

ABYETI TECHNOLOGIES

Date: Nov 20, 2017

Mr. Utkarsh Mathur,

I -104 Parsvnath Gardenia
E-8B, Sector 61 Noida - 201301

CONFIDENTIAL

Dear Utkarsh,

With reference to our discussion, we are pleased to make an offer to you as "Intern-Software Engineer" with Abyeti Technologies. The terms and conditions of the offer are set out herein.

Tenure:

The tenure of the internship is approximately 6 months Starting from 2-Jan-2018 to 1-Jul-2018. Post which conversion to permanent employment is subject to the discretion of the management which will largely be based on your performance.

Assignments

You will be directed by the team lead regarding your contribution from time to time.

Work Timings and Working Hours

You will be executing the company's assignments from our office in Bangalore. You will work 5 days/week (Mon-Fri) where in daily contribution shouldn't be less than 8 hours. The office timings will be 10 a.m. to 6 p.m.

Allowances

For the said role you will be paid a stipend of Rs. 18,000. On conversion to full time employment your pay will be revised as per the company standards based on your performance during the internship period.



Confidentiality, Non-Competition, AND Non-Solicitation Agreement:

1. **Confidentiality:** You agree that during the tenure, you shall work honestly, faithfully, diligently and efficiently. You will not during the contract period with the Company or at any time thereafter, divulge or make known any information in any way whatsoever relating to the Company or its business or of its customer and/or any other information, secret processes of data and material, which may come to your knowledge during your service period. You will always maintain strict secrecy regarding any technical information or any other information gained or acquired or imparted to you during your employment.
2. **Non-Competition:** You covenant and agree that, during the term with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, anywhere in the Territory, on behalf of any Competitive Business perform the same activities.
3. **Non-Solicitation:** You also covenant and agree that during the contract term with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom you had Material Contact during the service period with the Company. You also agree that you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.



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4. **Return of Confidential Information and Company Property:** You agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination of your contract for any reason. To the extent you maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three days, You also agree to return all property in your possession at the time of the termination of the employment with the Company, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the Business of the Company and its Customers, Customer Prospects, and/or Vendors, and any copies, in whole or in part, if prepared by you, all of which shall remain the sole and exclusive property of the Company.

5. **Proprietary Rights:** Proprietary Rights shall be promptly and fully disclosed by you to the Company's General Counsel and shall be the exclusive property of the Company as against you and your successors, heirs, devisees, legatees and assigns. You hereby assign to the Company your entire right, title, and interest therein and shall promptly deliver to the Company all papers, drawings, models, data, and other material relating to any of the foregoing Proprietary Rights conceived, made, developed, created or reduced to practice by you as aforesaid. All copyrightable Proprietary Rights shall be considered "works made for hire." You shall, upon the Company's request and at its expense, execute any documents necessary or advisable in the opinion of the Company's counsel to assign, and confirm the Company's title in the foregoing Proprietary Rights and to direct issuance of patents or copyrights to the Company with respect to such Proprietary Rights as are the Company's exclusive property as against you and your successors, heirs, devisees, legatees and assigns under this Section 2.g. or to vest in the Company title to such Proprietary Rights as against you and your successors, heirs, devisees, legatees and assigns, the expense of securing any such patent or copyright, however, to be borne by the Company. You shall also sign the Customer Confidentiality Agreement in the formats of the Company if any.



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Conflict of Interest

During the tenure of this activity with the Company. You shall not engage in any other trade or business, that relates to directly or indirectly with the work you do in the Company.

Validity

This letter of offer shall be valid until Nov 21, 2017 and you must accept it on or before the stipulated date. If we do not hear anything from you till the stipulated date, it will be considered that you have declined the offer. The Company reserves the right to withdraw the offer made to you, before your acceptance, without providing any reasons to you. Further, the Company also reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company.

General You shall abide by the above terms and conditions based on the Company's present policies, procedures and other rules and regulations, which are subject to amendments from time to time.

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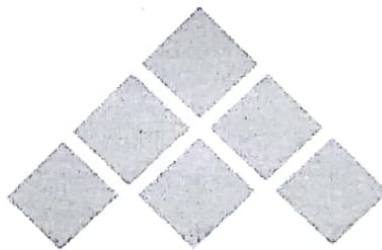
Termination

You can terminate the agreement by giving 2 months written notice. Notwithstanding anything herein contained the company reserves the right to withhold, terminate the agreement at any time during the tenure with or without the said notice period.

Please sign the duplicate copy of the letter and return it to confirm acceptance of this offer.

Thanking you,
Yours Sincerely,

Vinod Colaco
Abyeti Technologies



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I accept all the terms and conditions of contract in this offer letter.

Utkarsh Mathur

Date: