

LEAD PARTNERSHIP AGREEMENT

THIS **LEAD PARTNERSHIP AGREEMENT** ("Agreement") is made and entered into this **08th day of September, 2023** (the "Effective Date") by and between **KareXpert Technologies Private Limited**, a company organized and existing under the laws of India having its registered office located at Block A, Unit No.809, 08th Floor, Arcadia-I, South City II, Gurgaon-122018, Haryana, India, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns (hereinafter referred as "**Company**" or "**KareXpert**") of the **FIRST PART**,

AND

TareCo Private Limited, a company organized and existing under the laws of India having its registered office located at M-3/3, 1st Floor, Amber Complex, Zone-II, M P Nagar, BHOPAL (MP) 462011, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns (hereinafter referred to as "**Partner**") of the **SECOND PART**.

Hereinafter, **Company** and **Partner** are referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS

- Company is a Digital Healthcare Platform provider, with an all-in-one software platform for Hospitals, providing end-to-end healthcare solutions such as Advanced HIMS, EMR/EHR, LIMS, RIS/PACS, Pharmacy, Connected Ambulance, Advanced BI, MIS, e-Claim, Telemedicine, Inventory & SCM, Queue Management, Counselling, and Branded Mobile Apps.
- Partner is engaged in the business of **Information Technology related business, IT enabled business, software development & selling/reselling & marketing of software application and IT consultancy.**
- Partner has represented the company that it has the requisite expertise and sufficient resources for providing the services as contemplated herein with a view of forming a mutually beneficial business relationship on a principal-to-principal basis.
- The company relying upon the representations of the Partner has agreed to appoint it as **Lead Partner for generating Sales Leads**, more particularly set out hereinafter, on the terms and conditions stipulated hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. **ENGAGEMENT**

Subject to the terms of this Agreement, the Company engages Partner to perform on a non-exclusive basis, and Partner hereby agrees to perform the Services in accordance with the Scope of Work attached hereto as "**SCHEDULE A**" (the "**Scope of Work**").

However, in the event that the scope of the Services is expanded, revised, or modified, the parties may from time to time agree to execute amendments to this Agreement as Separate Scope of Work.

Partner hereby covenants to perform the Services with the highest degree of commitment. All Services rendered by the Partner hereunder shall be performed on a best-effort basis and within timelines prescribed by the company from time to time.

2. **COMPENSATION AND EXPENSES**

In consideration for the satisfactory performance of the Services hereunder in accordance with the requirements of this Agreement, Partner shall be entitled to receive a commission in accordance with **SCHEDULE B** ("**Commercial Terms**").

KareXpert Technologies Private Limited

Block A, Unit No.809,08th floor, Arcadia-I, South City II, Gurugram- 122018, Haryana, India
CIN:U72200HR2014PTC054094 GSTIN:06AADJ4464D1ZS

3. DURATION OF AGREEMENT

This Agreement shall become effective as of the effective date and shall continue to remain in force for a period of **3 years**, with an option for the Parties to extend the term as mutually acceptable in writing.

4. RELATIONSHIP BETWEEN PARTIES

- a) Partner is an independent contractor and is not the legal representative or agent of the Company for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume, or create in writing or otherwise, any warranty over any of company's employees, all of whom are entirely under the control of the company, who shall be responsible for their acts and omissions.
- b) Nothing in this agreement shall be deemed to create any Partnership or Joint Venture relationship between the parties.

5. REPRESENTATION AND WARRANTY

a) General Warranties

Each Party hereby represents and warrants to the other Party that:

- i. it is a legally incorporated entity and validly exists under the Applicable Law;
- ii. it has all requisite power and authority to execute this Agreement;
- iii. it has taken all necessary corporate and other actions to authorize the execution of this Agreement and performance of obligations under this Agreement and this Agreement when executed will constitute valid and binding obligations on and against it, in accordance with its terms;
- iv. it is not subject to any obligations or any other agreements/contracts, which conflict or interfere with or as a consequence of which, it may be in breach of its obligations and covenants contained in this Agreement; and
- v. There are no pending or threatened legal proceedings against it that would hinder it from the performance of its obligations under this Agreement.

b) Additional Representations:

In addition to the general representations by each Party above, the Party hereby further represents and warrants that:

- i. it is not prohibited from entering into this Agreement for any reason whatsoever (including any law, rule or regulation or any order of any government authorities);
- ii. All the information and disclosures made with respect to this Agreement are true and accurate;
- iii. The Party shall not infringe, misappropriate, or otherwise violate the Intellectual Property Rights of any third party;
- iv. it has procured, and shall at all times during the Term continue to hold, all applicable and necessary third-party approvals/consents, governmental approvals, registrations, authorizations, licenses, permits, and any other permissions whatsoever required under the Applicable Law to provide the Services under this Agreement;
- v. It shall furnish all documents as may be requested by the other party to evidence its compliance with any of the foregoing representations and warranties.

6. DISCLOSURE

The Partner is required to disclose to the company any outside activities or interests that conflict or may conflict with the best interests of the company. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other business relationships that may conflict with this agreement.

7. CONFIDENTIALITY AND NON-DISCLOSURE

In carrying out the terms of this Agreement, it may be necessary for the parties to provide "proprietary information" or "Confidential Information" to one another. In such event, the disclosure and use of all proprietary information or Confidential Information shall be in accordance with **SCHEDULE C ("Non-Disclosure Agreement")**.

8. INTELLECTUAL PROPERTY RIGHTS

Each party shall retain all rights, title, and interest in the Intellectual Property rights. No interest whatsoever in the other Party's Intellectual Property rights is granted by this Agreement and use of any Intellectual Property right vested in one party by the other party shall be strictly in terms of this agreement. The parties shall not license, sub-license, sell, publish, disclose, display, or otherwise make available the Intellectual Property of the other Party to any person or entity except as provided in this Agreement. All writings and works of authorship relating to the Intellectual Property created by either Party (including but not limited to software, source code, blueprints, diagrams, flow charts, modifications, enhancements, or changes made by such Party to any of its Intellectual Property) shall be owned by that respective Party. Neither party shall alter, remove or conceal any copyright, trade secret, or other proprietary rights or notices that may appear on or within the other party's Intellectual Property Products or related documentation. This obligation shall survive indefinitely upon termination of this agreement.

9. INDEMNIFICATION

Without prejudice to the rights of the Party under any other provision of this Agreement or any other remedy available to the Party under law or equity, the Party shall indemnify and keep indemnified, defend and hold the other party and its Affiliates and its and their respective officers, directors, shareholders, employees, agents and representatives (collectively "**Indemnified Parties**") harmless from and against any and all losses and damages, including, but not limited to, any and all fines, penalties, liabilities and obligations (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due), including all reasonable fees, costs and expenses (including, without limitation, reasonable expenses of investigation and mediation and reasonable attorneys', accountants and other professional fees) relating thereto (collectively, "**Damages**"), which any Indemnified Party may incur or be liable for as a result of any claim, suit or proceeding or threatened claim, suit or proceeding including any third party claim) (collectively, "**Proceedings**"), directly or indirectly, arising out of or in any way related to:

- a. any breach of this Agreement (including breach or non-compliance with any terms, representations, warranties, or covenants of this Agreement or Applicable Laws by the Party and/or the Party employee, personnel, officers, consultants, and representatives;
- b. any infringement or misappropriation of any proprietary and/or third-party Intellectual Property Rights by the Party under this Agreement;
- c. any negligence, fraud, or misconduct by the Partner in conducting its Services under this Agreement.

The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies it may have at Applicable Law or in equity or otherwise, including the right to seek specific performance, right to seek injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

10. INTERFERENCE WITH BUSINESS

- a) **Non-Competition:** -During the term of this agreement, Partner will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.
- b) **Non-Solicitation:** - The Partner agrees that after the termination of this agreement, It shall not:
- i. divert or attempt to divert from the company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
 - ii. employ, solicit for employment, or recommend for employment any person employed by the Company, during its engagement with the company and thereafter.

11. NON-PUBLICITY

Each of the Company and Partner agrees not to disclose the existence or contents of this agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys, or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this agreement.

12. TERMINATION

- a) Either Party may terminate this Agreement without cause by giving ***written notice of not less than 30 days*** to the other party subject to clause 12b below.
- b) This agreement shall stand terminated immediately in the event of Insolvency of the other Party or Failure of the other Party to obtain or maintain any license or the suspension or revocation of any license necessary for the conduct of the business of the other Party pursuant to this Agreement or Prosecution for any criminal offense of the Partner(s)/Director(s)/Sole Proprietor etc. of the other Party or If either party commits any misconduct, fraud, cheating, misappropriation or any act lacking in good faith or in the event a material breach of any provision hereof is committed by either party and such breach is not cured within 30 days of notice by other Party.

Effect of Termination:-

- Partner shall promptly return all copies of any unused promotional materials, marketing literature, written information, and reports pertaining to the Products that have been supplied to the Partner by the Company.
- Partner shall cease using the Company's Confidential Information and/or IP. All Confidential Information pertaining to the Company, in the possession of the partner, in whatever form, shall be promptly returned to the Company and/or destroyed to the satisfaction of the Company. The Partner shall inform the Company of such compliance within 15 (fifteen) days of termination of this Agreement.
- Partner shall reimburse the Company on a pro-rata basis on account of any commission if paid in advance by the Company for which the partner did not provide any Proposed Lead/Customer, within 30 (thirty) days of receipt of written notice of termination by the terminating Party.
- Partner agrees not to represent any product in the territory which competes directly or indirectly with the Company's products for at least 2 years post termination of this Agreement.

- The expiration or termination of this Agreement for any reason whatsoever shall not release the Parties from any of its liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. It is further agreed that upon early termination or expiry of the Agreement, the Company will not be under any obligation to terminate its relations with any of the Proposed Leads/Customers obtained through the partner.

13. MISCELLANEOUS

- a) **Notices:** The notices under this Agreement shall be sent by email, courier, fax, or personal delivery according to the contact information listed below, unless either Party has notified the other Party in writing, to change the contact information and the same has been confirmed by the other Party.

<u>For Company</u>	<u>For Partner</u>
<p>Name: KareXpert Technologies Pvt. Ltd. Address: Block A, Unit No.809 08th Floor, Arcadia-I, South City II, Gurgaon-122018, Haryana, India To the attention of: Mrs. Nidhi Jain Email: nidhi.jain@karexpert.com</p>	<p>Name: TareCo Pvt Ltd Address: M-3/3, 1st Floor, Amber Complex, Zone-II, M P Nagar, BHOPAL (MP) 462011 To the attention of: T. Alex John, Director Email: alexjohn@tareco.in Personal Email: TAlexJohn@gmail.com</p>

- b) **Amendment:** Any amendment to the terms and conditions of this Agreement shall not be effective unless in writing, and signed by the authorized representative of the Parties.
- c) **Waiver:** No waiver shall be effective unless it is in writing and signed by the waiving Party. The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- d) **Assignment:** The partner shall not assign any of its rights or obligations under this Agreement without the Company's prior written consent. The Company may assign its rights and obligations to any of its Affiliates or successors without the written consent of the partner.
- e) **Severability:** If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- f) **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
- g) **Force majeure:** Each Party will be excused from performance for any period during which, and to the extent that, such Party is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures. Neither Party shall be liable for failure to perform its obligations under this Agreement to the extent such failure is due to causes beyond its reasonable control. In the event of a force majeure, the Party unable to perform its obligations hereunder, shall notify the other Party in writing of the events creating the force

majeure and the performance obligations of the Parties will be extended by a period of time equal to the length of the delay caused by the force majeure.

- h) Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, understandings, negotiations, and discussions, whether oral or written, express or implied, of the Parties with respect to the subject matter hereof.
- i) Survival:** The rights and obligations of the Parties under this Agreement which by their nature survive the termination of this Agreement shall not be extinguished by termination of this Agreement, including but not limited to Clause 7 (Confidential Obligation), Clause 8 (Intellectual Property Rights), Clause 9 (Indemnification), Clause 10 (b) (Interference With Business), Clause 12 (Termination), Clause 13 (Miscellaneous) and Clause 14 (Governing Law And Dispute Resolution).

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of India and the courts in [Gurugram] shall have exclusive jurisdiction over this Agreement and any issues or claims arising from this Agreement. In the event of any disputes, differences, controversies, and questions directly or indirectly arising at any time hereafter between any of the Parties under, out of, in connection with, or in relation to this Agreement (or the subject matter of this Agreement) including without limitation, all disputes, differences, controversies and questions relating to the validity or interpretation, construction, performance and enforcement of any provision of this Agreement (hereinafter referred to as a "Dispute"), then such Dispute shall in the first instance be resolved amicably by representatives of the Parties.

The Parties agree that if an amicable settlement is not arrived at as above, within 30 (thirty) days of the date of Dispute, any Party shall notify the other Party ("Notice of Dispute") of such Dispute. Within 30 (thirty) days of the issue of a Notice of Dispute, the disputing Parties shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) day period, the High Court of [Punjab and Haryana] shall appoint a sole arbitrator in relation to such Dispute. All pertinent evidence on the subject matter in Dispute shall be made available to the arbitrator appointed as above and each Party shall have the right to present both orally and in writing its arguments and views on the Dispute.

The arbitration tribunal shall also decide on the costs of the arbitration proceedings. The decision of the arbitration tribunal shall be rendered in writing and shall be binding upon the Parties. The costs, charges, and expenses of the arbitration shall be at the discretion of the arbitrator. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be [Gurugram, India] and the arbitration proceedings shall be conducted in the English language. Each Party shall bear its own costs and expenses incurred in connection with the arbitration. The award rendered by the arbitrator shall be final, conclusive, and binding on the Parties hereto. The award shall be enforceable in any court having jurisdiction, subject to the Applicable Laws. Parties hereto agree that their consent for resolution of Disputes through arbitration shall not preclude or restrain either Party from seeking suitable injunctive relief in appropriate circumstances from the competent courts.



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
Company

Signed for and on behalf of
Partner

By:.....
Name: **Mrs. Nidhi Jain**
Title: **Director**

By:.....
Name: **T. Alex John**
Title: **Director**

+91-90691 13330/0124-4084453
www.kareXpert.com
contactus@karexpert.com

SCHEDULE A-SCOPE OF PARTNER

This Scope of work sets forth the terms and conditions pursuant to which the Partner shall provide Services to the company. The Partner shall provide the following services as stated below:-

Partner Type	Scope of Partner
Lead Partner	The partner is responsible for lead generation only and then handing it over to the company

SCHEDULE B-“COMMERCIAL TERMS”

Commented [1]: Please edit the Commercial terms as per Partner requirement and add the further terms as per discussion with the partner. I have mentioned the standard.

It is agreed between the parties that KareXpert shall pay the Commission to the Partner in terms of this agreement subject to conversion of Lead into PO in favor of the company and after receiving payment(s) from the customer.

Partner	Total License Sold old per year	% of Commission	Monthly Targets
Lead Partner	INR. 0.4-INR. 01 Cr.	10% of License Value	<ul style="list-style-type: none">Minimum 1 CXO Demos per month1 Deal closure per QuarterMinimum Deal Value of 10 Lac Revenue
	INR. 1 Cr-03 Cr.	12.5% of License Value	
	Above INR. 3 Cr.	15% of License Value	

Note:-

1. The Company shall make the payment of commission within 15 days of receipt of the invoice by the Partner subject to receiving the payment from the customer.
2. The company shall deduct the applicable Tax before making the payment to the Partner.

SCHEDULE C-NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of **08th day of September, 2023** ("**Effective Date**") by and between

KareXpert Technologies Private Limited, a company organized and existing under the laws of India having its registered office located at Block A, Unit No.809, 08th Floor, Arcadia-I, South City II, Gurgaon-122018, Haryana, India, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns (hereinafter referred as "**Company**" or "**KareXpert**") of the **FIRST PART**,

AND

TareCo Private Limited, a company organized and existing under the laws of India having its registered office located at M-3/3, 1st Floor, Amber Complex, Zone-II, M P Nagar, BHOPAL (MP) 462011, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns (hereinafter referred to as "**Partner**") of the **SECOND PART**.

For the purpose of this Agreement, the Party disclosing the confidential information shall be called the "**Disclosing Party** or **Discloser**" and the Party receiving the confidential information shall be called the "**Receiving Party** or **Recipient**". The Receiving Party and the Disclosing Party are jointly referred to as "**Parties**" and individually as a "**Party**".

Whereas the Parties hereto engage in the mutually beneficial business relationship pursuant to the **Lead Partnership Agreement** where it is necessary for the parties to exchange the Confidential Information (as defined hereunder) to enable the effective services in pursuant to this agreement.

Now, therefore, the Parties agree as follows:

1. **Purpose:** The purpose of this Agreement is to define the Confidentiality Conditions under which Parties will exchange information for the purpose of evaluating potential business relationships together in the Digital Healthcare sector.
2. **Confidential Information:** The information relating to the Discloser's, their Affiliate's and Customer's business, including, without limitation, know-how, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, strategies or any other information disclosed or where such information is reasonably understood to be confidential or proprietary based on the circumstances of Disclosure or the nature of the information itself, whether it is received, accessed or viewed by Recipient in writing, visually, electronically or orally is referred to as "**Confidential Information**" of the Discloser.
 - The Discloser possesses valuable Confidential Information and Intellectual Property rights in respect of its products and its Business (as defined),
 - The Discloser wishes to ensure that the Confidential Information that it discloses to the Recipient is protected and that its Intellectual Property rights are also preserved, and
 - The Recipient acknowledges the Discloser's rights and undertakes to only use the Confidential Information disclosed to it for the Permitted Purpose and undertakes to preserve the Discloser's Intellectual Property rights.
3. **Confidentiality Obligation:** Recipient agrees that it shall **a)** not use any such Confidential Information except for the purpose of this Agreement; **b)** hold the Confidential Information in confidence and shall take all precautions to protect such Confidential Information from unauthorized Discloser including all precautions that the Recipient employs to protect its own confidential material; **c)** not divulge any such Confidential Information to any third party without prior approval of the Discloser; **d)** not copy or reverse engineer any such Confidential Information and **e)** use best effort to limit the dissemination of the information to such of its

KareXpert Technologies Private Limited

Block A, Unit No.809,08th floor, Arcadia-I, South City II, Gurugram- 122018, Haryana, India
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employees/ associates/representatives who reasonably need to know such Confidential Information. Such employees will also be bound by this Agreement.

Confidential Information shall not include any information which:

(a) was rightfully known to the Recipient prior to the time of disclosures by Discloser and not subject to restriction; (b) is available or becomes generally available to the public other than through a breach of this Agreement by each party; (c) is acquired or received rightfully and without confidential limitation by each party from a third party; (d) is independently developed by each party without breach of this Agreement; or (e) is required to be disclosed by court order or applicable law; provided that Discloser gives reasonable notice of such order or law and an opportunity to oppose and/or attempt to limit such Disclosure. If the Discloser is unable to obtain a protective order or other appropriate remedy with respect to the Disclosure of Confidential Information, then the Recipient will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

4. **Survival, Exception & Return:-** This Agreement will be valid for a period of five (5) years from the date of its signing by the last party. However, if a party wishes to terminate, this Agreement may be terminated upon 30 days written notice by either party. However, the Confidentiality obligation under this Agreement shall survive for perpetuity upon the termination of this agreement. The Recipient may make Disclosures to the extent required by law, or by order of any court or regulatory body, provided the Recipient promptly notifies the Discloser in writing about such requirement to disclose.

Upon request, the recipient will return to Discloser any Confidential Information under its possession or control and/or destroy all documents or media containing any such Confidential Information. If requested, the Recipient will have an officer certify compliance with this provision, provided that the Recipient may retain a copy of Confidential Information to the extent necessary to meet any statutory requirements.

5. **Disclaimer:** Recipient acknowledges that the exchange of Confidential Information pursuant to this Agreement shall not constitute an offer, acceptance, or promise to enter into or amend any other contract.

To the extent permitted by law, Confidential Information is disclosed on an "As-Is" basis, without any express or implied warranties and in particular, without any limitation, as to fitness for the intended Purpose.

The ownership of all intellectual property rights (IPRs) in the Confidential Information disclosed hereunder shall remain with its original owner and no grant of license or conveyance of any IPRs in such Confidential Information is to be implied from the exchange or sharing of any such information under this Agreement.

6. **Injunctive Relief:** Recipient acknowledges that due to the unique nature of the Discloser's Confidential Information, any breach of its obligations hereunder will result in irreparable harm to the Discloser, and therefore, upon any such breach or threat thereof, the Discloser shall be entitled to appropriate equitable relief including the relief of injunction and/or specific performance, in addition to any other remedies available at law.

7. **General:**

- i. This Agreement shall be governed by and construed in accordance with the laws of India and the courts in [Gurugram] shall have exclusive jurisdiction over this Agreement and any issues or claims arising from this Agreement. In the event of any disputes, differences, controversies, and questions directly or indirectly arising at any time hereafter between any of the Parties under, out of, in connection with, or in relation to this Agreement (or the subject matter of this Agreement) including without limitation, all disputes, differences, controversies and questions relating to the validity or interpretation, construction, performance and enforcement of any provision of this Agreement (hereinafter referred to as a "Dispute"), then such Dispute shall in

the first instance be resolved amicably by representatives of the Parties. The Parties agree that if an amicable settlement is not arrived at as above, within 30 (thirty) days of the date of Dispute, any Party shall notify the other Party ("Notice of Dispute") of such Dispute. Within 30 (thirty) days of the issue of a Notice of Dispute, the disputing Parties shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) day period, the High Court of [Punjab and Haryana] shall appoint a sole arbitrator in relation to such Dispute. All pertinent evidence on the subject matter in Dispute shall be made available to the arbitrator appointed as above and each Party shall have the right to present both orally and in writing its arguments and views on the Dispute. The arbitration tribunal shall also decide on the costs of the arbitration proceedings. The decision of the arbitration tribunal shall be rendered in writing and shall be binding upon the Parties. The costs, charges, and expenses of the arbitration shall be at the discretion of the arbitrator. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be [Gurugram, India] and the arbitration proceedings shall be conducted in the English language. Each Party shall bear its own costs and expenses incurred in connection with the arbitration. The award rendered by the arbitrator shall be final, conclusive, and binding on the Parties hereto. The award shall be enforceable in any court having jurisdiction, subject to the Applicable Laws. Parties hereto agree that their consent for resolution of Disputes through arbitration shall not preclude or restrain either Party from seeking suitable injunctive relief in appropriate circumstances from the competent courts.

- ii. Neither party may assign or transfer any rights or obligations arising out of this Agreement without the prior written consent of the other party.
- iii. No failure or delay in enforcing any right will be deemed a waiver unless made in writing and signed by a duly authorized representative of such Party.
- iv. Any notice under this Agreement shall be in writing and shall be sent to the registered addresses of the parties and email ID of Authorised Signatories of the Parties specified in the Agreement.
- v. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative of both Parties.
- vi. This Agreement constitutes the entire agreement relating to the exchange of Confidential information between the Parties and supersedes all prior discussions or agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
Company

Signed for and on behalf of
Partner

By:.....
Name: Mrs. Nidhi Jain
Title: Director

By:.....
Name: T. Alex John
Title: Director