

PARTNER LEARNING CENTER AGREEMENT

This Partner Learning Center Agreement ("**Agreement**") is effective from November 1st, 2016 ("**Effective Date**") and has been entered into between **Amazon Seller Services Private Limited**, a private limited company having its registered office at 8th Floor, Brigade Gateway, 26/1, Dr. Raj Kumar Road, Bangalore, India that issues Training Order(s) under this Agreement (hereinafter referred to as, "**Amazon**") and **Indian Institute of eCommerce Foundation**, a company registered under Section 8 of Companies Act, 2013 having its office at 22nd floor, World Trade Center, Brigade Gateway, Bangalore, Karnataka- 560055 ("**Partner**").

Amazon and the Partner are hereinafter individually referred to as a "**Party**" and collectively referred to as "**Parties**".

WHEREAS

- A. Amazon is in the business of operating an online marketplace, www.amazon.in ("**Website**") to facilitate the sale and purchase of goods, items, products, etc. between various sellers and interested buyers in India;
- B. Partner is in the business of offering training for all the modules of e-commerce courses through an offline partner network and an e-learning platform; and
- C. Amazon and the Partner agree to enter into a mutually beneficial arrangement with each other in terms of which Amazon will collaborate to certify certain individuals nominated by the Partner as Amazon Trained Ecommerce Specialist ("**ATES**") under Amazon's ATES program ("**Program**"); and such certified ATES will: (a) impart training to the Participants (defined hereinafter) in accordance with this Agreement and the Training Order (the agreed form of which is enclosed as Annexure A) to help the Participants get certified as ATES under the Program (such services are hereinafter referred to as the "**Training Services**"); and (b) provide certain other services including but not limited to product listings, account management, etc., to sellers who are either registered with Amazon or intent to be registered with Amazon.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. TRAINING SERVICES

- 1.1 Both Parties hereby agree and acknowledge that they shall collaborate to impart Training Services in Partner's designated facilities to individuals who intend to be certified as ATES (hereinafter referred to as "**Participants**") for their certification as ATES under the

Program, in accordance with the terms and conditions outlined in the Training Order (annexed hereto as Annexure A).

- 1.2 The Parties hereby agree that for the Training Services, the Partner may receive a fee from the Participants ("Fee") as may be mutually agreed between the Parties in writing under the Training Order.
- 1.3 For and in relation to provision of Training Services to the Participants, Amazon may agree to provide: (a) training material/content including but not limited to concepts, course materials/syllabus, training structure, inventions, proprietary tools, information, drawings, designs, programs, or software (collectively "**Training Material**"); (b) branding and marketing support in accordance with Sections 5 and 6 of this Agreement and/or the Training Order issued under this Agreement; and (c) "Train the Trainer" support as outlined in the Training Order (collectively "**Amazon Support**"). In case the Partner intends to use any content or material for the purpose of the Training Services, which does not form part of the Training Material as provided by Amazon, the Partner will be required to get the same approved by Amazon in writing.
- 1.4 The Parties expressly agree that nothing contained herein shall restrict either Party to enter into an arrangement the subject matter of which is identical to that of this Agreement and/ or any Training Order under this Agreement, with any third party at any time during or after the Term.
- 1.5 This Agreement governs each Training Order, except that any conflict between the terms of this Agreement and a Training Order will be resolved in favor of the Training Order, if the Training Order explicitly states that it is intended to modify the conflicting terms of this Agreement.
- 1.6 This Agreement does not obligate Amazon to collaborate with Partner to perform any Training Services, or Partner to perform any Training Services, until both the Parties sign a Training Order.
- 1.7 The Partner will, at no cost to Amazon, provide a report to Amazon containing details related to the Participants (e.g. number of participants trained, their personal details, course details, number of trainings conducted etc.) collected by Partner's systems in a format requested by Amazon for every batch of Participants trained by the Partner within a period of 2 (two) days from the completion of the training of the Participants by the Partner. The report generated from the Partner's systems must be validated by the Partner before such report is provided to Amazon. If for any reason the Partner is unable to provide this report within the stipulated time period to Amazon, then the Partner agrees to provide a consolidated weekly report to Amazon in the format requested by Amazon.

2. TERM AND TERMINATION

- 2.1 This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Agreement, continues for a period of 10 (ten) years; provided however, at Amazon's sole discretion the terms of this Agreement may survive and apply to any Training Orders outstanding as of the effective date of termination. Upon expiration of such period, this Agreement shall stand terminated unless Amazon in its sole discretion renews this Agreement up to a further period of 10 (ten) years (each period collectively referred to as the "**Term**").
- 2.2 Either party may terminate this Agreement or any Training Order or any portion thereof, without cause and/or without the occurrence of a default, by giving at least 60 (sixty) days prior written notice to the other Party. Amazon reserves the right to terminate this Agreement or any applicable Training Order or any portion of the Training Services not then performed immediately upon written notice for Partner's breach of any of the terms of this Agreement or the Training Order.
- 2.3 Upon termination of this Agreement, howsoever caused, in addition to the other consequences stated elsewhere in this Agreement, (a) the Partner shall be liable to perform and execute its obligations under any Training Orders already issued by Amazon, unless otherwise requested by Amazon specifically; and (b) the Partner shall return the Training Material promptly to Amazon and shall cease using the same with immediate effect.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Partner hereby represents and warrants that:
- (a) it will perform the Training Services only using the Training Material and in compliance with the training schedule provided by Amazon from time to time;
 - (b) it will perform the Training Services in a competent and workman like manner and observe the same level of professional care as is observed by highly skilled professionals and in accordance with instructions received from Amazon from time to time;
 - (c) the Training Services provided by or on behalf of the Partner under a Training Order will not violate or infringe any third party's patents, trade secrets, trademarks, copyrights or other intellectual property/proprietary rights;
 - (d) it has adequate Personnel (as defined hereinafter) who meet the eligibility criteria laid down by Amazon to perform the Training Services and fulfill the obligations

captured under the Training Orders in a timely manner and that the Partner as a prudent employer has sufficiently ascertained that the Personnel's credentials (including background investigation or references), are suitable to perform the Training Services under this Agreement;

- (e) it has adequate resources and infrastructure for performing the Training Services in accordance with the Training Order;
- (f) it and its Personnel are in compliance and will comply, at Partner's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Partner's performance of the Training Services ("**Laws**"), and will hold and fully comply with all required licenses, permits and approvals as may be required under Laws;
- (g) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, Laws, rule, regulation, proceedings or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement;
- (h) that the Personnel are its own employees and shall not be construed as employees of Amazon at any time during the term of this Agreement; and
- (i) there are no outstanding allegations by third parties of infringement of any rights relating to the Pre-Existing Work (as defined hereinafter) that are not fully and finally resolved and that it shall be obligated to intimate Amazon within 24 (twenty four) hours in case of any actual or prospective claim of infringement of any third party's intellectual property by Amazon's use of the Pre-Existing Work.

4. DEFENSE AND INDEMNITY

- 4.1 The Partner hereby releases and will defend, hold harmless, and indemnify Amazon, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns ("**Amazon Indemnified Parties**"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to claims and / or expenses, reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "**Claims**"), arising from any act or omission by the Partner and/or its Personnel, including without limitation to any breach or default by the Partner or its Personnel under this Agreement or the Training Order, or allegation or claim of negligence, strict liability or misconduct.

5. AMAZON TRADEMARK USAGE; LICENSE

5.1 Subject to the terms and conditions of this Agreement and conditioned upon the Partner's compliance with the Trademark Usage Guidelines attached hereto as Annexure B, Amazon grants the Partner a non-exclusive, non-transferable, non-assignable, revocable right and license until the end of Term to use the Amazon Logo (an image of which is set forth in Annexure B) (the "**Amazon Mark**") as described in the Trademark Usage Guidelines attached herein as Annexure B ("**Trademark Guidelines**") for undertaking its obligations hereunder and solely on or in the following manner:

(a) The Partner will have the right to use the Amazon Mark in connection with the Promotional Material. The Partner may not use the Amazon Marks except as expressly provided herein, and may not sublicense these rights or otherwise permit any party to use the Amazon Mark. The Partner acknowledges that Amazon and its Affiliates are the sole owners of the Amazon Mark, and the Partner agrees to do nothing inconsistent with that ownership. All goodwill arising out of the Partner's use of the Amazon Mark will inure to the sole benefit of Amazon and its Affiliates. Amazon may revoke the Partner's license at any time in its sole discretion. Upon the termination or expiration of this Agreement, the Partner shall immediately cease and discontinue all further use of the Amazon Marks.

(b) Quality Control: Amazon will have the right to monitor the Partner's use of the Amazon Mark to ensure the quality thereof, and the Partner shall provide to Amazon, upon Amazon's reasonable request, samples of the Partner's use of the Amazon Mark.

6. **MARKETING OBLIGATIONS**

6.1 The Partner and Amazon may jointly undertake marketing obligations as agreed between the Parties from time to time in the Training Order issued under this Agreement. Both Parties agree that these marketing obligations may include issuing press releases, advertisements, brochures, or other promotional materials (hereinafter collectively referred to as "**Promotional Material**").

6.2 Partner shall ensure that neither the Partner nor its Personnel shall disclose any Promotional Material to any third party except as agreed under the Training Order; or with prior written consent of Amazon in this regard. The Partner agrees and acknowledges that such Promotional Material shall comply with the Trademark Usage Guidelines of Amazon at all times.

7. **PERSONNEL**

- 7.1 The Partner and Amazon are independent contractors. Nothing in this Agreement will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. The Partner has exclusive control over its employees, representatives, agents, partners and subcontractors (collectively, "**Personnel**"), and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions and Partner represents and warrants that it is in accordance with the applicable Laws.
- 7.2 Partner has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. Partner is solely responsible for all salaries and other compensation of its Personnel who provide Training Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, in accordance with the applicable Laws.
- 7.3 The Partner agrees that the Personnel are not eligible to participate in any employment benefit plans or other benefits available to Amazon employees. For the sake of clarity, Partner hereby represents that it has no authority to bind Amazon to any agreement or obligation relating to the Personnel, its labor and employee relations and its policies mentioned in this Section. Partner will be responsible for all acts, omissions, negligence and misconduct of Personnel while performing the Training Services. Partner will be solely responsible for all theft, damage and/or misconduct related to its Personnel.
- 7.4 Partner will not subcontract any Training Services or delegate any of its obligations under this Agreement or any Training Order(s) without the prior written consent of Amazon. If Amazon so consents, Partner will ensure that any such subcontractor is bound by the terms of this Agreement. Notwithstanding the existence or terms of any subcontract, Partner is solely responsible for the full performance of the Training Services and for its subcontractor's compliance with the terms of this Agreement. Partner will manage the transition of replacement Personnel to minimize impact on the Training Services.
- 7.5 The Partner shall be solely responsible for compensation to its Personnel including any statutory contributions that are required and maintain all other compliances that may be required under applicable laws in respect of its Personnel.

8. CONFIDENTIALITY

- 8.1 The Partner will execute and comply with the terms of the Partner Non-Disclosure Agreement attached hereto as Annexure C, which are incorporated herein ("**NDA**"). All information (including but not limited to details related to Participants - their names and other particulars) generated by the Partner during the Term of this Agreement and/ or

information provided by Amazon, will remain Amazon's exclusive property, and Partner will have no right to use such information except as expressly provided herein. Partner will not and will prevent the Personnel from using any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its affiliates in any manner without the prior written authorization of such use by an authorized signatory of Amazon.

- 8.2 The Partner shall further require its Personnel performing the Training Services to execute the Partner Personnel Non-Disclosure Agreement attached hereto as Annexure D to this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Training Material: The Partner agrees and acknowledges that Amazon shall own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively, "**Proprietary Rights**") in the Training Material. The Partner shall only use Training Material for provision of Training Services under this Agreement and agrees not to distribute, sell or make copies of the Training Material.
- 9.2 Training Product: The Partner agrees that Amazon shall own or upon assignment by the creator will own, Proprietary Rights over any training product developed by the Partner in connection with the Training Services, including but not limited to concepts, works, inventions, information, drawings, designs, programs, or software (whether developed by the Partner or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "**Training Product**"). Except that the Training Product shall not include: (a) any inventions or developments made by the Partner prior to the Effective Date; or (b) any improvements the Partner may make to its own proprietary software or any of its internal processes as a result of any Training Order, provided that such improvements do not infringe Amazon's Proprietary Rights ("**Pre-Existing Work**").
- 9.3 Work for Hire: If the Training Product has been specially ordered and commissioned by Amazon, Partner agrees that the Training Product is a "Work made for hire" for copyright purposes, with all copyrights in the Training Product owned by Amazon.
- 9.4 Assignment of Training Product: To the extent that the Training Product does not qualify as a work made for hire under the applicable Law, and to the extent that the Training Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Partner hereby assigns to Amazon (or to such of its affiliates as it may designate), its successors and assigns in perpetuity, all right, title and interest in and to the Training Product, including, but not limited to, all rights in and to any inventions, designs

and Proprietary Rights embodied in the Training Product or developed in the course of Partner's creation of the Training Product, on a world wide basis. The foregoing assignment includes a license under any current and future patents owned or licensable by Partner to the extent necessary to combine the Training Product or any derivative workings or modifications thereof with any product, service, offering, software or intellectual property of Amazon. Partner will execute any documents and undertake such other acts in connection with such assignment that Amazon may reasonably request to perfect, register or enforce Amazon's ownership of the rights so conveyed in and to the Training Product. Partner will enter into agreements with its Personnel or any other party as necessary to establish Amazon's sole ownership in Training Product, and upon Amazon's request, Partner will provide Amazon with copies of such agreements. Partner appoints Amazon as its attorney-in-fact to execute assignments of, and register all rights to, the Training Product and the Proprietary Rights in Training Product. This appointment is coupled with an interest. At any time upon request from Amazon and upon termination or expiration of this Agreement, Partner will deliver to Amazon in tangible form all materials containing Training Product, whether complete or in process.

- 9.5 License to Pre-Existing Work: To the extent Pre-Existing Work of Partner is embodied in any Training Product, deliverables or Proprietary Rights, Partner hereby grants Amazon a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Pre-Existing Work, (b) adapt, modify, and create derivative workings of such Pre-Existing Work, and (c) sublicense the foregoing rights.

10. LIMITATION OF LIABILITIES

- 10.1 AMAZON WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR BUSINESS OR PROFITS).

11. ETHICS AND ANTI-CORRUPTION LAWS

- 11.1 The Partner agrees and undertakes to abide by Amazon's Code of Business Conduct and Ethics available at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-gov> Conduct (the "**Code**") which prohibits the paying of bribes to anyone for any reason, whether in dealings with the government or the private sector or any statutory body. The Partner shall not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. Amazon shall have the right to immediately terminate or suspend performance under this Agreement if the Partner breaches this Section. The Partner shall maintain true, accurate

and complete books and records concerning any payments made to another party by the Partner under the Agreement, including on behalf of Amazon. Amazon and its designated representative shall have the right to inspect the Partner's books and records to verify such payments and for compliance with this Section.

- 11.2 Partner covenants and undertakes that it shall not make, authorize or tolerate to be made, in the performance of this Agreement, any payment, loans or gifts, or promises or offers of payments, loans, gift, of any money or anything of value, directly or indirectly, to or for the use or benefit of any employee of Amazon or of its agent, affiliate or associate etc.

12. AUDIT RIGHTS

- 12.1 Amazon may, on its own, or by engaging a third-party auditor ("**Auditor**") at Amazon's expense, and, upon Amazon's request thereof to Partner, examine any records, invoices and/or other data or documents of Partner that are necessary to establish the Partner's compliance or non-compliance with this Agreement. The Partner undertakes to maintain records during the Term and for a period of 15 (fifteen) years after the expiration or termination of this Agreement.

13. FORCE MAJEURE

- 13.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by: fire; flood; lightning; explosion; war; embargo; act of God or nature; acts or failures to act of any governmental authority; or any other causes beyond its reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, whether or not similar to the foregoing ("**Force Majeure Event**"); provided, that (i) the Party affected by Force Majeure Event shall promptly notify the other in writing of the occurrence and details of any Force Majeure Event that has caused, or is likely to cause, the notifying Party to either delay or fail to perform its obligations under this Agreement, and (ii) the Party affected by Force Majeure Event will use reasonable efforts to overcome or limit the effects of any such circumstances on the other Party.
- 13.2 The failure of Partner to perform under this Agreement due to the occurrence of a Force Majeure Event lasting more than 5 (five) days will, upon twenty-four (24) hours' written notice to Partner, represent a ground for termination by Amazon of the Training Services affected by such force majeure.
- 13.3 Changes in law and acts of government or regulatory authority shall be considered as a Force Majeure Event only to the extent that such restrictions or acts directly and materially affect the performance by a Party of its obligations under this Agreement or a

specific Training Service, and such change was not obtained through the efforts of the Party claiming the Force Majeure Event has occurred. In the event of such a change in law or act of government or regulatory authority, the Party that cannot perform its obligations under this Agreement will notify the other Party in writing and both Parties shall enter into good faith discussions to identify an alternative means of performance not prevented by such change or act. Should no such alternative means be identified within 10 (ten) calendar days from entering into such good faith discussions, the Party that cannot perform may terminate the affected Training Service without termination fees or other liability or obligation. Any pricing terms for a functionally equivalent substitute service shall be separately negotiated.

14. GENERAL

14.1 Assignment: Partner will not assign any part or all of this Agreement without Amazon's prior written consent. Any attempt to assign in violation of this Section is void in each instance. Amazon may in its sole discretion assign this Agreement (or any of its rights and obligations under this Agreement or any Training Order) without Partner's consent: (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

14.2 Taxes:

- (a) The fees payable under this agreement will be exclusive of applicable national, state or local sales or use taxes or value added tax, service tax or goods and services tax ("**Taxes**") that the Partner is legally obligated to charge under the applicable legislation.
- (b) The Partner should raise a valid invoice under applicable law(s) and regulations within the prescribed time limit. The Partner may charge and Amazon will pay Taxes provided that such Taxes are stated separately on the valid invoice that the Partner provides to Amazon. Under no circumstances, the Partner will separately recover Taxes from Amazon after issuance of invoice for the corresponding period. If at any time credit for Taxes is denied to Amazon or payment of Taxes is sought from Amazon due to, but not limited to, issuance of a deficient invoice, or default in payment of Taxes or non-compliance of applicable laws and regulations by the Partner, then the partner shall indemnify Amazon against any denied credits or Taxes recovered as well as any interest and penalties imposed on Amazon.

- (c) Each Party may deduct or withhold any taxes that each Party may be legally obligated to deduct or withhold from any consideration payable to other Party under this Agreement, and payment to such other Party as reduced by such deductions or withholdings will constitute full payment and settlement to respective Parties of such consideration payable under this Agreement. Throughout the Term of this Agreement, each Party should provide other Party with any forms, documents, or certifications, including Permanent Account Number as may be required for other Party to satisfy any information reporting or withholding tax obligations with respect to any consideration under this Agreement and the each Party confirms that it would duly pay any applicable taxes on its income, as applicable under this Agreement on all consideration on which taxes are not or inadequately withheld and report and file a return of income under the applicable laws and provide the necessary certifications in this respect.

14.3 Governing Law: The Parties agree that this Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of courts at Bangalore.

14.4 Dispute Resolution:

- (a) All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussion between the Parties, shall be referred to the arbitration of 3 (three) arbitrators, 1 (one) nominated by each party, and the third (the presiding arbitrator) appointed by the 2 (two) arbitrators so nominated. The arbitrators shall pass a reasoned award in writing within 4 (four) months of the date of the appointment of the presiding arbitrator. The decision and award determined by such arbitration will be final and binding upon the Parties.
- (b) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time.
- (c) The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Bangalore.
- (d) The Partner agrees and acknowledges that any breach of Section 8 (Confidentiality/ Publicity) or Section 9 (Intellectual Property Rights) by the Partner would cause Amazon irreparable harm for which Amazon has no adequate remedies at law. Accordingly, Amazon is entitled to specific performance or injunctive relief for any such breach.

14.5 Notices:

- (a) The notices under this Agreement are sufficient if given by nationally recognized overnight courier service, speed post with acknowledgment receipt, facsimile with electronic confirmation or personal delivery to the other Party at the address below:

For Amazon:

Attn: Ankur Sharma, Legal Counsel
Address: Amazon Seller Services Private Limited,
Ground Floor, Eros Corporate Towers,
Nehru Place, New Delhi - 110019

For Partner:

Attn: Dr. Sumit Pareek, Chairman
Address: Indian Institute of eCommerce Foundation,
22nd Floor, World Trade Center, Brigade Gateway,
Bangalore-560055

- (b) Notice shall be effective under this Agreement: (a) when delivered personally; or (b) three business days after sending by speed post; or (c) on the business day after sending by a nationally recognized courier service; or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A Party may change its notice address by giving notice in writing in accordance with this section.
- 14.6 Severability: If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the Parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
- 14.7 No Waiver: A Party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the Party granting such waiver.
- 14.8 Survival: The following provisions survive termination or expiration of this Agreement: Section 2.3 (Termination); Section 4 (Defense and Indemnity); Section 8 (Confidentiality); Section 9 (Intellectual Property Rights); Section 10 (Limitation of Liabilities) and Section 14 (General).

- 14.9 Entire Agreement: This Agreement together with all associated exhibits and annexures, which are incorporated by this reference, constitute the complete and final agreement between the Parties pertaining to the Training Services and supersede the Parties' all prior agreements, understandings and discussions relating to the Training Services. No modification of this Agreement or any Training Order is binding unless it is in writing and signed by Amazon and the Partner.
- 14.10 Counterparts: This Agreement may be executed in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

This Agreement is signed by duly authorized representatives of the Parties.

AMAZON:

Amazon Seller Services Private Limited

Printed Name:

Title:

Date Signed: _____

PARTNER:

Indian Institute of eCommerce Foundation

Printed Name: Dr. Sumit Pareek

Title: Chairman

Date Signed: _____

ANNEXURE A

TRAINING ORDER – Effective from 1st November, 2016

This Training Order is entered into and made a part of the Partner Learning Center Agreement between **Amazon Seller Services Private Limited**, a private limited company having its registered office at 8th Floor, Brigade Gateway, 26/1, Dr. Raj Kumar Road, Bangalore 560055 ("**Amazon**"), and **Indian Institute of eCommerce Foundation**, a company registered under Section 8 of the Companies Act, 2013 having its office at 22nd floor, World Trade Center, Brigade Gateway, Bangalore, Karnataka-560055, ("**Partner**"), with an effective date of November 1st, 2016 (the "**Agreement**"), for the Training Services described below.

All capitalized terms not defined in this Training Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Training Order conflict with any of the terms of the Agreement, and the Training Order explicitly states that it intends to modify the conflicting terms, this Training Order supersedes the Agreement.

1. Description of Training Services:

1.1. The Partner shall provide the Training Services in accordance with the following:

- a) The Partner shall conduct the Training Services for the Participants in its designated premises in accordance herewith;
- b) The Partner shall provide infrastructural and manpower support for providing the Training Services to the Participants at no additional cost to Amazon;
- c) The Partner will ensure that the training under this Training Order is only provided by the trainers who have undergone the 'Train the Trainer' sessions conducted by Amazon from time to time;
- d) The Partner shall ensure that such trainers impart the training to the Participants in accordance with the training schedule enclosed as Annexure 1 to this Training Order ("**Training Schedule**");
- e) The Partner shall promote the Training Services to potential individuals across India through communication channels including but not limited to online marketing, emailers, SMS, newspaper advertisements, brochures, etc.;
- f) The Partner may modify the Training Material only to the extent strictly required to make the Training Material more reader-friendly and technical and formatting related modifications for compatibility with the Partner's training delivery system provided that (a) any such modified Training Material shall be provided to Amazon for an approval before the same can be used by the Partner for discharging the Training Services; and (b) such modified Training Material shall be treated as a 'Training Product' under Section 9.2 of the Agreement; and

- g) The Partner shall ensure that such trainers impart the training to the Participants in accordance with the Training Schedule. For providing the Training Services, the Partner is allowed to charge a Fee from the Participants as may be mutually agreed between the Parties in writing.
- 1.2. Amazon shall perform the following activities under this Training Order:
- a) certify the representatives/individuals nominated by the Partner as ATES under the Program subject to such individuals: (a) meeting the terms and conditions of the Program and the eligibility criteria for such certification; and (b) executing the necessary documentation for the Program;
 - b) provide helpdesk support to the Participants certified under the Program as ATES, for any queries relating to the Program;
 - c) provide online access of the Training Material to the Partner;
 - d) provide the updated Training Material to the Partner if any modifications or changes/ revisions to the Training Material are made by Amazon;
 - e) provide refresher training and on-demand training to ATES through virtual classroom sessions on topics relating to the ATES program; and
 - f) conduct online webinars for the first 3 (three) batches of Participants.
- 1.3. Amazon shall in its sole discretion measure the Partner's performance basis the following criteria: (a) the number of training batches conducted by the Partner; (b) number of Participants who obtain the ATES certification; (c) feedback received from the Participants; and (d) the training quality measured in the form of number of sellers launched on Amazon or serviced by the Participants in the first 1 (one) month post training.
- 1.4. The Partner agrees that Amazon may on an ongoing basis seek feedback from the Participants attending the training.
- 1.5. Any change to Partner's Training Services under this Training Order must be authorized in writing by both Parties, and in the case of Amazon, is binding only if signed by the authorized signatory of Amazon.
- 2. Location(s) Where Training Services Will Be Provided: PAN India.**
- 3. Start Date of Training Services: November 15, 2016**
- 4. Required Completion Date: May 15, 2017**

5. Key Personnel:

- 5.1. The following individuals are identified as Key Personnel for the purposes of this Training Order: Sumit Pareek
- 5.2. The Partner will assign such Key Personnel to the Training Services and will not remove them, or substantially reduce their participation, without Amazon’s prior written consent. If any Key Personnel leave and are not replaced within 30 (thirty) days by personnel acceptable to Amazon, Amazon may replace such Key Personnel with an Amazon employee or contractor.

This Training Order is executed as of the date set forth below and with effect from the Effective Date provided above.

Amazon:

Partner:

Amazon Seller Services Private Limited

Indian Institute of eCommerce Foundation

Name: Srinivasa Kanagalu

Name: Dr. Sumit Pareek

Title: India Finance Controller

Title: Chairman

Date Signed: _____

Date Signed: _____

Annexure 1

TRAINING SCHEDULE

Introduction to Ecommerce
Introduction to Amazon
Introduction to ATES
ATES Payout and Induction
ATES - seller services - SPIN technique
ATES - seller acquisition - Customer buying cycle
Payment process - Channel Play registration
Selling on Amazon - Process involved
Selling on Amazon registration process
Selling on Amazon registration process - Practice session
<u>Listing products</u>
If products are already on Amazon -Add a product feature (1x1 upload)
If products are already on Amazon - Bulk upload - Add a product via upload - Listing loader
Practice session
If the products are not on Amazon - Add a product via upload feature - Category specific flat files
Flat file template -Clothing flat file for sweater (Small and medium child variations)
Practice session
<u>Updating Price and Quantity</u>
Price and Quantity single change (using Manage Inventory direct price/quantity change) - Practice session
<u>Updating Price and Quantity</u>

Price and Quantity bulk change (using Add a product via upload feature - Price and Quantity inventory file) - Practice session
UPC Exemption (Video)
Brand Registry (Video)
<u>Managing seller account (Video - 50 mins - play full video)</u>
Update Price and Quantity
Promotions
Order Management
Reporting
Manage Returns & Refunds
Understanding Seller Performance
Understanding A to Z Guarantee Claims
Plan of action
<u>Evaluation</u>
Classmarker MCQ
1x1 Upload of product using Add a Product
Bulk Upload of existing products using Listing loader
Price and Quantity 1x1 change using Manage Inventory
Bulk update of Price and Quantity using Price and Quantity file

ANNEXURE B

TRADEMARK USAGE GUIDELINES OF AMAZON

These Guidelines apply to the Partner's ("your"/ "you") use of the Amazon Logo (the "Trademark") in accordance with the terms of the Agreement. Strict compliance with these Guidelines is required at all times, and any use of a Trademark in violation of these Guidelines will automatically terminate any license related to your use of the Trademark.

1. You may use the Trademark solely for the purpose expressly authorized by Amazon in writing and your use must: (i) comply with the most up-to-date version of these Guidelines; and (ii) comply with any other terms, conditions, or policies that Amazon may issue from time to time that apply to the use of the Trademark and of which Amazon makes you aware in writing (email is acceptable).
2. Amazon will supply an approved Trademark image for you to use. You may not alter the Trademark in any manner, including but not limited to, changing the proportion, color, or font of the Trademark, or adding or removing any element(s) to or from the Trademark without Amazon's prior written consent.
3. You may not use the Trademark in any manner that implies sponsorship or endorsement by Amazon other than by using the Trademark as specifically authorized in writing by Amazon.
4. You may not use the Trademark to disparage Amazon or its services, or in a manner which, in Amazon's sole discretion, may diminish or otherwise damage or tarnish Amazon or Amazon's goodwill in the Trademark.
5. The Trademark must appear by itself, with reasonable spacing between each side of the Trademark and other visual, graphic or textual elements. Under no circumstance should the Trademark be placed on any background which interferes with the readability or display of the Trademark.
6. You must include the following statement in and on any materials that display the Trademark (written or electronic): "Amazon and the Amazon logo are trademarks of Amazon.com, Inc. or its affiliates."
7. You acknowledge that all rights to the Trademark are the exclusive property of Amazon, and all goodwill generated through your use of the Trademark will inure solely to the benefit of Amazon. You will not take any action that is in conflict with Amazon's rights in, or ownership of, the Trademark.

Amazon reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved Trademarks at any time and to take appropriate action against any use without permission or any use that does not conform to these Guidelines as provided in writing to the Partner.

If you have questions about these Guidelines, please contact trademarks@amazon.com for assistance, or write to Amazon at: Amazon Technologies, Inc., Attention: Trademarks, PO Box 81226 Seattle, WA 98108-1226.

Approved Logo:



ANNEXURE C

PARTNER NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**") is entered into by **Indian Institute of eCommerce Foundation**, a company registered under Section 8 of the Companies Act, 2013, having its office at 22nd floor, World Trade Center, Brigade Gateway, Bangalore, Karnataka-560055 (the "**Partner**") which term shall include its Affiliates, successors and permitted assigns or the agents of any of the foregoing), through its duly authorized representative, for the benefit of **Amazon Seller Services Private Limited** ("**Amazon**") and each of its Affiliates.

Amazon and the Partner are referred to individually as a "**Party**" and collectively as the "**Parties**".

In connection with Partner's provision of products or services to Amazon, Partner may receive certain information including Confidential Information (*as defined hereinafter*) that would be passed on/ disclosed to the Partner by Amazon with respect to Amazon's operations and business. Amazon and Partner are now agreeing to the terms and conditions on which the Partner shall be provided the Confidential Information. In consideration of Amazon agreeing to disclose Confidential Information to the Partner, the Partner agrees and undertakes to abide by the terms of this Agreement as set out below:

1. Definition

As used in this Agreement, "**Affiliate**" means any entity in which Amazon or its group companies have directly or indirectly, certain economic interest; and "**Confidential Information**" means all nonpublic information relating to Amazon or its Affiliates disclosed by Amazon to the Partner, that is designated as confidential, or given the nature of the information or the circumstances, surrounding its disclosure, reasonably should be considered as confidential. Confidential Information shall include, without limitation (i) all nonpublic information relating to Amazon or any of its Affiliate's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) all the third party information that Amazon or its Affiliate is obligated to keep confidential; and (iii) all Seller related information shared by Amazon or developed by the Partner during the term of the Partner Learning Center Agreement. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, compilations, summaries, modifications, translations, enhancements, adaptations and computer programs, or may be in the nature of unwritten knowledge.

2. Exclusions

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Partner at the time of his/her receipt of such information from Amazon, (iii) is received from a third party having the legal right to disclose Confidential

Information and who did not acquire or disclose such information by a wrongful or tortious act or (iv) can be shown by documentation to have been independently developed by Partner outside the scope of the relationship with Amazon, without reference to any Confidential Information.

3. Use of Confidential Information

Partner may use Confidential Information solely in connection with and only in pursuance of his/her business relationship with Amazon. Except, as expressly provided in this Agreement, Partner will not disclose Confidential Information to any person or entity, for any purpose whatsoever, without Amazon's prior written consent. Partner will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, the same degree of care, secrecy and security measures he/she takes to protect his/her own confidential information of a similar nature. Partner will segregate Confidential Information from the confidential materials of third parties to prevent commingling.

4. Personnel

Partner will restrict the possession, knowledge and use of any Confidential Information to each of its employees and sub-contractors ("**Personnel**") who (i) have the need to know the specific Confidential Information in connection with their purposes set forth in Section 3 of this Agreement, and (ii) have entered into the Personnel Non-Disclosure Agreement attached as Annexure D to this Agreement. Partner will ensure that the Personnel execute the Non-Disclosure Agreement attached as Annexure D and comply with this Agreement.

5. Disclosure to Governmental Entities

Partner may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Partner; (i) gives Amazon prior written notice, sufficient to allow Amazon or any of its Affiliates to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts and lawful means to obtain confidential treatment for any Confidential Information so disclosed and minimize the extent of such disclosure.

6. Ownership of Confidential Information

All Confidential Information and patents, copyrights, trade secrets, trademarks or service marks or logos (whether registered or not, with or without goodwill) and other intellectual property rights, title or interests therein (collectively, "**Intellectual Property Rights**") will remain the exclusive property of Amazon or its Affiliate, as may be applicable. Disclosure of Confidential Information under this Agreement by Amazon or its Affiliate will not constitute an express or implied grant to Partner of any rights to or under Amazon's or its Affiliate's Intellectual Property Rights. Partner will not use any Intellectual Property Rights, or any other proprietary rights of Amazon or any of its Affiliates in any manner (including but not limited to any press release, advertisement or

other promotional material) without prior written authorization for such use by the authorized signatory of Amazon or its applicable Affiliate.

7. Notice of Unauthorized use

Partner will notify Amazon immediately upon discovery of any suspected unauthorized use, copying or disclosure of Confidential Information or any other breach of this Agreement. Partner will cooperate with Amazon in every reasonable way to help Amazon or its Affiliate, regain possession of such Confidential Information and prevent its further unauthorized use.

8. Return / Destroy or Discontinue Use of Confidential Information

Partner will return, deliver, remove or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request regardless of how the Confidential Information is embodied at the date of request. Amazon may at any time, at its sole discretion, require the Partner to discontinue the usage of any or all Confidential Information and at Amazon's option; Partner will provide a written certification of its compliance with this section.

9. Injunctive Relief

Partner acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Amazon or any of its Affiliates, for which monetary damages may be difficult to ascertain or an inadequate remedy. Partner therefore agrees that Amazon and/or its Affiliates will have the right to simultaneously, in addition to its other rights and remedies, to seek injunctive relief as a remedy or to prevent or curtail any actual or threatened breach by the Partner of its obligations hereunder or for any violation of this Agreement, without first being obliged to resort to arbitration.

10. Scope: Termination

This Agreement is intended to cover Confidential Information received by the Partner, both prior and subsequent, to the date hereof. This Agreement shall be effective once signed by the Parties and will terminate upon the completion or termination of the Parties' business relationship; provided, however that the Partner's obligations with respect to the Confidential Information will survive and continue indefinitely the termination or expiry of this Agreement. The provisions contained in this Section shall survive the termination or expiry of this Agreement.

11. Arbitration

All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussions between the Parties, shall be referred to the arbitration of a sole arbitrator jointly appointed by the Parties, failing which there shall be 3 (three) arbitrators, 1 (one) nominated by each Party, and the third arbitrator (the presiding arbitrator) chosen by the 2 (two) arbitrators so nominated. The arbitration shall be conducted in accordance with the provisions of the Arbitration and

Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Bangalore. The arbitrator (s) shall pass a reasoned award in writing within 4 (four) months of the date of the appointment of sole arbitrator or the presiding arbitrator, as the case may be.

12. Miscellaneous

- 12.1 This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.
- 12.2 This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of his, her or its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 12.3 Any failure by Amazon or its Affiliates to enforce the Partner's strict performance of any provision of this Agreement will not constitute a waiver of Amazon or its Affiliate's right to subsequently enforce such provision or any other provision of this Agreement.
- 12.4 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- 12.5 This Agreement will be governed by the laws of India, without reference to its choice of law rules and shall be subject to the exclusive jurisdiction of the courts at Bangalore, India.
- 12.6 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested). Notices to Partner will be delivered to the attention of Dr. Sumit Pareek, Indian Institute of eCommerce Foundation, 22nd floor, World Trade Center, Brigade Gateway, Bangalore, Karnataka-560055. All notices to Amazon will be delivered to Ankur Sharma, Senior Legal Counsel, 8th floor, Brigade Gateway, 26/1, Dr. Raj Kumar Road, Bangalore - 560055. All notices will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by registered/certified mail or courier, be deemed given upon the date of receipt, and (iii) if delivered by facsimile transmission to the facsimile number provided, be deemed given upon date

of successful transmission with a delivery report. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this section.

- 12.7 Indemnity. The Partner acknowledges that a breach of this Agreement by the Partner could result in significant liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorneys fees and costs of appeal) (hereinafter together referred to as "Losses") to Amazon. The Partner agrees to indemnify and hold Amazon harmless and indemnified from and against any Losses, arising on account of the breach by the Partner of any of the obligations undertaken by the Partner under this Agreement.
- 12.8 Survival. The provisions contained in Sections 5, 6, 7, 8, 9, 11, 12.5 and 12.7 shall survive the termination or expiry of this Agreement.

Partner:

Indian Institute of eCommerce Foundation

Name : Dr. Sumit Pareek
Title : Chairman
Signed Date : _____

ANNEXURE D

PERSONNEL - NONDISCLOSURE AGREEMENT

This Personnel Non-Disclosure Agreement (this "**Agreement**"), effective as of November 1st, 2016, is entered into by Dr. Sumit Pareek ("**Personnel**"), an employee of Indian Institute of eCommerce Foundation ("**Partner**"), for the benefit of Amazon Seller Services Private Limited ("**Amazon**").

Amazon and the Personnel are referred to individually as a "Party" and collectively as the "Parties".

The Parties recognize that in connection with Personnel's assignment by Partner to provide products or services to Amazon, certain information including Confidential Information (as defined hereinafter) would be passed on/ disclosed to the Personnel by Amazon with respect to to Amazon's operations and businesses. Amazon and Personnel are now agreeing to the terms and conditions on which the Personnel shall be provided the Confidential Information. In consideration of Amazon agreeing to disclose Confidential Information to the Personnel, the Personnel agrees and undertakes to abide by the terms of this Agreement as set out below:

1. Confidential Information.

As used in this Agreement, "Confidential Information" means all nonpublic information disclosed by or relating to Amazon and any entity in which Amazon or its group companies have directly or indirectly, certain economic interest (an "Affiliate") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) all nonpublic information relating to Amazon's or any of it's Affiliate's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (ii) all third-party information that Amazon or any of it's Affiliate is obligated to keep confidential; and (iii) all Seller related information shared by Amazon or developed by the Partner during the term of the Partner Learning Center Agreement. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, compilations, summaries, abstracts, modifications, translations, enhancements, adaptations and computer programs, or may be in the nature of unwritten knowledge.

2. Exclusions.

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Personnel at the time of his/her receipt of such information from Amazon, (iii) is

received from a third party having the legal right to disclose Confidential Information and who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Personnel outside the scope of the relationship with Amazon, without reference to any Confidential Information.

3. Use of Confidential Information.

Personnel may use Confidential Information solely in connection with and only in pursuance of his/her business relationship with Amazon. Except as expressly provided in this Agreement, Personnel will not disclose Confidential Information to any person or entity for any purpose whatsoever without Amazon's prior written consent. Personnel will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, the same degree of care, secrecy and security measures he/she takes to protect his/her own confidential information of a similar nature. Personnel will segregate Confidential Information from the confidential materials of third parties to prevent commingling.

4. Disclosures to Governmental Entities.

Personnel may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that Personnel (i) gives Amazon prior written notice sufficient to allow Amazon or any of its Affiliate to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) and uses commercially reasonable efforts and lawful means to obtain confidential treatment for any Confidential Information so disclosed and minimize the extent of such disclosure.

5. Ownership of Confidential Information.

All Confidential Information and patents, copyrights, trade secrets, trademarks or service marks or logos (whether registered or not, with or without goodwill) and other intellectual property rights, title or interests therein (collectively referred to as "**Intellectual Property Rights**") will remain the exclusive property of Amazon or its Affiliate, as may be applicable. Disclosure of Confidential Information under this Agreement by Amazon or its Affiliate will not constitute an express or implied grant to Personnel of any rights to or under Amazon's or its Affiliate's Intellectual Property Rights.

6. Notice of Unauthorized Use.

Personnel will notify Amazon immediately upon discovery of any suspected unauthorized use, copying or disclosure of Confidential Information or any other breach of this Agreement. Personnel will cooperate with Amazon or its Affiliates in every reasonable way

to help the Amazon or its Affiliate regain possession of such Confidential Information and prevent its further unauthorized use or disclosure.

7. Return / Destroy or Discontinue Use of Confidential Information.

Personnel will return, deliver, remove or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request regardless of how the Confidential Information is embodied at the date of request. Amazon may at any time, at its sole discretion, require the Personnel to discontinue the usage of any or all Confidential Information and at Amazon's option, Personnel will provide written certification of his/her compliance with this Section.

8. Injunctive Relief.

Personnel acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Amazon or any of its Affiliates for which monetary damages may be difficult to ascertain or an inadequate remedy. Personnel therefore agrees that Amazon and/or its Affiliate will have the right, in addition to its other rights and remedies, to seek injunctive relief as a remedy or to prevent or curtail any actual or threatened breach by the Personnel of its obligations hereunder or for any violation of this Agreement.

9. Scope; Termination.

This Agreement is intended to cover Confidential Information received by Personnel both prior and subsequent to the date hereof. This Agreement shall be effective once signed by Personnel and will automatically terminate upon the completion or termination of the Parties' business relationship; provided, however, that Personnel's obligations with respect to Confidential Information will survive and continue indefinitely even following such completion or termination. The provisions contained in this Section shall survive the termination or expiry of this Agreement.

10. Indemnity

The Personnel acknowledges that a breach of this Agreement by the Personnel could result in significant liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorneys fees and costs of appeal) (hereinafter together referred to as "**Losses**") to Amazon. The Personnel agrees to indemnify and hold Amazon harmless and indemnified from and against any Losses, arising on account of the breach by the Personnel of any of the obligations undertaken by the Personnel under this Agreement.

11. Miscellaneous.

- 11.1 This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.
- 11.2 This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of his, her or its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 11.3 Any failure by Amazon or any of its Affiliates to enforce Personnel's strict performance of any provision of this Agreement will not constitute a waiver of the Amazon or its Affiliate's right to subsequently enforce such provision or any other provision of this Agreement.
- 11.4 If a provision of this Agreement is held invalid under any applicable law or by a court of competent jurisdiction, such invalidity will not affect any other provisions of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- 11.5 This Agreement is governed by the laws of India, excluding its conflicts of law rules. In the event of any dispute or difference arising between the Parties hereto in regard to any matter relating to or connected with this Agreement, the same shall be referred to arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and any amendments thereof. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bangalore. This Section shall survive the termination or expiry of this Agreement.
- 11.6 Notices. All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below the Parties' signatures at the end this Agreement. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section 11.6. Personnel has executed this Agreement as of the date set forth below.

11.7 Survival. The provisions contained in Sections 5, 6, 7, 8, 9, 10 and 11.5 shall survive the termination or expiry of this Agreement.

PERSONNEL

Full Name: Dr. Sumit Pareek

(Signature of Personnel)

Designation: Chairman

Date Signed: _____

Address: 22nd floor, World Trade Center, Brigade Gateway, Bangalore, Karnataka-560055
