

**6. Stipend**

You will receive a stipend of Rs 5,000 (Five Thousand Only) per month for this internship. Therefore, the total amount due under this two-month contract will be Rs 10,000.

For tourHQ Travels LLP

A handwritten signature in black ink, appearing to read "Vandana Om Kumar", with a long horizontal flourish extending to the right.

Vandana Om Kumar  
Schedule "A"

**CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT**

In consideration of your engagement as Website Content Intern at tourHQ Travels LLP (the "**Company**") the undersigned (the "**Employee**") agrees and covenants as follows:

1. Employment with the Company ("**Engagement**") will give you access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software, and knowhow. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the board of directors of the Company from time to time.
3. You may, in the course of your Engagement with the Company conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation, records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "**Proprietary Property**"). The Company shall exclusively own, all Proprietary Property which you conceive, develop or contribute to in the course of your Engagement with the Company and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. Material or information conceived, developed or contributed to you outside work hours for the Company or through the use of the Company's property and or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. You shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. You shall, both during and after your Engagement with the Company, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. You may, however, use or disclose Confidential Information which:
  - (i) Is or becomes public other than through a breach of this Agreement;
  - (ii) Is known to you prior to the date of this Agreement and with respect to which you do not have any obligation of confidentiality; or
  - (iii) Is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that you inform

the Company of such requirement in sufficient time to allow the Company to avoid such disclosure.

You shall return or destroy, as directed by the Company, Confidential Information, Proprietary Property and any other Company property to the Company upon request by the Company at any time. You shall certify, by way of affidavit or statutory declaration that all such Confidential Information, Proprietary Property or Company property has been returned or destroyed, as applicable.

5. You covenant and agree not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of your Engagement with the Company.
6. At the reasonable request and at the sole expense of the Company, you shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property, the Company property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
7. You hereby irrevocably and unconditionally waive all moral rights you may now or in the future have in any Proprietary Property.
8. You agree that you will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably require to protect confidential information or proprietary property.
9. Regardless of any changes in position, fees or otherwise, including, without limitation, termination of your Engagement with the Company, unless otherwise stipulated pursuant to the terms hereof, you will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. You acknowledge that your services to the Company are unique. You further agree that irreparable harm will be suffered by the Company in the event of your breach or threatened breach of any obligations under

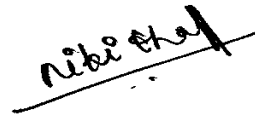
this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, to a temporary or permanent injunction restraining you from engaging in or continuing any such breach hereof. Any claims asserted by you against the Company shall not constitute a defence in any injunction action, application or motion brought against yourself by the Company.

11. This Agreement is governed by the laws of India and the parties agree to the non-exclusive jurisdiction of the courts of India in relation to this Agreement.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

**Acknowledged by**

**WITNESS**



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**Ms Ann Mary Philip**

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Name: **Ms Nikhita Damiyan**