



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.

: IN-DL43540160501788T

Certificate Issued Date

: 29-Oct-2021 12:25 PM

Account Reference

: SELFPRINT (PU)/ dl-sell/ NEHRU/ DL-DLH

Unique Doc. Reference

: SUBIN-DL DL-SELF81747120508568T

Purchased by

: HEROX PRIVATE LIMITED DEEWAN

Description of Document

: Article 5 General Agreement

Property Description

: TRAINING PARTNER AGREEMENT BETWEEN HEROX PRIVATE LIMITED AND ADITYA EDUCATIONAL INSTITUTIONS

Consideration Price (Rs.)

: 0  
(Zero)

First Party

: HEROX PRIVATE LIMITED

Second Party

: ADITYA EDUCATIONAL INSTITUTIONS

Stamp Duty Paid By

: HEROX PRIVATE LIMITED

Stamp Duty Amount(Rs.)

: 100  
(One Hundred only)



SELF PRINTED CERTIFICATE  
TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line.....

*[Signature]*

*[Signature]*

## Training Partner Agreement

This Training Partner Agreement (Hereinafter "Agreement") is made and entered at New Delhi on this 21st day of October, 2021 (The "Effective Date")

By and Between

**HeroX Private Limited** (Hereinafter "Hero Vired" or "Training Partner") a company incorporated under the Companies Act 2013 and having its registered office at 5th floor, 503, Rectangle 1, D-4, Saket District Centre, New Delhi – 110017 (India) which includes its successors and permitted assigns, through Sri Krishnan Vaidyanathan, Vice President, HeroVired.

AND

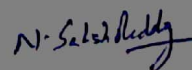
**Aditya Educational Institutions** (Hereinafter "AEI") a company incorporated under Companies Act having its Registered Office at Srinagar, Kakinada-533003 Andhra Pradesh, which includes its affiliates and subsidiaries namely 1) Aditya Engineering College (Autonomous) 2. Aditya College Of Engineering And Technology And 3) Aditya College of Engineering, successors and permitted assigns Represented by Aditya Educational Institutions through Dr. N Satish Reddy, Vice-Chairman, Aditya Educational Institutions

Hero Vired and AEI are hereinafter referred to individually as a "Party" and collectively as the "Parties".

### RECITALS

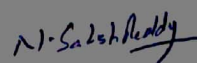
- A. WHEREAS Hero Vired is a learning company that is engaged in offering industry relevant high-impact online certification and degree programs. Hero Vired aims to give learners the knowledge, skills, and expertise through deeply engaged and holistic experiences, closely mapped with industry to empower them to transform their aspirations into reality.
- B. WHEREAS AEI is in the business of Education;
- C. WHEREAS AEI has approached Hero Vired for educational training requirements for its designated students or employees.
- D. WHEREAS Hero Vired has the necessary skill and expertise to offer said training and certifications services more specifically defined and agreed in this Agreement and is willing to provide said training to designated members of AEI;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and undertakings set forth below, and other good and valuable consideration exchanged by the parties, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:



1. **DEFINITIONS**

- 1.1. "Agreement" means, collectively, this Agreement, any schedules, addendums, amendments under this Agreement.
- 1.2. "Force Majeure" includes fires, explosions, lightning, windstorm, hurricane, tornadoes, earthquakes, vandalism, theft, accidents, acts of war or breaches of the peace, terrorist acts, riots, civil disturbances, labor disturbances, strikes, lockouts, governmental regulations or interference, or any similar or dissimilar causes beyond the reasonable control of any Party.
- 1.3. "Intellectual Property" or "IP" shall mean and include ideas, concepts, creations, discoveries, inventions, patents, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, synthesis protocol, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, proprietary techniques, research projects, copyright, designs, and other confidential and proprietary information, databases, data, documents, instruction manuals, records, audio lectures, video lectures, memoranda, notes, user guides, in either printed or machine-readable form, Training Module, Training Materials, content on the Platform whether or not copyrightable or patentable or protectable under any other Intellectual Property law, or any written or verbal instructions or comments.
- 1.4. "Intellectual Property Rights" or "IPR" shall mean and include: (i) all rights, title, and interest under any statute or under applicable law including patent rights; copyrights including moral rights; and any similar rights in respect of the Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in the Intellectual Property anywhere in the world; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.
- 1.5. "Learner" means anyone who is enrolled in any course or program offered on the Platform and agrees to the Terms of Use on [www.herovired.com](http://www.herovired.com) including designated AEI's students, employees or staff who are engaged through partnership with AEI under this Agreement.
- 1.6. "Platform" means and includes website [www.herovired.com](http://www.herovired.com), internal learning management system, VLearn, msite or any other digital platform or medium through which Hero Vired provides its online learning facility to its Learners and partners.
- 1.7. "Training" means virtual skilling program on technologies like 1.Full Stack Development 2 Data science, AI and ML delivered by Hero Vired through their VLEARN Platform, and this is largely instructor led.
- 1.8. "Training Materials" means text, photographs, slides, graphics, drawings, artwork, audio, video, email lists or information contained in any database, template, message, audio, or any other form of audio or visual effect in any media, test questions, Assignments, Projects now or



hereinafter provided or used by Hero Vired, its licensors, including without limitation the content contained on web sites which are accessible via hyperlinks placed within such training materials to the Hero Vired Platform.

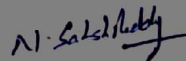
1.9. "Training Module" shall mean curriculum as more specifically stated in Schedule B.

2. SCOPE OF TRAINING AND PLACEMENT ASSISTANCE

2.1. Hero Vired shall provide Training Services to the designated Learners of AEI as more specifically stated in Schedule A of this Agreement.

The training services will include:

- a. Virtual training through V-Learn Platform
  - b. instructor-led remote training ("virtual classroom training");
  - c. on demand prerecorded audio/video sessions available over the internet ("on demand training"); and
  - d. Placement services
  - e. Upon completion of the Training, Hero Vired shall issue certificates to Learner subject to certifications terms applicable to the Learners. In the event any Learner does not meet the criteria for certification, Hero Vired shall not be liable to provide any certificate.
  - f. AEI shall provide such support and cooperation as may be required by Hero Vired for the performance of this Agreement.
- 2.2. AEI shall timely notify the list of Learners for each training sessions and ensure that each of its Learners conduct themselves professionally.
- 2.3. AEI acknowledges that each of its Learner will be governed by Hero Vired general terms and conditions which governs its courses, programs and said Training and Hero Vired reserves the right to take such action as may be required in the event of any violation of such terms and conditions by AEI or any of its Learner. All Learners designated by AEI for the Training must have any minimum qualification requirement as may be specified by Hero Vired from time to time.
- 2.4. Training services shall be provided by Hero Vired in a professional manner and within time lines agreed except where such delays are due to Force Majeure events or delay on the part of AEI.
- 2.5. AEI Learners must conduct themselves appropriately during the course of any Training and in their interaction with Hero Vired, Learners, employees, agents, representatives, or faculty staff. In the event of any reported incident of breach of this term, Hero Vired shall be entitled to forthwith restrict access, dismiss, cancel enrolment in Training of such Learner without incurring any liability and no claims in that respect shall be maintainable. Hero Vired shall have no obligation to provide a refund or certification to such Learner.
- 2.6. AEI shall ensure that each AEI Learner shall comply with confidentiality obligations as set out in this Agreement and they shall in no manner disclose, disseminate, transfer, transmit any content including but not limited to Training Materials, exam questions, audio or video lectures, received by them during the course of Training. For any breach of this term AEI shall be jointly and severally liable to Hero Vired.



2.7. Hero Vired shall also provide placement assistance to AEI Learners. AEI acknowledges that Hero Vired does not guarantee placement and that the said assistance shall be subject to Placement Assistance Program T&C made available to AEI and its Learners by Hero Vired.

2.8. Upon full payment of the applicable fee, as per this Agreement, Hero Vired shall allow a non-exclusive, individual, nontransferable, personal and limited access to Training and Training Module for non-commercial purposes only. Learners shall not be allowed to copy or print or reproduce any Training Materials or any content including IP of Hero Vired except as may be permitted under the Training Module.

3. **RIGHT OF FIRST REFUSAL**

For any future learning or training requirements of AEI for its students, employees or staff or consultants, AEI agrees that it shall offer Hero Vired first right of refusal and if Hero Vired is able to meet the training requirements of AEI, AEI and hero Vired shall enter into definitive agreements to further such requirements on mutually agreed terms.

4. **FEE AND PAYMENT TERMS**

4.1. AEI agrees to pay to Hero Vired Fee towards the Training services as stated in Schedule A. Fee shall be payable in full 15 days in advance before commencement of any Training program. Hero Vired shall not be required to start any Training until it has received the Fee in full and shall not be liable for any delay or damage caused to AEI or its Learners as a consequence of such non-payment of Fee by AEI. Any Fee paid by AEI under this Agreement is non-refundable and AEI shall not be entitled to cancel any training unless agreed mutually between the Parties.

4.2. Fee is exclusive of all taxes, duty, levy or charge of any nature or by whatsoever nomenclature, called, applicable at the time of execution of this Agreement, including GST, VAT etc. All payments shall be subject to deduction of applicable withholding taxes (TDS). AEI shall provide the TDS certificate to Hero Vired within applicable timelines prescribed by Income Tax Laws.

5. **TAXES**

5.1. Each Party shall bear exclusive responsibility for the discharge of its respective Tax liability including without limitation payment of any income tax or other relevant taxes in relation to the payments made to them in accordance with the terms of this Agreement.

5.2. AEI agrees to remit applicable Goods and Service Tax ('GST') to the appropriate tax authority within the time specified in the applicable law. AEI also agrees to make the GST payment against the appropriate GST TIN Number of Hero Vired.

5.3. Any change in taxation laws, in force for the time being, would warrant Parties to take cognizance thereof and revisit the terms of business, such that no Party is unduly jeopardized by the burden of such change. The implications on performance of services and other terms would be perceived and agreed to through mutual discussions in a time bound manner.

6. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

*VBK*

*At Sahasrabudhy*

Each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (b) it has the corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (c) its execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and this Agreement has been duly and validly executed on its behalf; and (d) this Agreement constitutes a valid and binding agreement between the Parties, as applicable, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally, and principles of equity generally applied.

7. DISCLAIMER

ALL SERVICES, TRAINING MODULE OR MATERIALS OR OTHER INFORMATION PROVIDED BY HERO VIRED UNDER THIS AGREEMENT ARE FURNISHED ON AN "AS-IS" BASIS. HERO VIRED MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM STATUTE INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. HERO VIRED MAKES NO WARRANTY AS TO ANY RESULTS TO BE ATTAINED BY RECEIVING THE TRAINING, ATTENDING THE TRAINING, RECEIVING CERTIFICATION OR USING THE MATERIALS PROVIDED HEREUNDER.

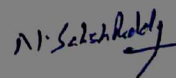
8. CONFIDENTIALITY

"Confidential Information" means all information relating to a Party's products, services, trade secrets, technical information, marketing plans, recruitment processes, customers, personnel information, financial data, proprietary information, exam questions business forecasts and strategies, transactions, computer programs, manuals, technical drawings, business contacts, employee and contractor information, proprietary processes, ideas, inventions, (whether patentable or not), that is disclosed to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") in any manner" and to which the Receiving Party has access to under this Agreement and which is not available in public domain. Confidential Information shall be the property of the Disclosing Party.

Receiving Party is prohibited to disclose any Confidential Information, except to its Learners or employees on need to know basis under similar obligation of confidentiality as in this Agreement.

Any disclosure to be made pursuant to applicable laws or requirement by a court order or any other body must be notified by the Receiving Party to the Disclosing Party in advance and assist Disclosing party to obtain injunction or protective order against such disclosures. If no protective order is obtained, then Receiving Party should only disclose information to the extent required by such notice.

Confidential Information shall not include information:



Each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (b) it has the corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (c) its execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and this Agreement has been duly and validly executed on its behalf; and (d) this Agreement constitutes a valid and binding agreement between the Parties, as applicable, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally, and principles of equity generally applied.

7. **DISCLAIMER**

ALL SERVICES, TRAINING MODULE OR MATERIALS OR OTHER INFORMATION PROVIDED BY HERO VIRED UNDER THIS AGREEMENT ARE FURNISHED ON AN "AS-IS" BASIS. HERO VIRED MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM STATUTE INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. HERO VIRED MAKES NO WARRANTY AS TO ANY RESULTS TO BE ATTAINED BY RECEIVING THE TRAINING, ATTENDING THE TRAINING, RECEIVING CERTIFICATION OR USING THE MATERIALS PROVIDED HEREUNDER.

8. **CONFIDENTIALITY**

"Confidential Information" means all information relating to a Party's products, services, trade secrets, technical information, marketing plans, recruitment processes, customers, personnel information, financial data, proprietary information, exam questions business forecasts and strategies, transactions, computer programs, manuals, technical drawings, business contacts, employee and contractor information, proprietary processes, ideas, inventions, (whether patentable or not), that is disclosed to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") in any manner" and to which the Receiving Party has access to under this Agreement and which is not available in public domain. Confidential Information shall be the property of the Disclosing Party.

Receiving Party is prohibited to disclose any Confidential Information, except to its Learners or employees on need to know basis under similar obligation of confidentiality as in this Agreement.

Any disclosure to be made pursuant to applicable laws or requirement by a court order or any other body must be notified by the Receiving Party to the Disclosing Party in advance and assist Disclosing party to obtain injunction or protective order against such disclosures. If no protective order is obtained, then Receiving Party should only disclose information to the extent required by such notice.

Confidential Information shall not include information:

*N. Sathya*

*V. Sathya*

- (a) that is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its representatives, agents, affiliates or subsidiaries (or the representatives or agents of such affiliates or subsidiaries); or
- (b) that can be proven by the Receiving Party to have been lawfully in the receiving Party's possession or knowledge prior to any disclosure by the disclosing Party.

## 9. PROPRIETARY RIGHTS

Hero Vired is the sole and exclusive owner of and retains any and all Intellectual Property Rights in the IP, Training services, Training Materials, Training Module including any documentation, data, technical information and know-how provided to AEI or its Learners.

AEI agrees that it shall not and shall ensure that its Learners shall not copy, broadcast, distribute, download, store (in any medium), transmit, create adaptive work, publish change in any way the IP, including but not limited to Training Material, Training Module content, content on the Platform. AEI and its Learners are prohibited to use, modify, publish, transmit, participate in the transfer or sale of, reproduce, pledge, sub-license, rent, assign, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the Materials in whole or in part except as expressly permitted under this Agreement.

All the Materials are only for personal, non-commercial, educational and informative use. Any use in violation of terms hereof will constitute infringement of Hero Vired's IPR and shall entitle Hero Vired to immediately terminate this Agreement without incurring any liability including initiating actions for legal remedies available.

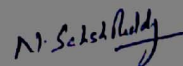
In addition to the aforesaid and materials or contents conceived, prepared, or published by Hero Vired and AEI jointly for the purposes of this Agreement shall be sole and exclusive property of Hero Vired and AEI or its representatives assigns all IPRs in such jointly developed materials or content and further agrees that neither AEI nor any one acting on its behalf shall claim any IPR in such works.

## 10. INDEMNITY

AEI agrees to indemnify, defend and hold harmless Hero Vired, its Directors, Officers, employees, representatives, agents, or faculty members against any loss, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims due to breach of the terms of this Agreement, violation of any code of conduct applicable to AEI and/or Learners, bodily injury including any third party claims arising due to acts or omissions of AEI or its Learners, including any claims due to violation of applicable laws by AEI or its Learners.

## 11. LIMITATION OF LIABILITY

IN NO EVENT WILL THE AGGREGATE LIABILITY OF HERO VIREDD IN ANY ACTION OR PROCEEDING EXCEED THE GREATER OF THE 100% PERCENT OF THE TOTAL AMOUNT PAID TO HERO VIREDD BY AEI DURING THE PERIOD PRECEDING THE DATE ON WHICH ANY CLAIM ARISES. THE AGGREGATE LIABILITY OF AEI SHALL NOT EXCEED ANY FEE DUE AND PAYABLE TO HERO VIREDD ON THE DATE ON WHICH ANY CLAIM ARISES.



UNDER NO CIRCUMSTANCES WILL HERO VIRED BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, USE OF OR RELIANCE ON THE SERVICES PROVIDED HEREUNDER, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

## 12. EQUITABLE RELIEFS

Without prejudice to any rights or remedies, including damages, Hero Vired may have against AEI, AEI acknowledges and agrees that damages would not be an adequate remedy for any breach by AEI or its Learners of the provisions of this Agreement and related terms and conditions as referred to in this Agreement and that Hero Vired shall be entitled to remedies of injunction and specific performance (or their equivalent in any jurisdiction) for any threatened or actual breach of this Agreement and that no proof of special damages shall be necessary for the enforcement of this remedy.

## 13. TERM AND TERMINATION

### 13.1. Term:

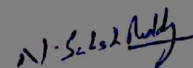
The term of this Agreement will be 21<sup>st</sup> October 2021 from the Effective Date, subject to renewal by mutual written consent of the Parties or termination as per the provisions of this Agreement.

### 13.2. Termination:

Each Party shall have the right to terminate this Agreement forthwith, by notice in writing to the other Party upon the occurrence of any of the following events:

- a. If the other Party commits any breach of any of the terms and conditions of this Agreement and in case such breach is capable of being cured, such other Party has failed to cure it within a period of 30 (thirty) days from the date of notice;
- b. if the other Party: (a) voluntarily becomes the subject of a bankruptcy, insolvency or similar proceeding, or (b) makes a composition with its creditors generally, or (c) if a receiver or administrator or trustee is appointed to take possession of the business or properties or undertaking of such Party, or (d) if such Party ceases to carry on its business for a period of 60 (sixty) days as presently conducted;
- c. a Party is dissolved or ceases to function as going concern;
- d. if there occurs any change in the control of a Party without prior written approval of the other Party;
- e. a Party does any fraudulent act or there is a suspicion of fraud against a Party;

- 13.3. Either Party shall be entitled to terminate this Agreement with or without cause at any time by serving a 60 (sixty) days' notice in writing to the other Party. Such termination will take effect on the expiry of the said 60 (sixty) day period. Notwithstanding the aforesaid, if AEI terminates this Agreement without reason or Hero Vired terminates due to any breach of the terms by AEI or



any of its Learners, AEI shall be liable to pay any fee or amounts due for confirmed and/or ongoing Trainings and/or Hero Vired shall be entitled to forfeit any fee received in advance towards reasonable losses incurred due to such termination.

- 13.4. Hero Vired shall have the right to terminate this Agreement forthwith, by notice in writing to the AEI, if there occurs any material breach, by AEI or any of its Learners, of the terms of this Agreement.

13.5. Consequences of Termination

Termination of this Agreement shall be without prejudice to any other rights or remedies that either Party may have at law or in equity as a result of the other Party's breach of this Agreement and all accrued obligations of the Parties would have to be fulfilled.

- 13.6. Upon termination of this Agreement for any reason:

- a. Both Parties shall undertake to settle all outstanding charges/ payments within 30 (thirty) days of the termination taking effect;
- b. All Confidential Information issued by the Parties from time to time in respect of this Agreement shall be returned to the other or destroyed by each of the Parties.

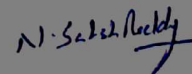
14. BRAND USE AND PRESS RELEASE

Hero Vired is hereby allowed to make a press release/public announcement in connection with collaboration contemplated herein. AEI agrees to cooperate and participate with Hero Vired and approve related content promptly. In furtherance thereto AEI grants to Hero Vired non-exclusive, worldwide, royalty free license to use AEI trademarks/brand name/logo ("Trademark") for marketing and promotional purposes including but not limited to usage of said Trademark in online platforms and offline medium, social media, press release etc. as per the brand use guideline of AEI singly and/or in combination with Hero Vired trademark/brand name. AEI acknowledges that such consent shall not be required where any publication or related information is required under law, by regulator or courts or tribunals, including auditors or professional advisors. Each Party remains the absolute owner of respective trademark, brand name, logos, patent, trade secret or copyright.

15. GENERAL TERMS

- 15.1. ENTIRE AGREEMENT: This Agreement together with Schedule constitutes the entire agreement and understanding between the Parties, and supersedes any and all other previous agreements, arrangements and/or understandings (whether written or oral) between the Parties regarding the subject matter and related services of this Agreement.

- 15.2. ASSIGNMENT AND SUBCONTRACTING: Neither Party may wholly or partially assign, subcontract, transfer or pledge its rights and/or obligations, whether wholly or in part, under this Agreement to any third party, without the prior written consent of the other Party, except that either Party may wholly or partly assign its rights and obligations under this Agreement to any party that is a



subsidiary of such assigning party, or is part of the same group of companies as, or held by the ultimate majority shareholders with the prior consent of the other Party. The Parties undertake to notify the other Party immediately about such assignment.

- 15.3. RELATIONSHIP: Hero Vired and AEI are independent principals. This Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize a Party to enter into any commitment or agreement binding on the other. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.
- 15.4. NON-COMPETITION: AEI agrees not to sell, market, distribute or offer any products or services, either directly or indirectly during the Term of this Agreement and one year thereafter that competes in any way with the products or services offered under this Agreement. AEI represents and warrants that its directors, officers, employees, shareholders and agents are aware of this non-compete obligation and will comply fully with its terms.
- 15.5. NON SOLICITATION: AEI agrees that for the validity of the Agreement, and for a period of two (2) years from the date of termination or expiry of this Agreement, it shall not, either directly or indirectly, solicit, induce or encourage any employee(s), faculty, staff or consultant(s) of Hero Vired to terminate their employment or engagement with Hero Vired nor shall AEI cooperate with any other in doing or attempting to do so. As used herein, the term 'solicit, induce or encourage' includes, but is not limited to (a) initiating communications with an employee, faculty, staff or consultant relating to possible employment/engagement, and/or (b) offering bonuses or additional compensation to encourage them to terminate their employment/engagement with and accept employment/engagement with a competitor, supplier or customer of AEI. General advertising of positions and other general means of recruitment shall not be considered solicitation; and AEI shall not be restricted from responding to unsolicited applicants who are engaged with Hero Vired.
- 15.6. NOTICES: Any notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified below or such other address as either Party may notify to the other from time to time in accordance with this Clause. Any notice shall be treated as having been served; (i) on delivery if delivered by hand; (ii) four (4) Business Days after posting if sent by pre-paid first class post; (iii) on completion of transmission if sent by facsimile and (iv) in the case of e-mail, on the date the e-mail is sent, provided receipt is duly confirmed or acknowledged by the other Party.

To,  
Hero Vired  
Address: As above  
Email ID: sk@herovired.com

To,  
AEI

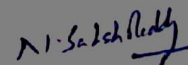
*Handwritten signature*

*Handwritten signature*

Address: As above

Email ID: satish@aditya.ac.in

- 15.7. FORCE MAJEURE EVENT: Neither Party shall be liable to the other Party for any failure to perform any of its obligations under the pendency of this Agreement which is caused due to a Force Majeure Event. In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure Event. The delayed Party's time for performance shall be excused for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than 30 (thirty) Business Days, the other Party may terminate this Agreement by giving written notice to the delayed party.
- 15.8. NO WAIVER: The failure of either Party to enforce or to exercise any term of this Agreement does not constitute a waiver of such term and shall in no way affect that Party's right later to enforce or to exercise the term in question.
- 15.9. STAMP DUTY: Any stamp duty payable on this document shall be mutually borne by the Parties.
- 15.10. SEVERABILITY: The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Agreement shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right, which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.
- 15.11. AMENDMENTS: No variation of, or amendment to, this Agreement shall bind either Party unless it is made in writing and signed by authorized representatives of both Parties.
- 15.12. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:
- a) Agreement shall be governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Court of New Delhi, India
  - b) In case of any dispute or differences arising between the Parties in relation to or in connection with this Agreement ("Dispute"), the Parties shall make an attempt to resolve the matter in the first instances by joint discussion of Parties designated representatives. The representatives will attempt to resolve the Dispute within thirty (30) Business Days of being disputed.
  - c) The Dispute resolution process under above Clause will be through referral to the following tiers:
  - d) In the first instance, to the representatives of each Party;
  - e) In the second instance, to the Chief Executive Officer (CEO) of each Party;
  - f) If the Dispute is not amicably resolved within thirty (30) Business Days of the first written notice of the Dispute from either Party to the other Party, then the Dispute may be referred to arbitration by either Party. The arbitration proceedings to be conducted by a Sole Arbitrator who shall be appointed by the Parties' mutual consent. If the Parties cannot mutually agree with regards to appointment of the Sole Arbitrator within thirty (30) Business Days from the date the Dispute has been referred for arbitration, then each Party shall appoint one (1) Arbitrator and so appointed Arbitrators shall appoint third Arbitrator as per the Arbitration and Conciliation Act, 1996 and amendment thereof. The Arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the rules framed thereunder and the seat of such Arbitration proceedings shall be at New



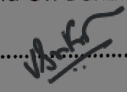
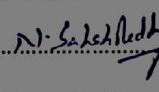
Delhi and the proceedings of the Arbitration Court shall be in English language only. The award of the arbitrator shall be final and binding on the parties.

15.13. SURVIVAL AND SEVERABILITY: The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both Parties. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event, the enforceability of the remainder of this Agreement will not be affected.

15.14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, whether signed originally or reproduced by facsimile, each of which will be deemed to be an original, and all of which will constitute one and the same instrument.

15.15. ELECTRONIC SIGNATURE: This Agreement may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and binding upon the Parties. If this Agreement shall be executed electronically, the best evidence of this Agreement shall be a copy of this Agreement bearing an electronic signature, in portable document format (.pdf) form, or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

<b>For and On Behalf of HeroX Private Limited</b>  Name: Srikrishnan Vaidyanathan Designation: Vice President	<b>For and On Behalf of AEI</b>  Name: Dr. N. Satish Reddy Designation: Vice Chairman
Witness:   Name: Place:	Witness:   Name: Place:

## SCHEDULE A

1. **Number of Batches:**As mutually agreed between the parties
2. **Number of Learner:** 150 to start with on the date of the Agreement. New Learners may be enrolled basis mutual discussion between Parties.
3. **Timeline for each Batch:** As mutually agreed between the parties
4. **Fee per Learner:**
  - a. **Actual Cost per Learner is INR 70,000 + Applicable taxes and GST**
  - b. **Special Offer for AEI Learners by Hero Vired:** INR 54,000 + Applicable taxes and GST to be payable by AEI as per the term of this Agreement to Hero Vired in advance.
  - c. In view of the collaboration with AEI, Hero Vired shall also extend and bear the cost of special Scholarship of INR 16,000 subject to applicable TDS per eligible AEI Learner enrolling for the program under this Agreement.
  - d. **Total Fee Payable by AEI in advance on or before November 30, 2021:**
    - *As per actual fee in point 4a.:* Number of AEI Learner in point 2 above X INR 70,000 + Applicable taxes and GST
    - *As per special offer in point 4b:* Number of AEI Learner in point 2 above X INR 54,000 + Applicable taxes and GST.
    - *Total Fee Payable by AEI – INR 81,00,000 +Applicable taxes and GST for 150 learners and subject to change as per total no of learners registering for the program.*

Verkauf

N1. Salsashreddy