



SRM
UNIVERSITY
DELHI-NCR, SONEPAT

Ref. no- SRMUH/CER/RO/IMO/0733

Date:- 02 April 2024

Office of the Registrar,
SRM University Delhi-NCR, Sonapat

Subject: Appointment of Co-PI in the consultancy project titled "Comparative In vitro Anti-Bacterial Activity of Ozenoxacin" sponsored by Walter Bushnell Enterprises Pvt. Ltd, Mumbai

Dear Prof. Renu Choudhary and Dr. Anjali Priyadarshini,

I am glad to inform you that you both have been included as the Co-PI in the consultancy project titled "Comparative In vitro Anti-Bacterial Activity of Ozenoxacin" sponsored by Walter Bushnell Enterprises Private Limited, Mumbai (as per the agreement executed on 21st March 2024). Considering your experience in similar projects, you are considered as Co-Investigators in this industry consultancy project for timely completion of the project with no additional cost.

With best regards,

Prof. V. Samuel Raj
Registrar & Dean Academics

REGISTRAR
SRM University, Delhi-NCR Sonapat,
Plot no. 39, R.G.E.C., P.S. Rai,
Sonapat (HR.)- 131029

SRM University Delhi-NCR, Sonapat

(Established under Haryana Private Universities Act 2006 as amended by Act no.8 of 2013)
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प्रधान मुद्रांक कार्यालय, मुंबई
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19 MAR 2024
सक्षम अधिकारी

श्रीम.एल.एस. संगठनी

SERVICES AGREEMENT FOR INVITRO STUDIES

This Services Agreement for In-vitro Studies ("the Agreement") is signed, executed on this 21st day of March, 2024 ("the Effective Date")

BY AND BETWEEN

Walter Bushnell Enterprises Private Limited, a private company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, G-3 Plot- 23, Apeejay Chambers, Wallace street, New Excelsior Cinema, Fort, Mumbai - 400001, Maharashtra, India, acting through its director, Mr. Prabhudas Kalidas Gohil, who has been legally and validly authorized to sign and execute the Agreement for and on behalf of the Company vide a resolution passed in the meeting of the Board of Directors (hereinafter referred to as "**SPONSOR**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its Affiliates, permitted assignees & successors-in-interest) of the **FIRST PART**;

AND

SRM University (Delhi NCR, Sonapat) (SRMUH), a private university incorporated and established under the Haryana Private Universities Act, 2006, having its address at 39, Rajiv Gandhi Education City, Delhi-NCR, Sonapat - 131029, Haryana, India, acting

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through its Registrar & Dean Academic Affairs & Director (C4D), **Prof. V. Samuel Raj** (hereinafter referred to as "**UNIVERSITY**", which expression, unless repugnant to the subject or context therein, shall mean and include its Affiliates, permitted assignees & successors-in-interest) of the **SECOND PART**.

SPONSOR and **UNIVERSITY** may hereinafter be referred to collectively as "**Parties**" and individually as a "**Party**".

RECITALS:

WHEREAS;

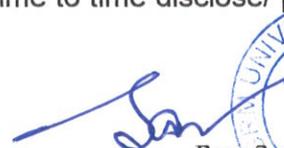
- i. SPONSOR is a pharmaceutical company engaged *inter alia* in the business of developing, manufacturing, selling and marketing of various active pharmaceutical ingredients and pharmaceutical drugs in finished dosage forms.
- ii. The UNIVERSITY is *inter alia* in providing research & development services, including conducting in-vitro/lab studies for the pharmaceutical industry.
- iii. The SPONSOR now wishes to engage UNIVERSITY on a non-exclusive basis for providing the Services (*as defined below*) contemplated under this Agreement, subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the Parties agree as follows:

1. DEFINITIONS

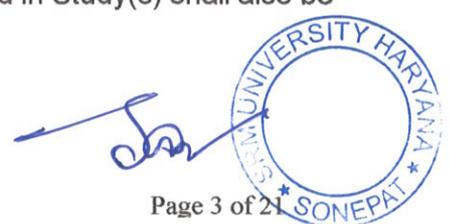
- 1.1 "**Affiliate**" means, when associated with SPONSOR under this Agreement, any entity which controls, is controlled by, or is under common control with, SPONSOR. In this context, the term "Control" shall mean any one of the following: (1) ownership by one entity, directly or indirectly, of at least fifty (50%) of the voting stock or voting power in such other entity; or (2) power of one entity to direct the management or policies of such other entity, by contract or otherwise; or (3) common Board of Management. "Affiliate" in case of the UNIVERSITY, shall mean its group companies/entities, parent/holding company/entities and sister concerns.
- 1.2 "**Applicable Laws**" shall mean all laws, ordinances, rules and regulations in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter, including any revisions, amendments or re-enactments (including without limitation, rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities), as may be in force and effect during the subsistence of this Agreement, applicable to the Services provided hereunder or any aspect thereof and the obligations of the Parties, as the context requires under this Agreement, including, without limitation, (i) the Drugs and Cosmetics Act, 1940; (ii) the current Good Laboratory Practices Guidelines; and all applicable guidelines issued/promulgated by the Regulatory Authorities.
- 1.3 "**Business Day**" means a day that is not a public holiday in India as declared by the Government of India.
- 1.4 "**Confidential Information**" shall mean all such non-public information that a Party or its Affiliate ("**Disclosing Party**") may from time to time disclose/ provide

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to the other Party or its Affiliates ("**Receiving Party**"), whether, orally or in writing, physical or in visual / machine readable form, including but not limited to

- a. the unpublished technical information like Study data, findings, reports and conclusion, etc.
 - b. any and all material information, ideas, documents, concepts, operations, application(s) or its contents, patents, patents applications, research, product plans, products, developments, innovations, drawings, activities, specifications, designs, inventions, know how, discoveries, techniques, processes, plant diagrams, engineering, formulae, markets, regulatory information, medical reports, clinical data and analysis, reagents, cell lines, biological materials, chemical formulas, business plans, strategies, agreements with third parties, services, customers, marketing, pricing, proposals, finances, computer data and/or programme, records, customer or client products, customer or client lists, customer or client databases, attorney-work product, intellectual property, training and recruiting procedures, accounting procedures, the status and content of Disclosing Party's contracts with its customers and clients, either Party's business philosophy and servicing methods and techniques at any time used, developed, or investigated by the Disclosing Party, development, commercialization and other activities of the Disclosing Party, trade secrets, tactical, scientific, statistical, commercial or technical information of any kind (whether in existence at the date hereof or hereafter to come into existence) including any copies thereof, reproductions, duplicates or notes in any form whatsoever, regardless of whether such information are marked or otherwise designated as "Confidential Information" belonging to, owned and/or possessed by Disclosing Party;
 - c. any information, product, or other materials created by Receiving Party using, reflecting or including any part of the proprietary information of the Disclosing Party;
 - d. the terms and conditions of this Agreement; and/or (e) any other information of the Disclosing Party, which has been provided/disclosed by Disclosing Party to the Receiving Party in relation to the performance of its obligations hereunder.
- 1.5 "**Deliverable**" means the reports, information and all other deliverables to be delivered by UNIVERSITY to the SPONSOR under this Agreement.
- 1.6 "**GLP**" shall mean Good Laboratory Practices. A universally accepted standard for the design, conduct, performance, monitoring, auditing, recording, analyses and reporting of In-vitro Studies that provide assurance that the data and reported results are credible and accurate.
- 1.7 "**Investigational Products**" or "**IPs**" shall mean a pharmaceutical form of an active substance being tested or used as a reference in a Study. The SPONSOR's test products and reference products intended to be used in Study(s) shall also be termed as IPs.



- 1.8 **"Intellectual Property"** shall mean any intellectual property including, without limitation, present or future patents, provisional patents, patent applications and any patents issuing therefrom, together with any extensions, registrations, confirmations, reissues, continuations, divisions, continuations-in part, re-examinations, substitutions or renewals thereof, service marks, copyrights, registered designs, source code, trade secrets, manufacturing techniques, biological compounds, chemical compounds, new drug delivery system and related technology(s), API technology(s), rights of license, assignment, use, right of confidence in know-how or technical or commercial information generally, and any other such rights or interests in intellectual property of either Party whether utilized in the performance of this Agreement or not and any intellectual property developed by either Party for the purposes of this Agreement, whether or not protected under any law in force.
- 1.9 **"Insolvency Event"** means the occurrence of any of the following events (or any event analogous to any of the following occurs) in respect of a Party:
- 1.9.1 upon filing of a voluntary petition by such Party, or upon granting of an involuntary petition against such Party;
 - 1.9.2 a shareholder's meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 1.9.3 a petition is presented for its winding up (which is not dismissed within 20 Business Days of its service) or an application is made for the appointment of a provisional liquidator or a creditor's meeting is convened in relation to its winding up or proposed winding up;
 - 1.9.4 a receiver, administrative receiver, judicial manager or similar officer is appointed over the whole or any part of its business or assets;
 - 1.9.5 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 1.9.6 a moratorium comes into force.
- 1.10 **"Insolvent Party"** means a Party that has suffered an Insolvency Event.
- 1.11 **"Services"** means certain research and development, lab research studies including invitro studies (**"Invitro Studies"**) and certain laboratory services and data management, biostatistics, consumer research & medical writing services to be provided by the UNIVERSITY and/or its Affiliates to the SPONSOR, as detailed under **Annexure A** hereto.
- 1.12 **"Study"** has the meaning as ascribed under Clause 2.3.
- 1.13 **"Product Invention"** has the meaning as ascribed under Clause 17.4.
- 1.14 **"Project Manager"** has the meaning as ascribed under Clause 12.3.
- 1.15 **"Protocol"** shall mean a set of rules, policies and procedures, which shall form integral part of the Agreement, for conducting the Study in respect of the IPs of the SPONSOR with specific details, timelines and consideration to be mutually agreed upon by the Parties in accordance with the terms and conditions of this Agreement. The content and format of the protocol should take into consideration the adopted standard operating/protocol procedures, the applicable regulatory requirements and the guiding principles of GLPs.



- 1.16 **“Primary Market”** means the regulatory authority where the application is intended to be filed as per the signed Protocol, e.g., Indian Central Drugs Standard Control Organisation (CDSCO) etc.
- 1.17 **“Regulatory Authority”** or **“Governmental Authority”** shall mean any governmental (Central, State or otherwise) regulatory authority, board or department involved in regulating any aspect of the Services provided hereunder, including without limitation, the Food and Drug Administration (**“FDA”**), Drug Controller General of India (**“DGCI”**), Central Drugs Standard Control Organization, Directorate General of Health Services (Government of India), Indian Medical Council/ National Medical Commission, World Health Organization or similar international authorities operating/functioning outside India.
- 1.18 **“Research Facility”** has the meaning set forth in the Protocol.
- 1.19 **“Term”** has the meaning as ascribed under Clause 3.1.
- 1.20 **“Work Product”** has the meaning as ascribed under Clause 17.2.

2. SCOPE OF AGREEMENT

- 2.1 The SPONSOR hereby appoints the UNIVERSITY to provide, on a non-exclusive and on a principal-to-principal basis, the Services in accordance with the terms and conditions set out in this Agreement.
- 2.2 The SPONSOR, on and after discussion and approval in writing from the University, may amend/ modify/ alter the scope of Services depending upon its requirement and urgency at the time of implementation stage and the UNIVERSITY undertakes to meet the SPONSOR’s requirements promptly.
- 2.3 The UNIVERSITY shall provide the Services to THE SPONSOR in accordance with the terms of the Agreement and the Protocol. Further, the UNIVERSITY shall perform the Services, by employing highest standards of care, skill and diligence, to complete satisfaction of the SPONSOR. In the event, the SPONSOR is not satisfied with performance of the Services, for reasons to be specified in writing to the University, the UNIVERSITY shall take such remedial measures as it may be reasonably required.
- 2.4 The UNIVERSITY agrees that the Services shall be performed in a professional and workmanlike manner in accordance with prevailing industry standards. The UNIVERSITY acknowledges and agrees that time is of essence in performance of its obligations hereunder and the UNIVERSITY shall perform the Services, in a timely manner and within the timeline agreed hereunder or as specified by the SPONSOR.
- 2.5 The UNIVERSITY, in consultation with the SPONSOR, shall finalize the Protocol for carrying out the required Invitro Studies and shall submit the same for publication, post consultation with the SPONSOR. The UNIVERSITY shall conduct the Study at the research facility specified in the Protocol (**“Research Facility”**) as the SPONSOR may specify in writing from time to time, in accordance with this Agreement, Protocol, GLPs, and Applicable Laws and with the standard of care customary in the area of lab research for pharmaceutical industry. Should significant changes to the Protocol become necessary or desirable, such changes will only be made following discussion and agreement in writing between the



SPONSOR and the UNIVERSITY.

- 2.6 The Protocol will *inter-alia* specify the Study design, objectives, inclusion and exclusion criteria, procedures for reporting, statistical analysis and other relevant issues.
- 2.7 The SPONSOR shall provide, without charge, the IPs which are required in connection with the Agreement, including but not limited to IPs which are to be studied under this Agreement. It is understood between the Parties that time is of essence to the Agreement and it shall be the responsibility of the SPONSOR to ensure that the IPs which are necessary for the UNIVERSITY to carry out the Services under and during the Term of this Agreement, throughout the Study are provided to the UNIVERSITY to conduct necessary research.

3. TERM AND TERMINATION

- 3.1 This Agreement shall take effect on the Effective Date and shall continue in effect for a period of two (2) years ("**Term**") following the Effective Date and thereafter shall automatically be renewed for successive periods of one (1) year, unless:
- 3.1.1 either Party gives notice to the other Party of its decision not to renew this Agreement at least thirty (30) days prior to any scheduled renewal date; or
- 3.1.2 this Agreement is terminated in accordance with the provisions of Clause 3 hereunder.
- 3.2 If Study under this Agreement is incomplete at the time of expiry or termination of this Agreement, terms of this Agreement shall continue to apply on such Study, unless otherwise mutually agreed between Parties, in writing.
- 3.3 The SPONSOR may terminate this Agreement, without cause, upon service of sixty (60) days' prior written notice to the UNIVERSITY.
- 3.4 Either Party may terminate this Agreement immediately upon written notice if the other Party suffers an Insolvency Event such as if proceedings are instituted against the other Party for reorganization or other relief under any bankruptcy law, or if any substantial part of the other Party's assets come under the jurisdiction of a receiver or trustee in an insolvency proceeding authorized by law.
- 3.5 Either Party may terminate this Agreement immediately upon written notice to the other side, if the other Party fails to remedy a material breach of this Agreement within thirty (30) days after written notice of such breach.
- 3.6 Either Party shall have the right to terminate any Study immediately upon written notice to the other Party where they deem such termination reasonably necessary in the following circumstances:
- 3.6.1 In order to comply with the requirements of any Governmental Authority or Applicable Laws; or
- 3.6.2 In order to comply with the decision of any competent judicial authority.
- 3.7 If either Party suffers an Insolvency Event then to the fullest extent permitted under law:
- 3.7.1 it shall continue to be bound by its obligations under this Agreement until such time as this Agreement is terminated in accordance with its terms, and



3.7.2 the Insolvent Party shall provide such information, assistance and co-operation, including transition support, to the other Party, in whatever form, as may be necessary to support the other Party and/or avoid any breach of this Agreement.

3.8 EFFECT OF TERMINATION:

3.8.1 Upon notice of termination of this Agreement, the UNIVERSITY shall use all reasonable efforts to conclude or transfer any uncompleted Service, as directed by the SPONSOR and to the reasonable satisfaction of the SPONSOR, as expeditiously as possible. The UNIVERSITY shall not undertake further work, incur additional expenses, or enter into further commitments with regard to any Services, except as mutually agreed upon in writing by the Parties.

3.8.2 Upon effective date of termination of a Study by the SPONSOR, the UNIVERSITY shall within fifteen (15) days invoice the SPONSOR for all Services performed and costs incurred under the relevant quote or Study (as the case may be) along with the relevant supporting documents, and the Sponsor assures the University that within thirty (30) days of receipt of the said invoice, the balance payment, if any, shall be credited into the designated account of the University.

3.8.3 Within fifteen (15) days, or such other period of time mutually agreed to in writing by the Parties, of the effective date of termination of this Agreement, each Party shall deliver to the other Party all materials, data, and Confidential Information of such Party then in the first mentioned Party's possession or control without any protest and/or demur. Notwithstanding the foregoing, each Party may retain one copy of Confidential Information solely for the purpose of complying with the provisions of this Agreement and Applicable Laws.

3.8.4 Termination of this Agreement shall not release either Party from any obligation or right which accrued to that Party prior to the effective date of termination or which later accrues from an act or omission which occurred prior to the effective date of termination.

3.9 The termination or curtailment of this Agreement shall not relieve either Party of its obligations to the other Party in respect of the following:

- 3.9.1 Maintaining confidentiality with respect to the Confidential Information;
- 3.9.2 Obtaining prior written consent for advertising or publication of the name and/or logo of the other Party, subject to the terms of Clause 16 herein below;
- 3.9.3 Indemnification;
- 3.9.4 Compensation for Services performed; and
- 3.9.5 Reporting/Publishing of any Study.

4. CONFIDENTIALITY

4.1 Each Party agrees that all Confidential Information disclosed by the Disclosing Party to the Receiving Party shall be kept strictly confidential. Each Party shall take all steps as are necessary to prevent the disclosure of Confidential Information to any third party without prior written consent of the Disclosing Party except as required by law. Each Party agrees to disclose Confidential Information only on a need-to-know basis to its directors, officers, agents, employees and consultants, advisors, auditors (including but not limited the third party financial advisors, counsel, and accountants and if any, engaged by the UNIVERSITY as per the terms of this Agreement) who have entered into written agreements which impose



non-disclosure obligations, or are otherwise bound by, restrictions upon the Confidential Information that are at least equivalent to those imposed hereunder.

- 4.2 Each Party hereby undertakes that it shall:
- 4.2.1 not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement;
 - 4.2.2 forthwith take all necessary measures to protect the secrecy of and avoid disclosure or use of Confidential Information, directly and/or indirectly, to/by any unauthorized person in order to prevent it from falling into the public domain or into the possession of person(s) other than those persons authorized under this Agreement to access any such Confidential Information. Such measures shall include, but shall not be limited to, the highest degree of care that Receiving Party utilizes to protect its own Confidential Information of a similar nature; and
 - 4.2.3 forthwith notify to Disclosing Party in writing of any actual misuse, misappropriation or unauthorized disclosure of the Confidential Information or any other breach of this Agreement by the Receiving Party and/or any authorised person which may come to Receiving Party's attention and/or knowledge.
- 4.3 The Receiving Party agrees and undertakes, except as otherwise expressly authorized by the Disclosing Party in writing, not to make any copies, extracts, duplicates or other reproduction of any Confidential Information or any part thereof, and all Confidential Information made available hereunder shall be returned in original or, where directed by the Disclosing Party, destroyed by the Receiving Party, together with all copies forthwith without retaining any copies thereof in any form whatsoever after (a) the expiration or early termination of this Agreement or (b) upon written request by the Disclosing Party at any time, and where the Confidential Information has been destroyed, the Receiving Party shall provide proof of such destruction to the Disclosing Party. For the avoidance of doubt, the return or destruction of the Confidential Information to the Disclosing Party shall not relieve the Receiving Party from its confidentiality and non-disclosure obligations hereunder which shall survive for the tenure as provided in this Agreement. Notwithstanding anything contained herein, the Receiving Party may retain a copy of such Confidential Information solely for the purpose of complying with the provisions of this Agreement and the Receiving Party shall be bound by all the obligations contained herein with respect to the retained copy(s).
- 4.4 All information including all Confidential Information is provided on an "as is" basis. The Disclosing Party disclaims any warranty, express, implied, statutory or otherwise, regarding the accuracy, completeness, functionality, non-infringement, its fitness for a particular purpose or its merchantability of the information provided to the Receiving Party pursuant to this Agreement.
- 4.5 The Disclosing Party is and shall at all times remain, both before and after disclosure, the exclusive owner of all the Confidential Information, including, without limitation, all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or any other right, including any right of ownership, is granted to the Receiving Party under this Agreement or by any disclosure under this Agreement upon the terms and conditions as contained herein. Except otherwise provided, nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Disclosing Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of this



Agreement.

- 4.6 The provisions of this Agreement shall not prevent the Receiving Party from disclosing any information where it can demonstrate and document that such information:
- 4.6.1 was in its possession with full right to disclose, prior to receiving it from the Disclosing Party, or
 - 4.6.2 is or subsequently comes into the public domain other than by breach of its obligations hereunder, for the avoidance of doubt, Confidential Information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available; or
 - 4.6.3 is independently developed or lawfully received by it from a third party without restriction on disclosure or use as evidenced by its written records; or
 - 4.6.4 is disclosed to the Receiving Party by a third party who the Receiving Party believes is not under any obligation of confidentiality to the Disclosing Party.
- 4.7 The Parties further agree that the obligations of each Party set forth in this Agreement are necessary and reasonable in order to protect the legitimate interests of the either Party and its business. The Disclosing Party and the Receiving Party each expressly agree that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages would be inadequate to compensate the Disclosing Party for any breach by Receiving Party (or its representatives) of the covenants and agreements set forth in this Agreement. Accordingly, the Disclosing Party and the Receiving Party agree and acknowledge that any such violation shall cause, apart from monetary damages, irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.
- 4.8 The obligation of confidentiality shall survive the termination of this Agreement.

5. TIME FRAME

- 5.1 Subject to shipment and receipt of Investigational Product(s), the UNIVERSITY shall deliver the Deliverable(s) to the SPONSOR and/or perform the Services, including publishing of the Study in designated medical journal, as per the corresponding timelines specified by the SPONSOR, in writing and approved by the University in writing. Further, in case the UNIVERSITY is not able to provide the Deliverable(s) and/or perform the Services for reasons solely attributable to the UNIVERSITY as per the agreed timelines, the fee payable to the UNIVERSITY by the SPONSOR with respect to such Deliverable(s) and/or Services shall be subject to deduction at the rate of (i) 10% in case the delay is more than 30 days in providing draft study report as per the mutually agreed timeline; OR (ii) 20% in case the delay is more than 60 days in providing draft study report as per the mutually agreed timeline.
- 5.2 In the event that the UNIVERSITY foresees any delay in advance at any point of time during the conduct of the Study or performance of Services, the UNIVERSITY

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will inform the SPONSOR and a new timeline would come in effect and would be considered as mutually agreed timeline.

6. REGULATORY APPROVALS

- 6.1 It is agreed between the Parties that the UNIVERSITY shall, wherever required, obtain requisite approvals and/or permissions under Applicable Laws for its performance of Services under this Agreement, including but not limited to the regulatory/statutory approvals and/or permissions relating to the Study, prior to start of the Study.
- 6.2 The UNIVERSITY agrees to perform the Services and prepare the Deliverable(s) strictly in accordance with the Applicable Laws, including without limitation, regulatory guidelines of the country in which the applicable Study will be submitted/published.
- 6.3 The UNIVERSITY shall notify the SPONSOR within five (5) Business Days in writing of any Regulatory Authority or other government inspection or inquiry concerning any Study conducted for the SPONSOR by the UNIVERSITY, and shall provide the SPONSOR with all such relevant information.

7. MONITORING

- 7.1 The SPONSOR reserves the right to monitor the provision of Services by the UNIVERSITY restricted to SPONSOR's Study, by sending its representatives to the Research Facility, by giving at least two (2) Business Days' prior written notice of their arrival to the UNIVERSITY.
- 7.2 The SPONSOR reserves the right to review or request for copies of data and/or documents derived from the Study / Services performed by the UNIVERSITY, during normal business hours of the UNIVERSITY.

8. PAYMENT

- 8.1 In consideration for the performance of Services under this Agreement, the SPONSOR agrees to pay the UNIVERSITY the contract price of Rs. 10,00,000/- (Rupees Ten lakh Only) as per the following payment milestones:

Payment Schedule

S.No.	Period	Amount (in Rs.)
1.	On signing of the Agreement	5,00,000/-
2.	On completion of the Study as provided under the Agreement	5,00,000/-

- 8.2 The UNIVERSITY shall raise an invoice for the Services in accordance with the above payment schedule based on relevant milestone. The invoice shall include all such details in relation to the Services provided, as may be required by the SPONSOR, from time to time. Further clarification(s) shall be provided upon SPONSOR's written request. Upon receipt of the UNIVERSITY's invoice under this Agreement, the SPONSOR shall make full payment of such invoice within thirty (30) days of receipt. All amounts required to be paid by the SPONSOR to the



UNIVERSITY under this Agreement shall be paid by way of transfer of such amounts to a bank account designated in this behalf by the UNIVERSITY. All such payments shall be subject to deduction of taxes at source in accordance with Applicable Laws. The UNIVERSITY shall be solely liable for all direct tax compliances in respect of any and all amounts received hereunder.

- 8.3 The UNIVERSITY acknowledges and agrees that the contract price/service fee (as provided herein) shall constitute the sole and complete consideration to be paid by the SPONSOR for the Services, including the Deliverables.
- 8.4 Notwithstanding anything contained herein to the contrary, the SPONSOR shall not be liable for the payment of any charges or other costs that are the result of mistakes or negligence on the part of the UNIVERSITY or a third party engaged by the UNIVERSITY.

9. INTELLECTUAL PROPERTY

- 9.1 The Parties acknowledge and agree that all the rights, title and interests in the Intellectual Property respectively owned by each of the Parties therein are the sole and absolute properties of the respective Parties and shall continue to vest with the respective Parties during and after the Term of this Agreement.
- 9.2 Subject to Clause 17 of this Agreement, nothing in this Agreement provides to a Party, any right, title and interests of license, assignment or ownership in the Intellectual Property owned by the other Party and the Parties reserve all their respective rights not expressly granted to the other Party under this Agreement. Provided that any discovery or invention or secret process or improvement in procedure made or discovered by the UNIVERSITY using the SPONSOR's Intellectual Property during the term of this Agreement and/or at a later date as a result of Services provided under this Agreement in connection with or in any way affecting or relating to the SPONSOR's IPs or capable of being used or being adopted for use by the UNIVERSITY or in connection therewith shall always forthwith be disclosed to the SPONSOR and shall belong to and be the absolute property of the SPONSOR and the same hereby stands assigned in favour of the SPONSOR or in favour of a nominated third-party, at the sole discretion of the SPONSOR, without any further act or deed. If necessary, the UNIVERSITY shall do, execute and perform or cause to be done, executed and performed all acts, deeds, and things as may be required by the SPONSOR for perfecting the assignment of such discovery or invention or secret process or improvement (in procedure) in favour of the SPONSOR or to such other person as the SPONSOR may specify.
- 9.3 Each Party hereby undertakes that it shall not take or omit to take, as applicable, any action which (a) dilutes or may have the effect of diluting the Intellectual Property rights owned or vested in; or (b) breaches or attempts to breach the Proprietary Information related rights, of the other Party.
- 9.4 This Clause 9 shall survive the termination and/or expiration of this Agreement.

10. INDEMNITY

- 10.1 The UNIVERSITY hereby agrees to indemnify and keep the SPONSOR indemnified and hold harmless at all times against any and all claims, losses, penalties, costs, expenses, damages, proceedings and actions which the SPONSOR, its directors, employees or representatives may suffer or sustain or

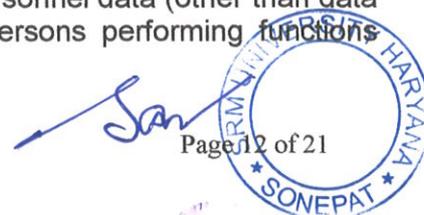


incur on account of any acts, omissions, defaults, negligence on the part of the UNIVERSITY or breach of any representation, warranty or covenant, undertaking or obligations contained in this Agreement.

- 10.2 The UNIVERSITY shall, at the request of the SPONSOR, assist the SPONSOR in defending any suit, action or proceeding in relation to which the SPONSOR may make a claim under this Agreement.
- 10.3 The provisions of this Clause 10 survive expiry or earlier termination of this Agreement.

11. RETENTION OF RECORDS & SAMPLES

- 11.1 The UNIVERSITY acknowledges that all test articles, raw data, documentation, protocols, case report, final reports ("**Records**"), IPs and biological fluids (if any) are the exclusive property of the SPONSOR. All the source data pertaining to conduct of the Study shall be treated as confidential. All the results pertaining to outcome of the Study shall be the sole and exclusive property of the SPONSOR.
- 11.2 The UNIVERSITY will retain the Records or Study data relating to the Study as per Primary Market regulatory requirement, including retaining the Records and Study data till submission/ publication of the Study in the Primary Regulatory Market. These data will be archived at UNIVERSITY's archival site till the completion of retention period as per the Primary Market regulatory requirements for submission/publication of the Study(s) and will be destroyed after the completion of retention period.
- 11.3 The UNIVERSITY shall notify the SPONSOR thirty (30) days or earlier prior to the expiry of the free storage/retention period upon which SPONSOR shall communicate its choice/decision as to whether to handover the Records and Study data/ samples to the SPONSOR or to destroy the same. In case of non-receipt of its decision from SPONSOR within thirty (30) days, UNIVERSITY may destroy the Records and Study data/ samples.
- 11.4 During the retention period, all the documents shall be made available by the UNIVERSITY for inspection by the SPONSOR, the SPONSOR's authorized agents and duly authorized official or regulatory body. The UNIVERSITY agrees to inform the SPONSOR within five (5) Business Days of any pending regulatory inspections and audits related to SPONSOR's study and will cooperate with the SPONSOR in answering any queries raised on issued reports that result from the inspection and audit. The UNIVERSITY shall: a) forward to the SPONSOR copies of any correspondence received from any Regulatory or Governmental Authority relating to SPONSOR's Study, if SPONSOR requests; and, b) obtain the written consent of the SPONSOR, before referring to the SPONSOR or any of its Affiliates in any regulatory correspondence. Where reasonably practicable, the SPONSOR will be given the opportunity to have a representative present during a regulatory inspection, if regulatory inspector permits for SPONSOR's presence. Further, the UNIVERSITY undertakes that, during an inspection by the Regulatory Authority concerning any Study relating to the SPONSOR, the UNIVERSITY will not disclose information and materials that are not required to be disclosed to such authority, without the prior written consent of the SPONSOR. Such information and materials includes, but are not limited to, the following: (i) financial data and pricing data (including, but not limited to, the budget and payment sections of the Agreement); (ii) sales data (other than shipment data); and 3) personnel data (other than data as to qualification of technical and professional persons performing functions



subject to regulatory requirements). Data queries raised by the Primary Market will be answered free of charge by the UNIVERSITY as long as the queries raised by the regulatory agency of Primary Market are within the scope of Study Protocol and Standard Operating Procedures of UNIVERSITY.

12. REPRESENTATIONS & WARRANTIES

12.1 Each Party represents to the other Party that:

12.1.1 It is an entity duly incorporated, validly existing and in good standing and that it has full authority to enter into this Agreement and has obtained all necessary approvals under Applicable Laws, to perform its obligations hereunder according to the terms hereof;

12.1.2 It has full power and authority to enter into this Agreement and to take any action and execute any document required by the terms hereof; and that this Agreement entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this Agreement are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein;

12.1.3 The execution, delivery and performance of this Agreement by the Parties (i) will not violate or contravene any provision of its charter documents; (ii) will not violate or contravene provisions of Applicable Laws; and (iii) will not infringe or violate the Intellectual Property rights of any third party;

12.1.4 It shall not make any promises or commitments whatsoever for or on behalf of the other Party to anyone without it having been expressly approved in writing by the other Party to do so; and

12.1.5 It will perform hereunder and carry out its responsibilities in accordance with Applicable Law, in accordance with Protocol, and SOPs.

12.2 Save for the sub-contractors appointed pursuant to the Protocol, the UNIVERSITY agrees that it shall not sub-contract or delegate to any third party the whole or any part of the Services provided under this Agreement, without a written approval from the SPONSOR. Parties agree to not assign this Agreement or any of its right, duties or obligations hereunder without the other Party's prior written consent. Each Party may assign this Agreement to any of its Affiliates, subject to a prior written notification to the other Party. In the event, the UNIVERSITY is required to or wishes to sub-contract or delegate any of its obligations related to scope of the Services provided under this Agreement to a third party, then UNIVERSITY may do so with the prior written approval of the SPONSOR, which shall not be reasonably withheld by the SPONSOR. The UNIVERSITY shall be responsible for provision of any part of the Services by such third party service providers/contractors. The SPONSOR shall have the right to direct UNIVERSITY to replace such third party service provider or contractor with another third party service provider or contractor, which shall be mutually agreed upon by the SPONSOR and the UNIVERSITY.

12.3 The UNIVERSITY represents and undertakes to the SPONSOR that:

12.3.1 It has the necessary skill, experience, expertise and necessary facilities



including Research Facilities and infrastructure to provide the Services and Deliverables contemplated under this Agreement;

- 12.3.2 It has obtained or shall obtain all licenses, authorizations and permissions required under Applicable Laws for providing the Services contemplated under this Agreement and that all such licenses, authorizations and permissions shall be kept in full force and effect during the performance of this Agreement; and
- 12.3.3 It has not been debarred, warned and has not been convicted of a crime that could lead to debarment under Applicable Laws and it shall not employ any person or entity that has been so debarred, warned or convicted to perform any Services under this Agreement.

13. UNIVERSITY OBLIGATIONS

During the term of the Agreement, the UNIVERSITY agrees that it shall:

- 13.1 provide the Services in accordance with Applicable Laws and the terms of this Agreement, and agrees to use necessary care, skill and judgement while performing its obligations hereunder;
- 13.2 in case the UNIVERSITY fails to render the Services as per Applicable Laws and the terms of this Agreement, the UNIVERSITY shall take all necessary steps, as may be directed by the SPONSOR in this regard to ensure that the Services are provided by the UNIVERSITY as per the agreed terms;
- 13.3 designate a specialized team lead by a UNIVERSITY's personnel not below the rank of a Professor/ Doctor ("**Project Manager**"), who has the relevant experience to undertake and perform the Services as contemplated under this Agreement. Further, the Project Manager shall act as the single point of contact for the purposes of this Agreement. The UNIVERSITY shall ensure that the Project Manager is available during normal business hours to oversee and coordinate the performance of the specialized team in respect of provision of the Services hereunder;
- 13.4 during the term of this Agreement, the Project Manager shall convene a monthly review meeting as mutually agreed, which shall be conducted at the SPONSOR's office or through audio-visual means (such as video conferencing). At every such meeting, the Project Manager shall submit a report detailing particulars of the Services provided hereunder by the UNIVERSITY to the SPONSOR in the preceding month;
- 13.5 the UNIVERSITY alone shall, at all times, comply and be responsible and liable for the compliance of all statutory requirements under Applicable Laws with respect to making payments of salaries/remuneration/fees and benefits, including leave related benefits and statutory benefits/contributions, to its personnel involved in the Study(s). All liabilities in respect to adherence of Applicable laws in this regard shall be entirely of the UNIVERSITY. The UNIVERSITY shall, at all times, indemnify and keep the SPONSOR harmless against any breach of Applicable Laws by the UNIVERSITY and/or its personnel. The UNIVERSITY shall maintain all relevant documents pertaining to this Agreement, including documents relating to the Services rendered or to be rendered, payrolls, pay slips, etc. and make the said documents available for inspection upon written request by the SPONSOR;



14. FORCE MAJEURE

14.1 A Party shall be excused from performing its obligations under this Agreement to the extent its performance is delayed or prevented by any cause beyond such Party's reasonable control, including but not limited to, acts of God, fire, explosion, disease, weather, war, insurrection, civil strike, riots, terrorism, government action, epidemic or pandemic (a "**Force Majeure Event**") provided the affected Party gives the other Party prompt written notice of the occurrence of any Force Majeure Event and the nature and the extent to which the affected Party will be unable to perform its obligations under this Agreement. The affected Party agrees to use commercially reasonable efforts to correct the Force Majeure Event as quickly as possible, to perform its obligations under this Agreement to the extent feasible given the Force Majeure Event, and to give the other Party prompt written notice when it is again fully able to perform its obligations. Performance shall be excused only to the extent of and during the reasonable continuance of such Force Majeure Event, provided that either Party may terminate this Agreement if such Force Majeure Event continues for a continuous period of ninety (90) days or more. Any deadline or time for performance specified in this Agreement or the Protocol which falls due during or subsequent to the occurrence of a Force Majeure Event shall be automatically extended for a period of time equal to the period of the Force Majeure Event. Further, each party (a) acknowledges and recognises the impact the COVID-19 pandemic has (or has had) on commercial arrangements worldwide; and (b) confirms that prior to signing this Agreement, each party has taken the impact of the COVID-19 pandemic and its re-emergence (including any COVID-19 Measures as may be existing as at the signing of this Agreement) into consideration in making business plans and arrangements covering potential disruptions that may arise in connection with the COVID-19 pandemic (including any business continuity plans) to ensure that their performance of this Agreement will not be substantially impaired or materially affected. For the purposes herein, "**COVID-19 Measures**" means any quarantine, lockdown, workforce reduction, social distancing, shut-down, closure or any other applicable Laws, measures, restrictions, limitations, directives, guidelines and recommendations as may be imposed, effected or promulgated by any governmental or regulatory authority in connection with or in response to COVID-19 (or its variants). Notwithstanding aforesaid provisions, the parties agree that due to the evolving nature of the COVID-19 pandemic, certain event or events may arise after parties' signing of this Agreement (including implementation of new COVID-19 Measures or the re-implementation of prior COVID-19 Measures) which are beyond the control of the affected party. Accordingly, notwithstanding the meaning ascribed to the term "Force Majeure Event" in this clause, the parties agree that any COVID-19 Measures which: (a) are imposed, effected, or promulgated at any time after the signing of this Agreement; and (b) are more restrictive or stringent than any COVID-19 Measures existing as at the signing of this Agreement (if any), shall constitute a Force Majeure Event.

15. LIABILITY & INSURANCE

15.1 During the term of this Agreement, and afterward as necessary, to cover its liabilities under this Agreement, UNIVERSITY shall secure and maintain in full force and effect throughout the performance of the Study and the Services, all and any insurance coverage required under Applicable Laws and sufficient to cover its exposure for professional indemnity, subject insurance and general liability in the normal course of business under this Agreement. The policy shall clearly apply to claims brought in India. The UNIVERSITY will provide to the SPONSOR thirty (30) days prior written notice of cancellation or non-renewal of its coverage.



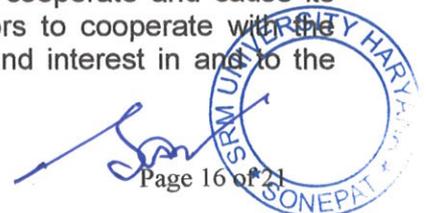
- 15.2 Certificates and policies evidencing such insurance (as mentioned in Clause 15.1 above) shall be made available for examination upon request by the SPONSOR.

16. PUBLICATION

- 16.1 The UNIVERSITY shall publish the results of scientific laboratory investigations relating to the Study (or any information relating thereto) solely with prior written consent of the SPONSOR, which consent shall be conditioned upon provision of a copy of the manuscript to the SPONSOR at least thirty (30) days prior to submission for publication for the SPONSOR's approval. In the event the SPONSOR asks to defer / abort publication, UNIVERSITY shall not publish or otherwise disclose to any third party any of the information contained in the publication, until the SPONSOR notifies UNIVERSITY in writing. The UNIVERSITY agrees that due to unique nature of the Study data/results/findings and information related thereto, monetary damages would be inadequate to compensate the SPONSOR for any breach by the UNIVERSITY (or its representatives, including students) of the covenants and agreements set forth in this Agreement.
- 16.2 The obligation contained in this Clause shall survive the termination of this Agreement.

17. PATENTS & INVENTIONS

- 17.1 The UNIVERSITY acknowledges that all the Intellectual Property rights in the Confidential Information of and belonging to the SPONSOR which is disclosed to the UNIVERSITY is and shall always remain the sole and exclusive property of the SPONSOR.
- 17.2 The UNIVERSITY further acknowledges that all data, reports, other works of authorship, inventions and information generated or derived by the UNIVERSITY as a result of or in connection with the Services performed by the UNIVERSITY under this Agreement or through the use of or access to the SPONSOR's Confidential Information (hereinafter referred to as "**Work Product**") is and shall remain the sole and exclusive property of the SPONSOR and the SPONSOR shall have the unrestricted free right to use for all purposes the Work Product. The UNIVERSITY hereby undertake to fully assign to SPONSOR all of its rights in all such Work Product and any related patents, copyrights and other Intellectual Property rights.
- 17.3 The UNIVERSITY shall execute and deliver to the SPONSOR such instruments of transfer and take such other action that the SPONSOR may reasonably request, including without limitation, executing and filing, at SPONSOR's expense, assignments and other documents required for the protection of SPONSOR's rights to Work Product.
- 17.4 The UNIVERSITY shall also promptly notify SPONSOR about any patentable product improvement inventions discovered by the UNIVERSITY (including its employees, officers, consultants, third party contractors, etc.) as a result of performing the Services and/or in connection with the Study under this Agreement (hereinafter referred to as "**Product Invention**") and cooperate and cause its employees, officers, consultants, third party contractors to cooperate with the SPONSOR in perfecting the SPONSOR's right, title and interest in and to the



Product Inventions, including the execution of applications, assignments and other instruments and the giving of testimony which may be appropriate to apply for and obtain patent with respect to the Product Invention and the SPONSOR shall reimburse the UNIVERSITY for any reasonable expenses incurred by the UNIVERSITY in this regard.

18. ENTIRE AGREEMENT AND INTERPRETATION

- 18.1 This Agreement represents the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any and all agreements or understandings, whether written or oral, that may have been made between the Parties prior to the date of execution. The Parties acknowledge and agree that in entering into this Agreement they do not rely on, and will have no remedy in respect of, any statement, representation or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 18.2 Any and all additions, amendments and/or modifications to this Agreement must be in writing and shall only be binding if it is signed by duly authorised representatives of both Parties. Unless expressly agreed, no additions, amendments and/or modifications shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.
- 18.3 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Except where the context otherwise requires, where used, the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense.
- 18.4 The captions of this Agreement are only for the convenience of reference.

19. ASSIGNMENT

- 19.1 Unless expressly provided otherwise, this Agreement shall not be assigned either Party without the prior written consent of the other, to any third party. To the extent permitted above, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

20. NO PARTNERSHIP OR AGENCY

- 20.1 It is understood that this Agreement does not constitute the UNIVERSITY as the agent or legal representative of the SPONSOR for any purpose whatsoever, and accordingly, either Party is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. This Agreement is being entered into on a 'principal to principal' basis and nothing herein contained shall constitute or be deemed to or is intended to constitute the UNIVERSITY as an agent/partner/joint-venture/employee of the SPONSOR or the SPONSOR as an agent/partner/joint-venture/employer of the UNIVERSITY.



21. SEVERABILITY AND SURVIVAL

- 21.1 The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. If any term or condition of this Agreement is for any reason held by a court of competent jurisdiction to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.
- 21.2 Notwithstanding anything mentioned under this Agreement, the provisions of Clauses 3, 4, 7, 8, 10, 11, 17 and 25 and all such other clauses/provisions that by their nature should survive the termination or expiration of this Agreement, shall survive the expiry or termination of this Agreement. Subject to Clause 24, this Agreement shall also survive any change of ownership of the UNIVERSITY or the SPONSOR.

22. NOTICES

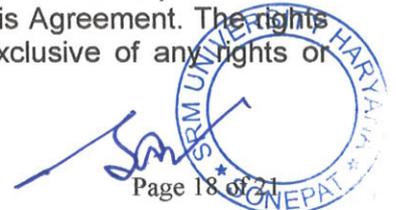
- 22.1 All Notices given under this Agreement shall be in writing and shall be delivered by mail or other electronic transmission or by express or personal delivery, addressed as follows (or to such other address as a Party may from time to time notify the other Party in writing):

For SPONSOR:	For UNIVERSITY:
Name: Mr. Prabhudas Kalidas Gohil Designation: Director	Name: Prof. V. Samuel Raj Designation: Dean Academic Affairs & Director (C4D)
Address: 1st Floor, G-3 Plot- 23, Apeejay Chambers, Wallace street, New Excelsior Cinema, Fort, Mumbai - 400001, Maharashtra, India E-mail: contact@walterbushnell.com	Address: SRM University Delhi-NCR, Sonapat, 39, Rajiv Gandhi Education City, Delhi-NCR, Sonapat – 131029, Haryana, India E-mail: directorcd4@srmuniversity.ac.in

- 22.2 Any such notice shall be deemed to have been duly served:
- In the case of delivery by hand or by courier, when delivered;
 - In the case of email, at the time of transmission if transmitted error-free; and
 - In the case of post, on the second Business Day after the date of posting (if sent by local mail) and on the seventh (7th) Business Day after the date of posting (if sent by air mail).

23. WAIVER AND SPECIFIC PERFORMANCE

- 23.1 No waiver of any term, provision, or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition or any other term, provision or condition of this Agreement. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.



24. CHANGE IN CONTROL

- 24.1 In the event of any change in control of the UNIVERSITY, the UNIVERSITY shall promptly notify the SPONSOR in writing. Further, in the event such change in control of the UNIVERSITY results in conflict of interest and/or is prejudicial/detrimental to the interests of the SPONSOR, including without limitation, such change in control resulting in a negative impact on the standard/levels of the Services provided hereunder by the UNIVERSITY, then the SPONSOR shall have the right to terminate this Agreement forthwith upon written notice of thirty (30) days to the UNIVERSITY.

25. THIRD PARTIES

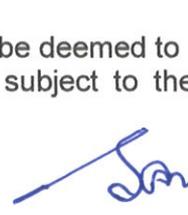
- 25.1 A person who is not a party to this Agreement has no rights to enforce any term of this Agreement.

26. ARBITRATION & GOVERNING LAW:

- 26.1 This Agreement shall be interpreted in accordance with and shall in all respects be subject to the laws of India and subject to the below provisions, any Court of Competent Jurisdiction at New Delhi, India, shall have sole and exclusive jurisdiction in respect of any dispute or difference arising between the parties hereto as to the construction meaning or effect of terms of this Agreement or matters arising thereof.
- 26.2 In the event of any dispute or difference arising out of the terms of this Agreement or the interpretation thereof, the Parties shall attempt to resolve the same amicably. In the event, that such dispute cannot be amicably resolved within a period of 30 (thirty) days from the date of such dispute arising, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory re-enactment of the same).
- 26.3 In the event, a dispute hereunder is referred to arbitration, each Party shall appoint one arbitrator and the said two arbitrators shall in turn appoint the presiding arbitrator. The place of such arbitration shall be New Delhi, India. It is expressly stated that the courts of New Delhi, India, shall have the jurisdiction with respect to matters relating to the arbitration, including the enforcement of awards and injunctive relief. The language of arbitration shall be English. The award passed by the arbitrators relating to any dispute shall be final and binding on the Parties to such dispute as from the date they are made. The Parties agree and undertake to carry out any decision or award of the arbitrators relating to such dispute without delay.
- 26.4 Each Party shall bear its own attorneys' fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator.
- 26.5 Notwithstanding anything in this Agreement to the contrary, a Party may seek a temporary restraining order or a preliminary injunction from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis, pending the decision of the arbitrators on the ultimate merits of any dispute.
- 26.6 All proceedings and decisions of the arbitrator shall be deemed to be Confidential Information of each of the Parties, and shall be subject to the terms of this






Page 1 of 1



Agreement. The Parties agree that any settlement discussions and communications or negotiations in connection with the proposed resolution of a dispute under or in connection with this Agreement are without prejudice to the Parties' positions, to be kept confidential, and shall not be used or submitted in any arbitration or other legal proceeding between the Parties for any purpose. For the avoidance of doubt, this Clause 26.6 shall not affect a Party's right to submit and rely on any correspondence marked "without prejudice save as to costs" for the purpose of the tribunal's determination on costs.

27. ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

27.1 Anti-Bribery Laws: During the term of this Agreement, neither Party nor their respective employees or agents shall make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other authorized personnel, to or for the use or benefit of any government official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/or (ii) violate any of the applicable anti-bribery and money-laundering laws. Further, neither Party shall directly or indirectly, offer or pay or authorize such offer or payment of any money or other consideration to improperly influence or seek to influence any governmental official or any other person in performing its respective obligations under this Agreement and will comply with all applicable statutes, regulations and government rules relating to anti-bribery and anti-corruption.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed and signed this Agreement as on the date first written.

For and on behalf of SPONSOR

Walter Bushnell Enterprises Pvt. Ltd.

Signature:



Name: Mr. Prabhudas Kalidas Gohil

Designation: Director

Date:

Witness (if applicable):

Kalpana

Name: Mrs. Kalpana Umakanth

Designation: Director

Date: 21/03/2024



For and on behalf of UNIVERSITY

SRM UNIVERSITY DELHI-NCR, SONEPAT

Signature:



Name: Prof. V. Samuel Raj

Designation: Dean Academic Affairs
& Director (C4D)

Date:

Witness (if applicable):

Reenu Chaudhary

Name: Dr. Reenu Chaudhary

Designation: Professor

Date:



ANNEXURE A

SCOPE OF SERVICES

SPONSOR	:	Walter Bushnell Enterprises Private Limited
UNIVERSITY	:	SRM University (Delhi NCR, Sonapat) (SRMUH)
Study Title	:	Comparative in vitro antibacterial activity of ozenoxacin against Gram-positive clinical isolate
Protocol Title	:	To compare the in vitro activity of the anti-impetigo agent, ozenoxacin, and other antimicrobial agents against Gram-positive clinical isolates from skin and soft tissue infections
Type of Study (including details)	:	In-Vitro Study
Agreed Price (Total Contract Value)	:	Rs. 10,00,000/- (Rupees Ten lakh Only)

* Tentative Study Milestones

Study Start Date	:	03-May-2024
Study Completion Date	:	04-May-2025
Draft Study Report Release Date	:	To be decided later
Study Report Publish Date	:	To be decided later
Medical Journal Name & Details	:	To be decided later

*Project Milestones dates may change as per last agreed communication between UNIVERSITY and SPONSOR in writing.



Dear Dr. Puneet Goswami,

Further to our discussion regarding the AI consultancy project, we are pleased to inform you that the following are the features of the Industry consultancy Project which has been approved.

1. Name of the Project: AI enabled Patient tracking System
2. Project under guidance of Dr. Puneet Goswami
3. Project Duration: Academic Session 2021-22
4. Project Value: Rs 4, 00,000/- (Rupees Four lacs) to be disbursed as per milestones. First disbursement of Rs 1, 00,000/- (Rupees one lac) on submission of detailed project plan.

All resources / students should be from IBM CSE Data Science and AI specialization under the guidance of Dr. Puneet Goswami.

Disbursement will be made to SRM University bank accounts. Please provide the account details of the university.

For Allsoft Solutions & Services Pvt. Ltd.



Authorized Signatory

Authorised Signatory

Allsoft Solutions and Services Private Limited



Dr. Puneet Goswami <goswamipuneet@srmuniversity.ac.in>

Industry Consultancy Project approval

1 message

Rohit Nanda <rohit@allsoftsolutions.in>
To: goswamipuneet@srmuniversity.ac.in

Wed, Sep 29, 2021 at 4:27 AM

Dear Dr. Puneet Goswami,

Further to our discussion regarding the AI consultancy project, we are pleased to inform you that the following are the features of the Industry consultancy Project which has been approved.

1. Name of the Project :AI enabled Patient tracking System
2. Project under guidance of Dr. Puneet Goswami
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4. Project Value : Rs 4,00,000/- (Rupees Four lacs) to be disbursed as per milestones. First disbursement of Rs 1,00,000/- (Rupees one lac) on submission of detailed project plan.

All resources / students should be from IBM CSE Data Science and AI specialization under the guidance of Dr. Puneet Goswami.

Disbursement will be made to SRM University bank accounts. Please provide the account details of the university.

Thanks & Regards**Rohit Nanda**

Director

Allsoft Solutions and Services Pvt Ltd**E - 39, Phase - VIII, Industrial Area, Mohali****www.allsoftsolutions.in****Mobile : 098765 27999**

https://www.ibm.com/in-en/marketing/careereducation/authorized_ibm_partners.html

Account No : 510909010045723

Statement Dt : 01-JAN-2022 to 24-JAN-2022

Amt Brought Forward :

35,28,761.44

Date	Particulars	Chq No	Debit	Credit	Balance
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19-JAN-2022	BY ONL UPI/CR/201984730206/RONAK /KKBK/9540270711/N::00032			10,000.00	35,40,661.44
19-JAN-2022	BY ONL 0000IMPSATL201912650439:PAJI KUMAR/IMPS TO ACC::00102			4,000.00	35,44,661.44
19-JAN-2022	BY ONL UPI/CR/201947695207/SUNIL KU/ICIC/9897493494/C::00032			5,638.00	35,50,299.44
19-JAN-2022	BY ONL UPI/CR/201993084355/TUSHAR /SBIN/9868483007/N::00032			10,000.00	35,60,299.44
19-JAN-2022	BY ONL UPI/CR/201994388709/POOJA GU/CNRB/9958047218/N::00032			36,000.00	35,96,299.44
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20-JAN-2022	BY ONL UPI/CR/202023752455/RAJBIR S/PUNB/RJBRKND@OK/U::00032			2,100.00	37,27,619.02
20-JAN-2022	BY NEFT TRF:PAYU PAYMENTS P N020221800728315:			52,500.00	37,80,119.02
20-JAN-2022	TO CHQ TRANSFER:URGENT:RTGS:UTR:CIUBH22020307401: UTIB0002559:SRM EDUCATI:00117	2110	35,00,000.00		2,80,119.02
20-JAN-2022	BY NEFT TRF:RAZORPAY SOFTWARE AXISCN0118809599:			2,991.87	2,83,110.89
21-JAN-2022	BY NEFT TRF:UPASANA SONI BARBU22021196989:			15,000.00	2,98,110.89
21-JAN-2022	BY NEFT TRF:PAYU PAYMENTS P N021221802019016:			1,73,300.00	4,71,410.89
21-JAN-2022	BY NEFT TRF:H.K. TRADING CO. PUNBH22021734190:			21,000.00	4,92,410.89
21-JAN-2022	BY NEFT TRF:ALLSOFT SOLUTION 26086887071DC:			90,000.00	5,82,410.89

**Faculty of Engineering and Technology
(SRM Education and Research Institute)**

24/01/2022 12.58 PM

Voucher No. Rcpt/2021-22/JAN/0150

RECEIPT

Reference Id :1960442

CREDIT : Allsoft solutions & services (Patient tracking system)

Rupees One Lakh only

CITY UNION BANK LTD - 510909010045723, TDS Receivable

Received from Mr/Ms/Mrs: Allsoft solutions & services (Patient tracking system)

Being Project fund received from Allsoft solutions & services Vide Transaction No :ALLSOFT SOLUTION
26086887071DC: Dt : 21/01/2022.

1,00,000.00

**Faculty of Engineering and Technology
(SRM Education and Research Institute)**

24/01/2022 12.58 PM

Voucher No. Rcpt/2021-22/JAN/0150

RECEIPT

Reference Id :1960442

CREDIT :Allsoft solutions & services (Patient tracking system)

Rupees One Lakh only

CITY UNION BANK LTD - 510909010045723, TDS Receivable

Received from Mr/Ms/Mrs: Allsoft solutions & services (Patient tracking system)

Being Project fund received from Allsoft solutions & services Vide Transaction No :ALLSOFT
SOLUTION 26086887071DC: Dt : 21/01/2022.

1,00,000.00

The transaction with Reference ID 645719326 is processed successful

Payment Of INR 90,000.00 to SRMPuneet

Reference ID	:	645719326
From Account Name	:	ALLSOFT SOLUTIONS AND SERV
From Account Number	:	242905000176
To Account Name	:	SRMPuneet
To Account Number	:	510909010045723
Payment Date	:	30/10/2021
Remarks	:	srmpuneetconsultation
Mode	:	NEFT
Beneficiary/ID	:	
IN NUMBER	:	
Payee Details	:	N

SRM UNIVERSITY

PLOT NO 39, RGEN RAI
SONIPAT-131029
0130-2203700,8816033311

Bill To:
ALLSOFT SOLUTION AND SERVICES PVT LTD
E-39, PHASE VIII

INDUSTRIAL AREA, MOHALI
0172-5093122,9876527999

Invoice Date: October 28, 2021
Terms: 30 days

Description	Amount
CONSULTATION CHARGES	100000.00

Thank you for your business!

Total 100000.00

Payment Options

SRM EDUCATION & RESEARCH INSTITUTE	
CA NO 510909010045723	
IFSC CODE CIUB0000102	

or SRM UNIVERSITY HARYANA
[Handwritten Signature]
AUTHORISED SIGNATORY

Bill To:
ALLSOFT SOLUTION AND SERVICES PVT LTD
E-39, PHASE VIII
INDUSTRIAL AREA, MOHALI
0172-5093122,9876527999
Invoice Date Terms
January 20, 2022 30 days

Description			Amount
CONSULTATION CHARGES			100000.00

Thank you for your business!

Total : 100000.00

Payment Options

SRM EDUCATION & RESEARCH INSTITUTE	
CA NO 510909010045723	
IFSC CODE CIUB0000102	

for SRM UNIVERSITY HARYAN
AUTHORISED SIGNATORY
Authorized Signatory

Transaction with Reference ID 710722552 is processed successfully.

Payment Of INR 90,000.00 to SRMPuneet

Reference ID : 710722552
From Account Name : ALLSOFT SOLUTIONS AND SERVICES PRIV
From Account Number : 242905000176
To Account Name : SRMPuneet
To Account Number : 510909010045723
Payment Date : 21/01/2022
Branch : Puneethodsm
Mode : NEFT

Seen

San 24.1.2022

The transaction with Reference ID 795864856 is processed successfully.

Payment Of INR 1,80,000.00 to SRMPuneet

Reference ID	795864856
From Account Name	ALLSOFT SOLUTIONS AND SERVICES PRIVATE LIM
From Account Number	242905000176
To Account Name	SRMPuneet
To Account Number	510909010045723
Payment Date	28/04/2022
Remark	srmuniv
Payment Method	NEFT
Payment Status	
Transaction Reference ID	N

Download

Print

DELL

019-20)

Credit(Debit)

019-20)
Credit(Debit)
242905000176
28/04/2022
242905000176
28/04/2022
242905000176
28/04/2022
242905000176
28/04/2022

Account No : 510909010045723

Statement Dt : 01-APR-2022 to 02-MAY-2022

Amt Brought Forward :

52,42,865.97

Date	Particulars	Chq No	Debit	Credit	Balance
22-APR-2022	BY NEFT TRF:PAYU PAYMENTS P N112221927454134:			14.00	52,42,879.97
24-APR-2022	BY ONL UPI/CR/211400949515/ANKUR EN/SBIN/9997736471/P::00032			43,500.00	52,86,379.97
25-APR-2022	BY NEFT TRF:PAYU PAYMENTS P N115221929983304:			68,782.00	53,55,161.97
25-APR-2022	BY NEFT TRF:RITU SBIN322115730608:			1,23,000.00	54,78,161.97
25-APR-2022	BY NEFT TRF:MAHESH KALRA IOBAN22115571970:			47,600.00	55,25,761.97
25-APR-2022	BY ONL UPI/CR/211516020234/NIKHIL /SBIN/NIKHILLONG/U::00032			76,750.00	56,02,511.97
25-APR-2022	TO CHEQUE:SELF:00102	2123	3,00,000.00		53,02,511.97
26-APR-2022	BY ONL UPI/CR/211691743328/KAMAL/UTIB/8307779796/ISHI::00032			45,000.00	53,47,511.97
26-APR-2022	BY NEFT TRF:PAYU PAYMENTS P N116221931618903:			20,000.00	53,67,511.97
27-APR-2022	BY NEFT TRF:PAYU PAYMENTS P N117221933033784:			95,250.00	54,62,761.97
28-APR-2022	BY NEFT TRF:ALLSOFT SOLUTION 27323833471DC:			1,80,000.00	56,42,761.97
29-APR-2022	BY ONL 0000IMPSSBI211909669310:SURESH KUM/INETIMPS002::00102			19,900.00	56,62,661.97
29-APR-2022	BY RTGS TRF:PAYUPAYMENTSPLTD RTGS - 2022042964866571:			3,46,938.00	60,09,599.97
30-APR-2022	BY ONL 0000IMPSSBI212008740342:ASHOK KUMA/MOBLT300408::00102			64,500.00	60,74,099.97
30-APR-2022	TO CHQ TRANSFER:FAST:RTGS:UTR:CIUBH22120300335: UTIB0002559:SRM EDUCATI:00117	2124	50,00,000.00		10,74,099.97
30-APR-2022	BY NEFT TRF:PAYU PAYMENTS P N120221938092535:			55,500.00	11,29,599.97
30-APR-2022	BY ONL UPI/CR/212058793154/DEEPAK S/IBKL/9812683471/P::00032			50,000.00	11,79,599.97
01-MAY-2022	BY ONL UPI/CR/212119185925/MUKHTIAR/SBIN/DEEPANSHU/A::00032			5,000.00	11,84,599.97
02-MAY-2022	BY ONL UPI/CR/212282147062/DEEPAK S/IBKL/9812683471/P::00032			51,852.00	12,36,451.97

Total

53,02,200.00

51,44,361.79

Total Debits

4

Total Credits

69

SRM UNIVERSITY DELHI-NCR, SONEPAT



SRMUH / CSE / CON / 2021 - 01

Date: 14-01-2021

Subject: Seeking Approval for Consultancy Project in collaboration with Sasac, Tamil Nadu.

This is to bring your kind notice that the consultancy project has been sanctioned in collaboration with Sasac Consultancy, Tamil Nadu with worth of Rupees 40,000 in the area of Mobile Application Development of Hospital Management (Sri Sathya Sai Sanjeevani group of Hospital, Raipur). Dr. M. Mohan will be the Head of this consultancy project and the list of student team members are attached.

Kindly give your approval for the same.

A.S. 14/1/21
Dr. Ajay Sharma
HOD (CSE)

m. mohan 14/01/21
Dr. M. Mohan
Associate Professor (CSE)

may allow pl.

*M. Mohan
21/1/21*

-X- Allowed

कुलपति कार्यालय V.C. Office
क्र. सं. 186
दि. 28/1/21
दि.

vc
[Signature]

[Signature]
29/1/2021

Dr. Mohan



Ledger View

Account Ledger/Sub Head * SASAC Pvt Ltd -Tamilnadu (Mobile Application) Narration Bill Party

Name All Vouchers

Period From; * 01/12/2021 To * 13/01/2023 Both Dr Cr

Search In Narration

OR In Party Name

View Break Up Detail Monthly Break Up Detailed View Columnar PDF Print Print Excel Refresh

In the book of: Faculty of Engineering and Technology		Ledger View of SASAC Pvt Ltd -Tamilnadu (Mobile Application)			
Date	Particulars	Vch. type	Vch. Number	Dr	Cr
31-03-2022	CITY UNION BANK LTD - 510909010045723	Receipt	Rcpt/2021-22 /MAR/0235	0.00	10,000.00
Party Name : SASAC Pvt Ltd -Tamilnadu (Mobile Application) Being fund recvd from SASAC ltd towards project titled Sri Satya Sai Sanjeevani (Mobile Application) vide UTR no:STCB270720381133 Dt:31.01.2022 (Ref:Mohan CSE)					
Opening Balance :					
Total Amount :					10,000.00
Closing Balance :					10,000.00

SRM Education & Research Institute

 Sr. Accounts Manager



Ledger View

Account Ledger/Sub Head * Bid cars pvt ltd Narration Bill Party

Name All Vouchers In Narration

Period From; * 01/12/2021 To * 13/01/2023 Both Dr Cr In Party Name

View Break Up Detail Monthly Break Up Detailed View Columnar PDF Print Print Excel Refresh

In the book of: Faculty of Engineering and Technology		Ledger View of Bid cars pvt ltd			
Date	Particulars	Vch. type	Vch. Number	Dr	Cr
19-05-2022	CITY UNION BANK LTD - 510909010045723 <i>Party Name : Bid cars pvt ltd Being fund recvd from Bid cars pvt ltd towards mobile application project (M.Mohan) vide UTR ref no:IMPSICI213315969566 Dt:13.05.2022</i>	Receipt	Rcpt/2022-23 /MAY/0086	0.00	50,000.00
Opening Balance :					
Total Amount :					50,000.00
Closing Balance :					50,000.00

SRM Education & Research Institute

[Signature]
Sr. Accounts Manager

Professor Nagesh Kumar
Director

January 10, 2023

To
Dr. Vijay Kumar Singh
Professor and Dean
Faculty of Law, SRM University Delhi-NCR
39, Rajiv Gandhi Education City, Sonapat
Haryana - 131029

Dear Dr. Singh,

We are pleased to offer you the post of External Consultant in a research project "Sector Study on Mining Industry with Focus on Iron Ore". This position is purely on ad-hoc basis on the following terms and conditions:

- 1) Consultancy Fees : Rs. 1,50,000/- (Consolidated)
- 2) Other Allowances : Nil
- 3) Tenure : Till the completion of this project
- 4) Others :
 1. As an External Consultant of the Institute, your services will be governed as per Rules of the Institute and the Competition Commission of India's guidelines on this study. The post is purely Ad-hoc and project based and you will have no claim on continuation beyond the tenure period.
 2. You will contribute to the research project on "Sector Study on Mining Industry with Focus on Iron Ore" as per the Terms of Reference annexed.

In acceptance of the offer, kindly sign and return a copy of this letter.

Thanking you,

Yours sincerely,



(Nagesh Kumar)

- CC:
 - 1) Project Coordinator
 - 2) Admin/Finance Section
 - 3) Project File

Institute for Studies in Industrial Development, New Delhi

Appointment of External Consultant (Law)

Terms of Reference

I. The study:

Legal and Regulatory framework of iron ore market and sub-markets with specific inputs as regards the mandate of the CCI as outlined in Section 18 of the Competition Act and the Preamble to the Act.

II. Deliverables:

The legal expert will be working on the following broad objectives and write a chapter based on this. Also, the legal expert will help the research team while designing questionnaire (with legal input if required) and also while presenting the findings of the study by providing inputs on the legal aspects in the chapter.

III. Objectives of the Study

The following are the *broad focus areas/objectives* related to the legal side of the study as indicated by the sponsoring agency.

- (i). How different has been the Indian mining policy regime from those in major mineral rich (more specifically iron ore) and mining industry dependent countries, such as Brazil, South Africa, Canada, Australia, etc., especially in the context of promoting their respective iron ore industries' growth
- (ii). Throughout iron ore mine cycle (exploration to mine closure) and iron ore supply chain (iron ore extraction to concentration and refined iron product), identify and examine the constraints at the policy level for deviation (if any) from global trends. The analysis should also focus on *legacy issues, related to past policies, actions and practices*.
- (iii). Whether the legal and policy framework governing the mining industry contains any provisions, which may inadvertently contain any anti-competitive/market distorting potential in respect of the iron ore industry. (For this purpose, CCI's Competition Assessment Toolkit may be referred to as a guideline for analysis).

IV. Tentative detailed structure of the chapter on legal issues:

The following is the tentative structure of the chapter, which needs to be improved based on the comments from the sponsor/experts.

- (i) Review the existing mining laws in India (including the selected state level mining laws (if any) where iron ore mines exist and relate it to the Competition Act.

(Here the idea is to identify the areas where mining laws and competition law are interlinked.)

(ii) To unravel whether such interaction between competition law and mining laws are leading to market imperfections (competition issues) in the horizontal/vertical line of operation of iron ore market.

(iii) Bring out the experience of mineral rich countries (like Brazil, South Africa, Canada, Australia, etc.) while dealing with the competition issues identified.

(Here the idea is provide lessons for India, based on the antitrust case history in the above-mentioned countries).

V. Remuneration:

The external consultant will receive a consolidated pay of Rs. 1.5 Lakhs (Rupees One Lakh Fifty Thousand only) in two equal instalments: first after the submission of the first draft and the second upon submission of the final draft and acceptance of the report by the CCI.

VI. Timeline

We expect the first draft of the chapter by **20th February, 2023**, which can be modified and submitted the final version by the **first week of March, 2023**.

We shall circulate the field survey questionnaire for incorporating questions/inputs from the legal angle if any, which may strengthen the study.

VII. Confidentiality and Intellectual Property Rights

As per the Sponsor of this study, the research team will keep complete confidentiality. The report, data and the materials used will be the intellectual property of the sponsor. Sponsor's prior permission is required for using any part of this study for other purposes. The entire research team will follow the guidelines given by the sponsor.

The engaged researcher(s) will follow research ethics, and provide good quality input for the study.

2nd January, 2022



MASTER INDEPENDENT CONTRACTOR AGREEMENT

THIS MASTER INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is entered into effective as of June 26, 2024, (“Effective Date”) between Anrika Technologies LLP, having offices at D-5 Logix Infotech Park Noida, Sector 59 Noida, India (“Company”), and Dr Puneet Goswami (the “Contractor”) having address at 39, Rajiv Gandhi Education City, Delhi-NCR, Sonapat-131029, Haryana (India)

I. Services.

I.1 Contractor agrees to use commercially reasonable efforts to perform the services (the “Services”) and provide any deliverable associated therewith (“Deliverable”) as set forth on the statement of work in Exhibit A attached hereto (“SOW”) and as may be requested by Company from time to time upon issuance of additional SOWs. Upon both parties’ execution of a SOW, the SOW shall be deemed incorporated herein by this reference and attached hereto. Each SOW will include a description of the Services to be provided, a schedule and other timing issues, and fees.

I.2 Upon Company’s reasonable request, or as otherwise provided in this Agreement or any SOW, Contractor will submit progress reports to Company of the Services to be provided (and any Deliverables) to be completed under this Agreement. The progress reports shall include, at a minimum, the status of the Services (including any deliverables), the expected date of completion, explanation for any delays, problem reports, and problem resolution plans.

I.3 The parties agree that Contractor shall perform the Services remotely, however, in the event Contractor is working on Company’s premises, Contractor will observe Company’s rules and policies relating to the security of, access to or use of such premises. Contractor shall not be permitted to remove any property of Company or a third party supplier of Company from Company’s premises without the prior written consent of Company.

I.4 Contractor may perform services for any third party so long as this Agreement is not breached (including but not limited to Section 1.8 (Interference with Company’s Business), Section 3 (Ownership of Work Product) and Section 7 (Confidentiality and Nondisclosure)) and Contractor’s ability to perform the Services required by this Agreement is not impaired.

I.5 The Contractor shall comply with all applicable laws, regulations, ordinances and other governmental rules in performing the Services under this Agreement. The Contractor understands that Contractor is not an employee of the Company. Contractor is not entitled to any benefits provided or rights guaranteed by Company, or by operation of law, to its respective employees, including but not limited to group insurance, liability insurance, disability insurance, unemployment insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium “overtime” pay, and the like. Since Contractor is an independent contractor, Company will make no deductions from compensation paid to Contractor for any federal or state taxes or FICA, and Company has no obligation to provide worker’s compensation coverage for



Contractor's personnel. Company has no obligation to provide or to make any premium "overtime" payments at any rate other than the normal rate agreed to in the SOW, unless otherwise agreed to and authorized by Company for night or weekend premium work on a case by case basis at the outset of any project.

I.6 Each SOW shall specify the commencement date and anticipated duration of the Services. Subject to Section 1.7, below, Company may postpone the commencement date or extend the duration of provision of Services upon prior written notice to Contractor.

I.7 Company may from time to time desire to make changes to the SOW. In such circumstances, the Contractor will at Company's written request prepare an estimate setting out the proposed changes to the SOW, the consequences on the fees and costs (if any), and the time frame for delivery and/or completion (the "Change Order"). If Company accepts the Change Order, it will be made an addendum to the SOW or a new SOW shall be prepared and added to this Agreement, as appropriate, and this Agreement shall be modified accordingly.

I.8 Interference with Company's Business.

(a) Contractor agrees that, during the term of this Agreement and for a period of one-year thereafter, Contractor will not directly or indirectly:

- (i) engage or participate in the solicitation or attempt to solicit or in any manner encourage employees or consultants of Company to work for Contractor or any other business;
- (ii) call on, initiate contact with, or actively solicit, or attempt to call on, initiate contact with, or actively solicit, any of Company's customer contacts with whom Contractor became acquainted during the course of, and solely as a result of, providing Services under this Agreement; or
- (iii) do any business with, enter into any agreement with, or provide any services to direct competitor or any Affiliate thereof (the "Restricted Vendor"). "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, a party, but such person or entity shall be deemed to be an Affiliate only so long as such ownership or Control exists. "Control" means possession of the power to direct or cause the direction of management or policies of a company or person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(iv) Notwithstanding Section 3(a)(iii) above:

- 1) Contractor shall be permitted to work with any Restricted Vendor that its client(s) work with solely through, and to the extent of, Contractor's engagement with such client(s); and



(b) Contractor acknowledges and agrees that, notwithstanding any other provision of this Agreement, Company may terminate this Agreement immediately for any breach by Contractor of this Section 1.8, in addition to other rights and remedies Company may have.

(c) Other than as set out in this Section 1.8, Contractor shall not be restricted from providing services to any third-party so long as in the course of providing such services Contractor does not breach any of its obligations set out in this Agreement, including under Section 8 (Confidentiality and Nondisclosure).

I.9 Acceptance of Deliverables. Acceptance of a Deliverable by Company will be subject to the criteria for such Deliverables as set forth in the applicable SOW.

II. Fees, Invoice and Payment.

II.1 Company shall pay Contractor the fees as specified in the applicable SOW for services satisfactorily performed by Contractor under this Agreement.

II.2 Unless otherwise specified in the SOW, Contractor shall submit invoices to Company for Services rendered to Company under this Agreement. Such invoices shall be made on a bi-weekly basis, except that with respect to projects for which milestones payments are made, such invoices shall be submitted with the deliverables at each milestone. Each invoice shall specify the applicable SOW under which the Services were performed, a general description of the Services performed and/or Deliverables provided, and if payment is made on an hourly basis, hours worked during the month by Contractor and its hourly rate, or if payment is made on a milestone basis, identification of the applicable milestone and a certification by Contractor that the milestone has been achieved. Company shall pay Contractor amounts due not subject to a good faith dispute within 14 days of Company's receipt of each proper and complete invoice.

II.3 Company will reimburse Contractor for all necessary and reasonable business expenses incurred by Contractor in connection with his performance of the Services, provided Contractor obtains prior written approval from Company (email approval shall suffice) for any such expenses and prior to reimbursement Contractor submits to Company supporting documentation for such expenses that is reasonably acceptable to the Company. Unless otherwise agreed in writing, the Company will not reimburse the Contractor for any expenses. The fee(s) payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be assumed by and paid for by Contractor.

II.4 Company's payment of an invoice shall not constitute acceptance of the corresponding Services or Deliverables, and the payment shall be subject to adjustments and offset for failures of Contractor to meet the requirements in this Agreement and/or a SOW.

III. Ownership of Work Product.



Anrika Technologies LLP
Logix InfoTech Park
D-5, Sector-59
Noida-201301
U.P, India

III.1 As used in this Agreement, (a) the term “Work Product” means any and all Deliverables, plans, slides, documents, artwork, logos, software, data, databases, designs, documentation, specification, electronic hardware and components, products, product improvements, product modifications formulas, inventions, innovations, know-how, reference designs, chip designs, recommendations, reports, techniques, writings of any nature, and work-in-progress and any other work developed, written, made, conceived or reduced to practice in the course of or arising out of the Services performed by Contractor under this Agreement, whether or not jointly conceived; and (b) the term “IP Rights” means any and all patents and patent applications (including any divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, or extensions), copyrights, mask work, trademarks, trade secrets and other intellectual property and proprietary rights.

III.2 Contractor acknowledges and agrees that ownership of the entire right, title and interest in the Work Product shall reside in Company; provided, however, that Contractor shall retain all rights in Contractor’s pre-existing inventions, materials, expertise, know-how, materials, or other technology, owned by or licensed to Contractor prior to the Effective Date of this Agreement which is listed on Exhibit “B” attached hereto (“Pre-Existing IP”). Subject to the foregoing limitation, Contractor shall assign and transfer and does hereby expressly and irrevocably assign and transfer to Company all rights, title, and interest, worldwide, in and to the Work Product, including without limitation, all IP Rights embodied in or relating to the Work Product. Further, Contractor hereby waives throughout the universe the “moral” rights of authors; as such term is commonly understood. The Work Product shall, at all times, between the parties, be and remain the sole and exclusive property of Company and may not be used by Contractor for any purpose other than the benefit of Company.

III.3 If Contractor incorporates into the Work Product any such Pre-existing IP, Contractor grants to Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sub licensable license to make, have made, use, sell, offer to sell and import products and services incorporating or embodying such Pre-existing IP, and to reproduce, modify, create derivative works of, distribute, transfer and otherwise exploit the Pre-existing IP, as part of Company products or services or otherwise in connection with Company’s business, as it is currently conducted and as it may be conducted in the future.

III.4 During the term of this Agreement, the Contractor shall promptly disclose and deliver to the Company the Work Product. Such disclosure shall continue for one year after termination of this Agreement with respect to anything that would be Work Product if made, conceived, reduced to practice or learned during the term thereof. During the term of this Agreement, and at any time thereafter, Contractor shall assist Company, upon request from Company (and, if requested after termination of this Agreement, at Company’s expense), but without further compensation to Contractor, in taking any action that may be reasonably necessary to secure, perfect, register, maintain and defend Company’s right, title and interest in the Work Product, including without limitation Company’s IP Rights. Following termination of this Agreement, Company shall compensate Contractor at rate of \$40 per hour, for time actually spent by Contractor at Company’s request on such assistance. In the event that Company is unable for



any reason whatsoever to secure Contractor's signature to any lawful and necessary document required to apply for or prosecute any patent, trademark or copyright or other right or protection with respect to Work Product (including renewals, extensions, continuations, divisions or continuations in part thereof), Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contractor's agents and attorneys-in-fact to act for and in Contractor's behalf and instead of Contractor, to execute and file any such application(s) and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Contractor.

IV. Term and Termination.

IV.1 This Agreement commences on the Effective Date and shall continue in effect as long as any SOW's are in effect, until the final SOW is completed, or until terminated earlier as provided in this Section.

IV.2 Either party may terminate this Agreement, or any SOW, for convenience, upon 15 days' prior written notice to the other party.

IV.3 Should Contractor default in the performance of this Agreement or materially breach any of its terms, Company, at its option, may terminate this Agreement immediately upon giving written notice to Contractor. For the purpose of this section, material breach of this Agreement shall include but not be limited to failure to complete the Services in a timely fashion, habitual neglect, gross negligence or willful wrongdoing in the performance of the Contractor's duties, or Contractor's breach of Section 1.8 (Interference with Company's Business), Section 3 (Ownership of Work Product), Section 7 (Confidentiality and Nondisclosure), Section 9 (Property of Others) and Section 10.2 (Assignment) of this Agreement.

IV.4 Upon any termination of this Agreement, all SOWs then in effect will automatically terminate, and Contractor shall cease performing any and all Services contemplated thereunder unless Company requests that Contractor complete certain Services in accordance with the applicable SOWs. In such event, all rights and obligations of the parties under this Agreement will continue in effect with respect to the Services or projects until their completion.

IV.5 Upon any termination of this Agreement for any reason (and with respect to ongoing Services pursuant to Section 4.4 above, upon their completion), Contractor shall, within five days of the termination (or completion), return or otherwise provide to Company all of the Confidential Information (as defined below), including without limitation all Work Product, and any software, equipment or other materials provided by Company to Contractor. In addition, Contractor shall provide to Company or destroy (at Company's option) any and all documents, memoranda, notes, and other tangible embodiments, in electronic or non-electronic form, prepared by Contractor based on or which include Confidential Information to the extent necessary to remove all such Confidential Information from Contractor's possession or control. Company's



sole obligation upon termination of this Agreement pursuant to Section 4.2 above shall be to pay to Contractor amounts not subject to a good faith dispute accrued prior to the date of termination.

IV.6 The following Sections shall survive any termination or expiration of this Agreement: Sections 1.5, 1.8, 3, 4.4, 4.5, 4.6, 5, 6, 7, 8, and 9.

V. Warranties. Contractor represents and warrants that (i) it has all necessary and sufficient rights, permissions, consents and authority to enter into and fully comply with this Agreement; (ii) the Services will be completed in a professional and workmanlike manner and shall comply in all respects with this Agreement and that the Deliverables will perform and function substantially in accordance with the specifications therefor; (iii) the Work Product does not and will not infringe any third party's IP Rights and are free from any liens, encumbrances or claims; and (iv) Contractor has all licenses, rights, title and interests, as well as all permits, licenses and similar permissions required by applicable law, rule or regulation, to provide the Services and to develop and deliver the Work Product to Company under this Agreement.

VI. Indemnification.

VI.1 Contractor shall defend, indemnify and hold Company, its affiliates and their respective directors, officers, employees, and agents harmless from and against any and all claims, actions, demands, suits, losses, liabilities, judgments, awards, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) (each a "Claim") arising out of or related in any way to: (i) an actual or alleged infringement or violation by the Services or Work Product of any third party's IP Right; (ii) any act or omission by Contractor related to performance under this Agreement; and (iii) any breach by Contractor of any of its representations and warranties herein. Contractor's indemnification obligation under this Section 6.1 shall be limited as set out in Section 7 below.

VI.2 Company agrees to (i) promptly notify Contractor of any Claim, (ii) permit Contractor sole control to defend, compromise or settle any Claim; and (iii) provide all reasonably available information, assistance and authority at Contractor's expense required by Contractor to perform its obligations under this Section 6.2. Company may participate in the defense or settlement of any Claim at its own expense. Contractor agrees that it will not settle any Claim in a manner which would impose any obligation on Company or restrict Company's right, title or interest in the Work Product without Company's prior written consent.

VII. Limitation of Liability. WITH THE EXCEPTION OF LIABILITIES ARISING FROM (A) CONTRACTOR'S BREACH OF (i) THE WARRANTIES PROVIDED IN SECTION 5(iii) (THIRD PARTY IP INFRINGEMENT), (ii) ITS OBLIGATIONS PURSUANT TO SECTION 1.8 (INTERFERENCE WITH COMPANY'S BUSINESS); AND (iii) ITS OBLIGATIONS PURSUANT TO SECTION 8 (CONFIDENTIALITY AND NONDISCLOSURE), AND (B) CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES



(INCLUDING ANY LOSS OF ADVERTISING FEES, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, CONTRACTOR'S AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE OR OWED TO CONTRACTOR UNDER THIS AGREEMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

VIII. Confidentiality and Nondisclosure.

VIII.1 As used in this Agreement, "Confidential Information" of Company means any and all technical and non-technical information owned by or licensed to Company and disclosed, provided to or learned by Contractor, including without limitation the Work Product and information related to Company's current, future and proposed products and services, and information concerning Company's research, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information, that Company identified as confidential or that ought in good faith to be considered confidential, and "Confidential Information" of Contractor means all Pre-Existing IP. In addition, Confidential Information shall mean any third party's proprietary or confidential information disclosed to Contractor in the course of performance of any and all Services under this Agreement; provided, however, Confidential Information does not include information that (i) is or becomes publicly known through no wrongful act of the receiving party, (ii) was independently developed by the receiving party without violating any of the provisions of this Agreement, (iii) was known to the receiving party prior to the effective date of this Agreement as proven by the contemporaneous written records of the receiving party, or (iv) is required to be disclosed pursuant to a requirement of a government agency or law, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure.

VIII.2 At all times during this Agreement and at all times after termination of this Agreement, the party to whom Confidential Information has been imparted will keep in strict confidence and trust all Confidential Information. The party to whom Confidential Information has been imparted will not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any third party without the disclosing party's prior written consent. The parties may only use Confidential Information for purposes of performing the Services under this Agreement. Each party shall use its best efforts to take all reasonable steps to minimize the risks of disclosure of Confidential Information. Each party shall promptly notify the other of any unauthorized use or disclosure of the Confidential Information. Each of the parties further agree that the unauthorized disclosure of Confidential Information received from the other will cause irreparable harm and significant injury to the other which may be difficult to ascertain. Accordingly, each party agrees that the other shall be entitled to equitable relief, including, without limitation, an immediate injunction enjoining any breach by it, in addition to all other remedies available to such party at law or in equity. The parties agree that Company's use of the Pre-Existing



IP as permitted pursuant to Section 3.3 above shall not under any circumstance be deemed to be a breach by the Company of its obligations under this Section 8.

VIII.3 Contractor recognizes that Company has received and in the future will receive information from third parties which is the third party's private or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that during the term of this Agreement and thereafter Contractor owes Company and such third parties a duty to hold all such private or proprietary information received from such third parties in the strictest confidence and not to disclose it, except as necessary in carrying out Contractor's work for Company consistent with Company's agreement with such third party and not to use it for the benefit of anyone other than for Company or such third party consistent with Company's agreement with such third party.

VIII.4 Both parties acknowledge that (i) the restrictions and obligations contained in this Section 8 are reasonable and necessary to protect the other party's legitimate interests; (ii) in the event of a violation of these restrictions or a breach of these obligations, remedies at law shall be inadequate and violation or breach may cause irreparable damages to the disclosing party within a short period of time; and (iii) the disclosing party shall be entitled to injunctive relief, without posting bond or other security, against the other party, for each and every violation or breach, provided the enjoined party is given lawful notice of the proceeding and an opportunity to appear.

IX. Property of Others. Contractor warrants and represents that Contractor's performance under this Agreement does not and will not breach any agreement with any third party, including to keep in confidence confidential or proprietary information or trade secrets, if any, learned or acquired by Contractor in confidence or in trust prior to this Agreement. There are no agreements, written or oral, conveying rights in any research conducted by Contractor under this Agreement to anyone other than Company. Contractor has not entered into, and Contractor agrees Contractor will not enter into, any agreement either written or oral in conflict herewith. Contractor understands, as part of the consideration for entering into this Agreement, Contractor has not brought and will not bring to Company or use in the performance of Contractor's responsibilities at Company any equipment, supplies, facility or proprietary or trade secret information of any third party, including without limitation, current or former clients to which Contractor provided services which are not generally available to the public, unless Contractor has obtained written authorization for their possession and use.

X. General

X.1 Insurance Obligations. Contractor and Company agree that no employment relationship is created by this Agreement. Company is interested only in the results to be achieved. Contractor is an independent contractor and will not be considered an agent or common law employee of Company for any purpose. Contractor is not entitled to any of the benefits that Company provides its common law employees, including but not limited to health insurance, life insurance, participation in Company's stock option plan and any other similar benefits. Contractor



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U.P, India

is solely responsible for securing and maintaining workers' compensation insurance, if legally required, for Contractor.

X.2 Assignment. Contractor shall not, in whole or in part, assign its rights or delegate any duties under this Agreement without Company's prior written consent, which may be withheld in Company's sole discretion. Without limiting the generality of the foregoing, Contractor specifically agrees that it will not enter into any subcontract to furnish all or any portion of the Services without prior written approval from Company. Any attempted assignment or delegated duty without the required consent shall be void. Company may freely assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

X.3 Governing Law. This Agreement and the rights and obligations of the parties shall be governed and construed by the substantive laws of the State of Florida as applied to contracts that are executed and performed entirely in Florida. Exclusive jurisdiction and venue for any dispute arising out of or related to this Agreement shall lie with the federal and state courts located in and serving Volusia County, Florida.

X.4 Use of Name. The Contractor agrees not to use Company's name or logo in any advertising nor as a reference for any promotional purposes without Company's prior written consent.

X.5 Complete Agreement. This Agreement, including its Exhibits, together with any and all SOWs hereunder, supersede all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties with respect to its subject matter, unless modified in writing and signed by both parties.

X.6 Severability. If a court of competent jurisdiction holds any provision of this Agreement, or its application, invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

X.7 Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed effective when hand-delivered or sent by registered mail, return receipt requested or by confirmed facsimile transmission to the signatory of each party to this Agreement as specified below and at the address specified or confirmed receipt requested via email by each party or other address as either party may specify to the other party in the future in conformity with this Section.

X.8 Other. Any and all rights and remedies of a party upon the other party's breach of or default under this Agreement (whether expressly conferred by this Agreement or otherwise) shall be deemed cumulative with and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on the party, and the exercise of any one remedy shall not preclude the exercise of any other. No delay or failure by either party to act in the event of a breach or



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default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself. The captions and headings appearing in this Agreement are for reference only and shall not be considered in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date: June 26, 2024

CONTRACTOR: Dr Puneet Goswami

By _____

Name: Dr Puneet Goswami

Antrika Technologies LLP

By Udit Agarwal

Name: Udit Agarwal

Title: Partner



EXHIBIT A
To the
MASTER INDEPENDENT CONTRACTOR AGREEMENT
Dated June 26, 2024
STATEMENT OF WORK

Project Scope

The AI-based image generation software will include the following key features:

- **Image Generation:** Generate images based on textual descriptions or reference images.
- **Customization Options:** Allow users to adjust various parameters (e.g., style, color, resolution).
- **User-Friendly Interface:** Design an intuitive UI for both novice and advanced users.
- **Integration Capabilities:** Enable easy integration with other software systems or platforms.
- **Performance Optimization:** Ensure the software runs efficiently on standard hardware configurations.

Milestones, Deliverables and Payment Schedule

The total project cost is INR 9,00,000 (excluding taxes). Payments will be made based on the completion and delivery of specific milestones. The proposed milestones, deliverables and payment schedule are as follows:

Milestone 1: Requirement Analysis and Design (INR 1,00,000)

- Detailed requirement gathering and analysis.
- Creation of system design and architecture documentation.
- Initial UI/UX design prototypes.
- Deliverables: Requirement Specification Document, System Design Document, UI/UX Prototypes.

Milestone 2: Core Algorithm Development (INR 2,00,000)

- Development of core AI algorithms for image generation.
- Testing and validation of algorithms with sample data.



- Deliverables: AI Algorithm Code, Algorithm Test Results.

Milestone 3: Software Development (INR 2,00,000)

- Development of the software application, including front-end and back-end components.
- Integration of AI algorithms with the user interface.
- Initial internal testing and debugging.
- Deliverables: Complete Software Application (Beta Version), Test Reports.

Milestone 4: User Testing and Feedback (INR 1,50,000)

- Deployment of the beta version for user testing.
- Collection and analysis of user feedback.
- Refinement and optimization based on feedback.
- Deliverables: User Feedback Report, Updated Software Application.

Milestone 5: Final Delivery and Training (INR 1,50,000)

- Final testing and quality assurance.
- Delivery of the final software version.
- Training sessions for client's team.
- Deliverables: Final Software, Training Materials, Training Sessions.

Milestone 6: Post-Deployment Support (INR 1,00,000)

- Ongoing support for a specified period post-deployment.
- Bug fixes and minor enhancements.
- Deliverables: Support and Maintenance Reports.

Aman Dahiya

Entrepreneur



Date:28th May,2024

Dear Prof. Ruchi Kawatra

We are pleased to offer a consultancy project worth Rs 40,000 for the Mobile Application Development and Website Development of our production, AD's to Dr Ruchi Kawatra and her students of Computer Science & Engineering Department, SRM University, Delhi-NCR, Sonapat, Haryana.

Her team will develop the app and website and deliver to us in six months of time

Thanking You

Aman Dahiya
Owner, AD's



The Royal Café

SRM Nagar, Kattankulathur, Kanchipuram District, Chennai - 603 203.
Phone : 044 - 4743 2487 E-mail : srmroyalcafe@yahoo.com

16.06.2023

Personality and Skill Development Program – 1st July 2023 to 30th June 2024

The Institute of Hotel Management SRM University, Delhi-NCR, Sonapat, Haryana conducting a training program "Personality and Skill Development courses." The Chairperson of this training program is Dr. Sanskriti Singh and Dr. Prakash Chandra Pandey of IHM, SRM University, Delhi NCR, Sonapat, Haryana. This training program is from 1st July 2023 to 30th June 2024. This is an exclusive skill development training program for all the employees of The Royal Cafe. All the employees of The Royal Cafe can participate in this training program. The training cost of the program is Rs. 1,00,000 (Rupees one lakh only). This amount will be paid in two installments to the University.

Thanking You

Yours Sincerely

Dr.D. Antony Ashok Kumar, MBA, Ph.D.,
Executive Director