

Grams: "TECHNOLOGY"  
Email: registrar@jntuk.edu.in



Phone: Off: 0884 -2300900  
Fax: 0884 -2300901

**JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY KAKINADA**  
KAKINADA-533 003. ANDHRA PRADESH (India)  
(Established by Andhra Pradesh Act No.30 of 2008)

Lr.No. DAP/B1/Establishing Startups on campus/2018-19

Dt.1.11.2018

**Prof. V.V.Subba Rao,**  
**B.Tech., M.E., Ph.D.**  
**REGISTRAR**

**TO WHOM SO EVER IT MAY CONCERN**

This is to Certify that "Aditya Institute of Technology and Management, Tekkali, Srikakulam District, Andhra Pradesh", has been authorized to establish startups on campus as per the policy of IT & C Department, Andhra Pradesh. Innovation & Startup policy 2014-2020 for the development of Innovation, Entrepreneurship and Startup culture in the Affiliated Engineering Colleges.



**REGISTRAR**  
**REGISTRAR**  
J.N.T. University K  
KAKINADA-533

Summary :

3.3.4 Number of start-ups incubated on campus during the last five years (5)
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2017-18	2016-17	2015-16	2014-15	2013-14
1	1	1	2	0

3.3.4 Number of start-ups incubated on campus during the last five years (5)			
Name of the start up	Nature of start up	Year of commencement	Contact information of the promoters
costalbites.in	online grocery for drfruits	2017-18	A.V.S.MANISHA, reg no : 14a51a04g2,IV ECE, email : info@costalbites.in, contact : +91 8424 888 55,
curehouse.in	hospitality management and services	2016-17	M.prabhakar, reg no: 14a51a0104 IV CIVIL student, email: mprabhakaryash2323@gmail.com, contact : 09010428953,
indoshoppy.com	online grocery	2015-16	k.kirankumar reddy, reg no: 13a51a0591 III CSE student, email: kiranreddy@indoshoppy.com , contact :08074999926,
Runway Labz Pvt.ltd	robotics and home automation	2014-15	B.joga rao,reg no:10a51a0219 IV EEE student, EMAIL:joga4517@gmail.com,contact:9703112306,
Heartynote.com	social networking	2014-15	k.mohan krishna, reg no : 10a51a0574 IV CSE ,email: krishcdbry@heartynote.com, contact :07042836146,

**Costalbites.in**  
**(2017-18)**





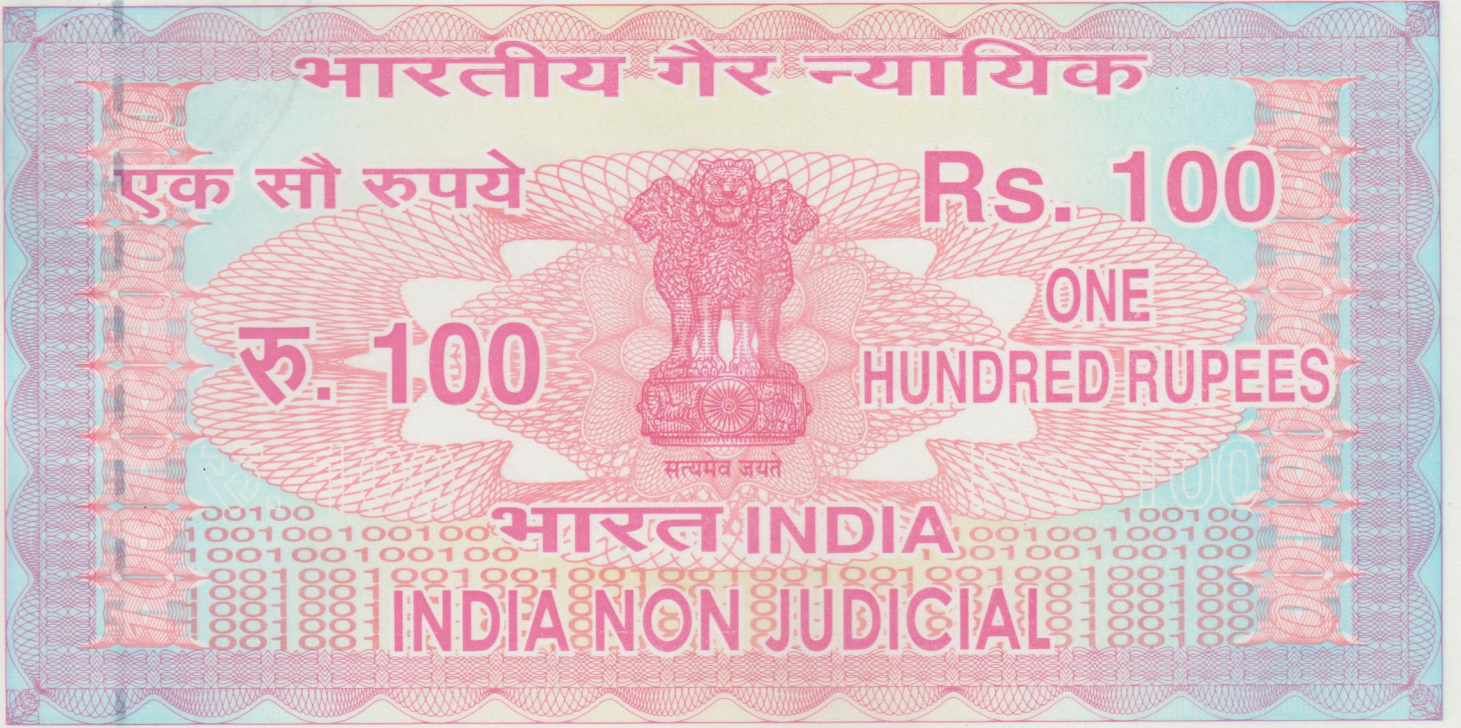
## DEALS OF THE DAY



## PRODUCTS







ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No. 37 Rs. 100/- Date 3.3.2018

Sold To Ratnala Srinu S/o Umapathi

For Whom M/s Costal Bites, Nuvvalarevu

BX 202758

A.L.V. Malleswara Rao  
A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
No. 01-15-001/2012  
R.L. No. 01-15-002/2018  
D.No. 3-11-2, Gajula Veedhi  
SRIKAKULAM-532 001

### DEED OF PARTNERSHIP

This Deed of partnership is executed on this 06<sup>th</sup> day of MARCH, 2018 amongst:-

1. Sri. **RATNALA SRINU**, aged about 22 years, S/o Shri. Ratnala Umapathi R/o Door No.1-577, Tupilli veedhi, Nuvvalarevu Village, Vajrapukotturu mandal, Srikakulam Dist, Andhra Pradesh, Pin-532 222 as Party of First part and

2. Miss **ATREYAPURAPU VENKATA SURYA MANISHA** aged about 21 years, D/o Shri Rama Rao Atreyapurapu resident of R/o Door No.4-3-18/7a, Joseph Convent Road, Roy Colony, Srikakulam Town and District, Andhra Pradesh, Pin-532 001 as party of Second part

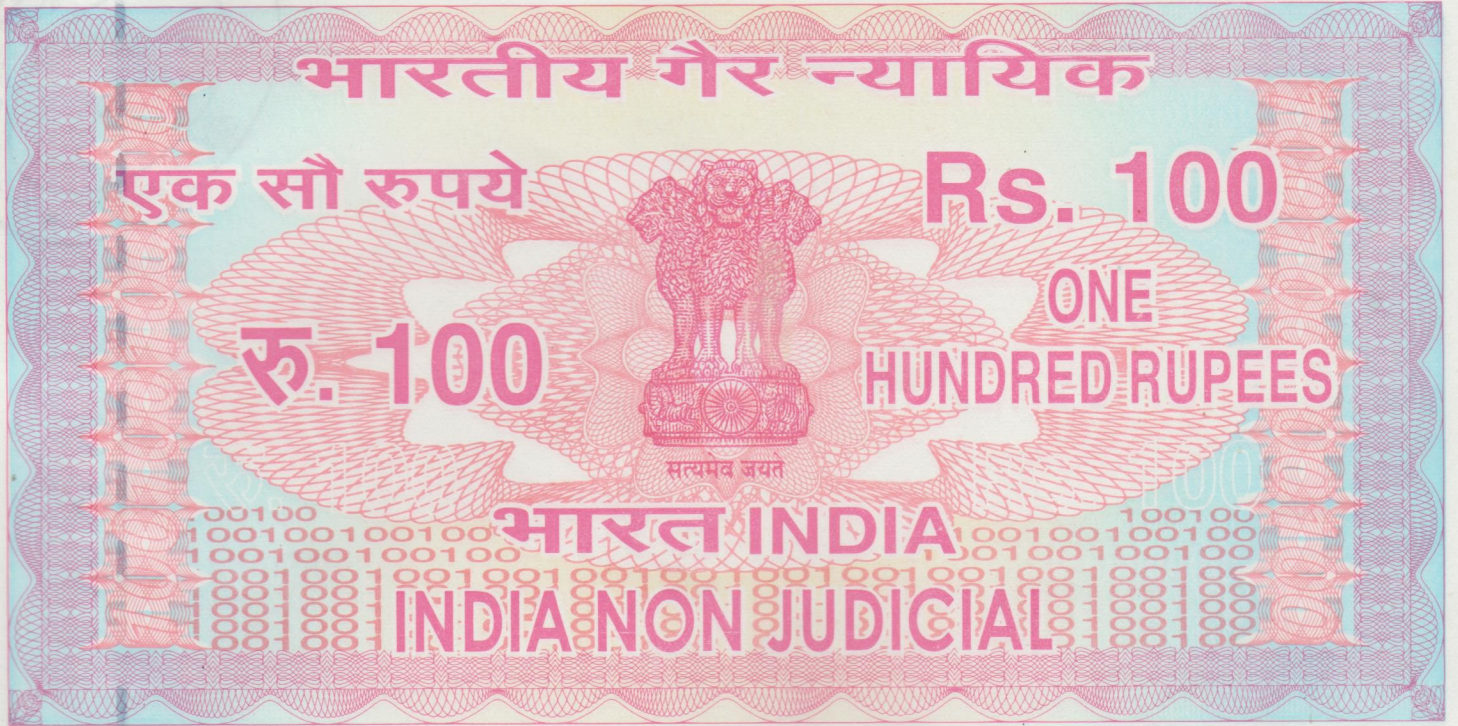
The aforesaid parties have formed themselves into a partnership this day for the purpose of carrying on the business of E-COMMERCE ( online business) and related activities' etc. and to do any other business as the partners may in future decide upon for mutual benefits of all. And whereas the partners have mutually agreed to carry on the said business under the name and style of **COSTAL BITES** with its place of business at **DOOR NO.1-577, TUPILLI VEEDHI, NUVALAREVU VILLAGE, VAJRAPUKOTTURU MANDAL, SRIKAKULAM DIST, ANDHRA PRADESH, PIN-532 222**

AND NOW WHEREAS the parties to this deed desire that the terms and conditions on which they propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding.

*[Signature]*

2. *[Signature]*





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No. 280 Rs. 100 Date 5.3.2018

Sold To Ratnala Srinu S/o Umavathi

For Whom M/s Costal Bites, Nuvvalarevu

BX 202759

A. V. Malleswara Rao  
A. V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2018  
D.No. 3-11-2  
SRIKAKULAM-532 001

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the terms and conditions of the partnership:

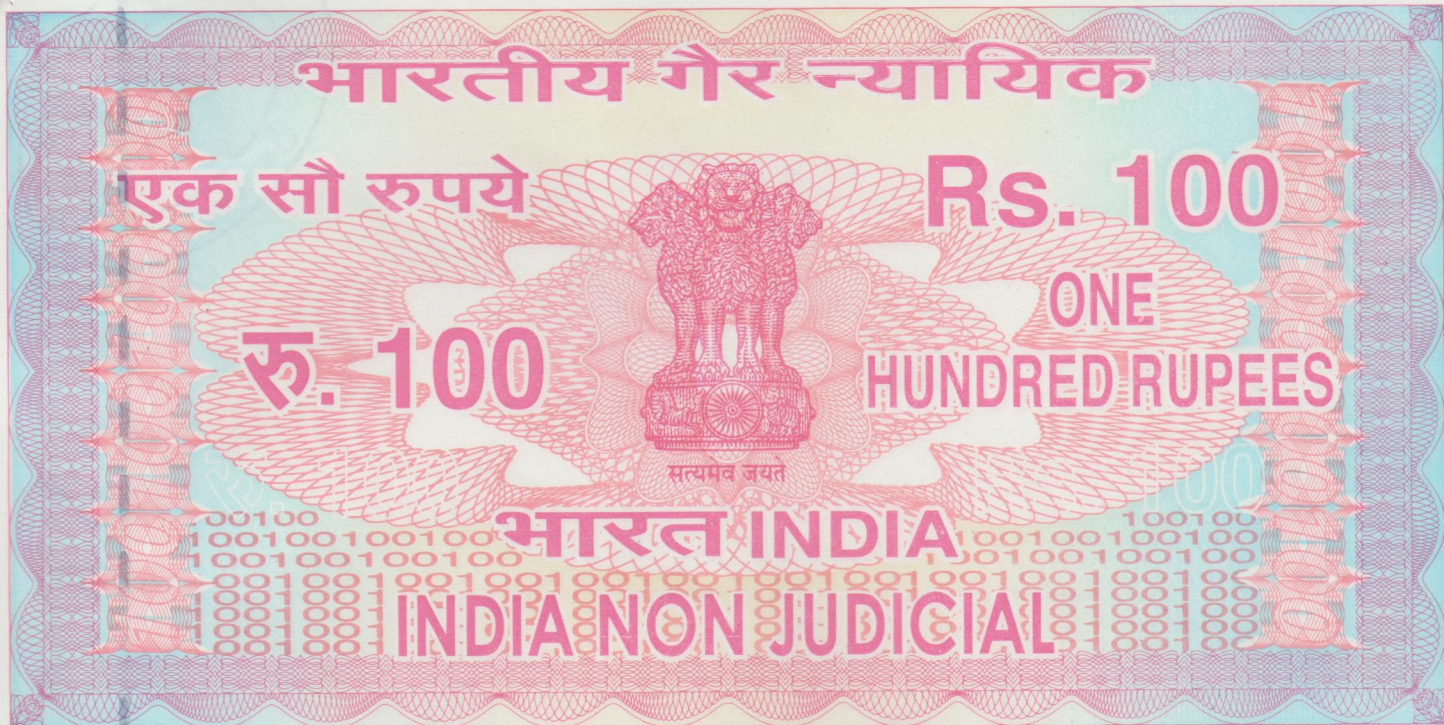
1. That the partnership business has been and shall continue to be carried on under the name and style of **COSTAL BITES**.
2. The principal place of business shall be at **DOOR NO.1-577, TUPILLI VEEDHI, NUVALAREVU VILLAGE, VAJRAPUKOTTURU MANDAL, SRIKAKULAM DIST, ANDHRA PRADESH, PIN-532 222.** for the time being and such other place or places as may be mutually agreed upon from time to time.
3. That the business of the firm shall be that in the line of E-COMMERCE (online business) and the partners of the firm may embark upon other lines of business for the benefit of the firm.
4. Necessary capital for the partnership business shall be arranged and contributed by the partners and as when needed with mutual agreement.
5. That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

Such interest shall be considered as an expenditure of the firm and shall be debited to the

*[Signature]*

2, *[Signature]*





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 2381 / 100 Date 5.3.2018

Sold To Ratnala Srinu S/o Uma Patni

For Whom Mr. Pantnera m/s Coastal Bikes, Nuvvula Rao

BX 202760

A.L.V. Malleswara Rao  
A.L.V. Malleswara Rao  
Licensed Stamp Vender  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2018  
D.No. 3-11-2, Gajula Veech  
SRIKAKULAM-532 001

Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

6. That **SHRI. RATNALA SRINU** shall be the managing Partner and is authorised to do all acts and things necessary for good conduct of business. He is also empowered to represent the firm or authorize any person to represent in all departmental matters & proceedings, court matters, etc. The second partner have agreed to keep herself actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

In consideration of services rendered by the partners, they shall be paid such yearly remuneration Rs. 60,000/- per each partner or as may be decided by the partners from time to time. If more book profits are available then the remuneration allowable as per explanation (3) to section 40(b)(v) of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year and that amount of remuneration shall be partners remuneration. Such amount of remuneration shall be distributed between the said partners in the proportion of their profit sharing.

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

*Ratnala*

2, *Mr. Srinu*





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 2382 - 100/- Date 5.3.2018  
Sold To Ratnala Srinu S/o Uma Pathi  
For Whom M/s Pantoneer m/s Coastal Bikes, Nurrula Remun

BX 202761

A. V. Malleswara Rao  
A. V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2018  
D. No. 3-11-2, Gajula Veedhi  
SRIKAKULAM-532 001

7. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

8. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

9. That the partnership shall be a partnership **at will**.

10. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners **Equally**.

The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

11. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated by any of the partners individually.

12. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

13. That notwithstanding anything contained in the Indian Partnership Act it is hereby

*Ratnala*

2, *Meetha*





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 8383 Rs. 100+ Date 5-3-2018

Sold To Ratanala Srinu S/o Uma Puthi

For Whom M/s Coastal Bikes, Nurnala Renu

BX 202762

A. V. Malleswara Rao  
All V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2018  
D.No. 3-11-2, Gajula Veedhi  
SRIKAKULAM-532 001

mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

14. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

15. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

16. Any funds that are necessary for the purposes of business requirements may be raised by firm from any individual or any financial agencies / banks as per the interest rates are applicable.

17. That the partners to this deed are partners in their individual capacity. The parties do not represent any other person.

18. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own

Ratanala

2, M. Krishna



moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

19. At the time of dissolution of the partnership all the assets of the firm Shall be realized all the liabilities shall be met and capitals be repaid. Any surplus left over shall be divided among the parties hereto in their profit sharing ratio . Deficiency of any shall be met from the private funds of the parties hereto in the same ratio.

20. It is hereby agreed to by the parties hereto that all the contracts, Agreements, negotiations, dealing with banks financial institutions, various Governmental and other agencies etc., shall be done, execute or entered into for and on behalf of the partnership by party of the First Part to this agreement and that the necessary documents papers etc., shall be signed by First Part of the party to this agreement at place of business.

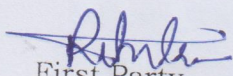
21. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

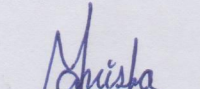
22. None of the partners shall without the written consent of the other partners assign, sell, and mortgage or alienate in any manner his share in the partnership.

23. That all disputes and questions in connection with the partnership or this Deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

24. Every partner shall indemnify the firm for any loss caused to it by his fraud in the conduct of the business.

IN WITNESS WHERE OF the parties to this deed have set their hands on the day and year first above written and in the presence of:

  
First Party

  
Second Party

**WITNESSES:**

1. A. Rajesh

S/o. A.V. Ramana,

D.No. 8-3-25/2,

Kusumanchi Voot Street,

Near Market, Amadavalasa

Pincode - 532185

2. S. Komala Rao

S/o S. Susuya Narayana

Plot No: 41

Srinivasa Nagar, 2nd Lane

Asasavilli Junction,

Srikakulam, 532001

This deed is prepared by K.V. Gurunadha Rao





# Curehouse.in

## (2016-17)

(3SGP technologies)



Cure House●

(by 3SGP Technologies)



A platform where patients can book doctors appointment online, order medicines and get reminders regarding their medications.

- Team Level  
STA#6: Discover the First Customer
- Industry  
Enterprise IT, Health and Wellness
- Website  
<https://curehouse.in>
- Product Deck  
[Cure House deck](#)
- Product Video  
[Cure House video](#)
- Team Size  
5
- Days Elapsed  
665 *(last update: 518 days ago)*

Founders

- [Andhavarapu Srikar](#)  
*Product*
- [Mudda Prabhakar](#)  
*Product*
- [Tangudu Gayatri](#)  
*Engineering*
- [Vandrangi Sai Kumar](#)  
*Engineering*
- [Yavvari Sunil](#)  
*Design*

Timeline

Team Update

May 29, 2017 (148th day)

After executing *Build your Journey Deck*:  
We have created our Journey Deck after taking suggestions from SV.CO.

Curehouse Journey Deck

Engineering Update

📅 May 18, 2017 (137th day)  
After executing *Register with a Payment Gateway*:  
We have registered payment gateway with Instamojo for our startup Curehouse

Attended SV.CO Session

📅 May 18, 2017 (137th day)  
After attending *Best Practices for a Product Demo*:  
We've attended the session by Vikram on "Best Practices for a Product Demo". Product Demo is not a training but a sales pitch. Knowing your product doesn't make successful demo. The demo may not be perfect for the product but it must be perfect for the audience. Focus on showing people how it solves their problem rather than the features of the product. Before starting the demo interact with the audience and understand their problem.

Attended SV.CO Session

📅 May 18, 2017 (137th day)  
After attending *SV.CO Public Town Hall*:  
We've attended this week's town hall meeting by Kireeti Varma. The following points were discussed during the meeting. 1. Leaderboard Rankings, 2. Team updates 3. Program updates.

Attended SV.CO Session

📅 May 18, 2017 (137th day)  
After attending *Customer Insights Day Agenda*:  
We've attend the session by Suma regarding Customer Insight Day, she explained about the agenda for the day, timings of the sessions, deck which the teams need to prepare.

Attended SV.CO Session

📅 May 18, 2017 (137th day)  
After attending *Session on Visa Application*:  
I have attended the session on Visa interview, during the session we were told what all documents students have to carry during the interview. He also told us few questions which might be asked in the interview. Apart from the things which we need to speak he also told which we should not speak.

Attended SV.CO Session

📅 May 18, 2017 (137th day)

After attending *Gearing Up for Customer Insights Day*:

We've attended the session by Suma on "Gearing Up for Customer Insights Day". The nuggets from the session are

1. The date of Customer Insights Day and the time left for us.
2. Tasks ahead of us after completing level 3 for Customer Insight Day.
3. What should be mentioned in the Journey Deck.
4. Choosing to Pivot or Persevere if do not have customer and prepare for Beta Launch if we have customers.

### Team Update

 April 19, 2017 (108th day)

After executing *Silicon Valley Trip: Nominated Founder Details*:

I have completed my details in the type form. I have also uploaded the scanned copy of my passport.

### Team Update

 April 4, 2017 (93rd day)

After executing *Nominate your Team Delegate for Silicon Valley Visit*:

We have selected our team lead Mudda Prabhakar Yashaswi as our team delegate for the Silicon Valley trip.

### Attended SV.CO Session

 March 23, 2017 (81st day)

After attending *SV.CO Public Town Hall March Week 4*:

We've attended the 12th Town Hall meeting where we got lots of inputs from Kireeti Varma and the tasks we have to focus on. This week we have many good sessions involving both internal and external faculties. Looking forward to this week.

### Engineering Update

 March 23, 2017 (81st day)

After executing *Demo Alpha Prototype*:

We have build basic functionality for the alpha launch demo. You can find the demo in the link

[Cure House Demo](#)

### Attended SV.CO Session

 March 20, 2017 (78th day)

After attending *Product Polishing Approaches: an Envoy Example*:

We attended the session "Product Polishing Approaches" by Mr. Vishnu Gopal. Following were the nuggets that were picked up:

1. UX should be great. The easier to navigate through your product, the better your product is.
2. It is usually observed that the more a customer navigates through your product, the higher is the success rate of your product.
3. Show your workflow to customers. Understand their feedback.

### Attended SV.CO Session

 March 20, 2017 (78th day)

After attending *Founder Talk - Juhee, LeaderinU*:

We have attended the "FounderTalk-Juhee Sachdev-LeaderinU". She spoke about "How to get your first 10 customers?" and these are our top nuggets.

- 1) There are five steps to get customers,they are:
  - (i) Position your market,(ii) Create a need,(iii) Communication with Customers, (iv) Collect Endorsements, (v) Earn Brand Advocates.
- 2) Customer Marketing Lifestyle.
- 3) Gauge Customer Interest-Exercise
  - i) Consolidate the need statements.
- 4) Never over promise and under deliver.
- 5) Commit to their success.

Attended SV.CO Session

 March 18, 2017 (76th day)

After watching *How to Receive Feedback*:

We've attended the session How to receive Feedback by Vishnu where we have learned about:

- 1. Receiving Feedback implies getting input for our product that is how can we make our product better.
- 2. You can ask feedback for the problems that you are unable to figure out so that you can improve.
- 3. Negative feedback gives more information.

Attended SV.CO Session

 March 18, 2017 (76th day)

After attending *Alpha Launch Retrospective Session*:

We have attended Alpha Launch Retrospective session by Vishnu Gopal. Top nuggets

- 1. Show real and impressive use cases.
- 2. Analyse competitors in the space. Look at big & small players and what they are trying to do.Look at their clients.
- 3. Study competitors and what they do well. Do at least a few things better than them.
- 4. Respect and curiosity.
- 5. Just pricing may not be sufficient. Differentiating against full stack hiring platforms is important.

Attended SV.CO Session

 March 18, 2017 (76th day)

After watching *How to Evaluate Progress*:

We've attended the session How to Evaluate Progress by Vishnu where we learned about:

- 1. Difference between karma and kriya, also importance of karma points.
- 2. We have to evaluate progress by considering the following facts:
  - i) Have I picked an idea that can have customers.(ii) Have I build a product that customers use and love.(iii) Do I have growing number of customers.
- 3. We need to select a viable idea.

Engineering Update

 March 16, 2017 (74th day)

After executing *Demo at the Alpha Day*:

After giving a demo at the alpha launch, the Freshdesk panel gave us valuable feedback on how we could make our product better. They mentioned the current set of features will make the customer use the product only once or when the customer needs it. In order to make the patients use it regularly we were asked to think of some other features like daily health tips.

### Attended an Event

📅 March 15, 2017 (73rd day)

After attending *Girish Mathrubootham's Retrospective Session*:

We've attended the session by Girish where he inspired all of us with his magical words. He told how they started from a small room and how they are working in a building having all the facilities and employe requires. He also mentioned the importance of having fun with work apart from how to build a big product. He asked us to work on product which solves a problem and which not there in the market. Overall it was an amazing event

### Pitched Product

📅 March 15, 2017 (73rd day)

After executing *Pitch at the Alpha Day*:

We pitched our deck to the freshdesk panel and we felt great. We got feedback that we were able to convey the problem properly but we were speaking too many numbers in our first pitch itself, differentiate our product more nicely with competitors already there in the market. The other suggestion we received from the panel is mentioning the source of data and having our own design for the deck to make it more beautiful than using the templates

### Team Update

📅 March 14, 2017 (72nd day)

After executing *Review Timeline & Dashboard*:

I've checked my dashboard and reviewed timeline

Load more events

#### SV.CO

About

#### SUPPORT

Contact Us

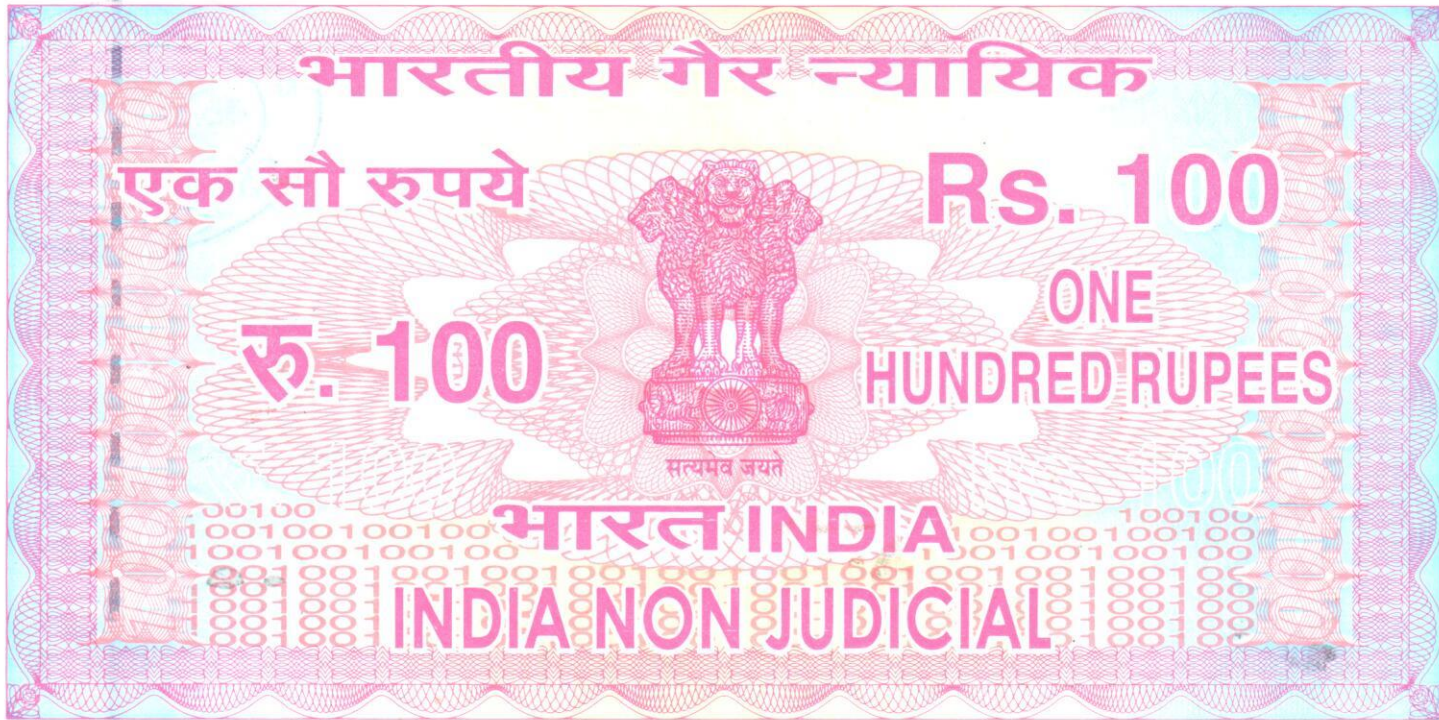


PROUD TO BE A 

#### CONNECT

SV.CO, #360, 6th Main Road  
1<sup>st</sup> Block, Koramangala, Bengaluru — 560034  
Reach us at [help@sv.co](mailto:help@sv.co).





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No 16302 To. 100F Date 27-12-2016

Sold To Mudda Prabhakar Yashaswi s/o Satyanarayana  
or Whom reg partner: 3 SCR Technologies Srikakulam

BX 210596

A.L.V. Malleswara Rao  
A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2015  
D.No. 3-11-2. Gajula Venkhi  
SRIKAKULAM-532 001

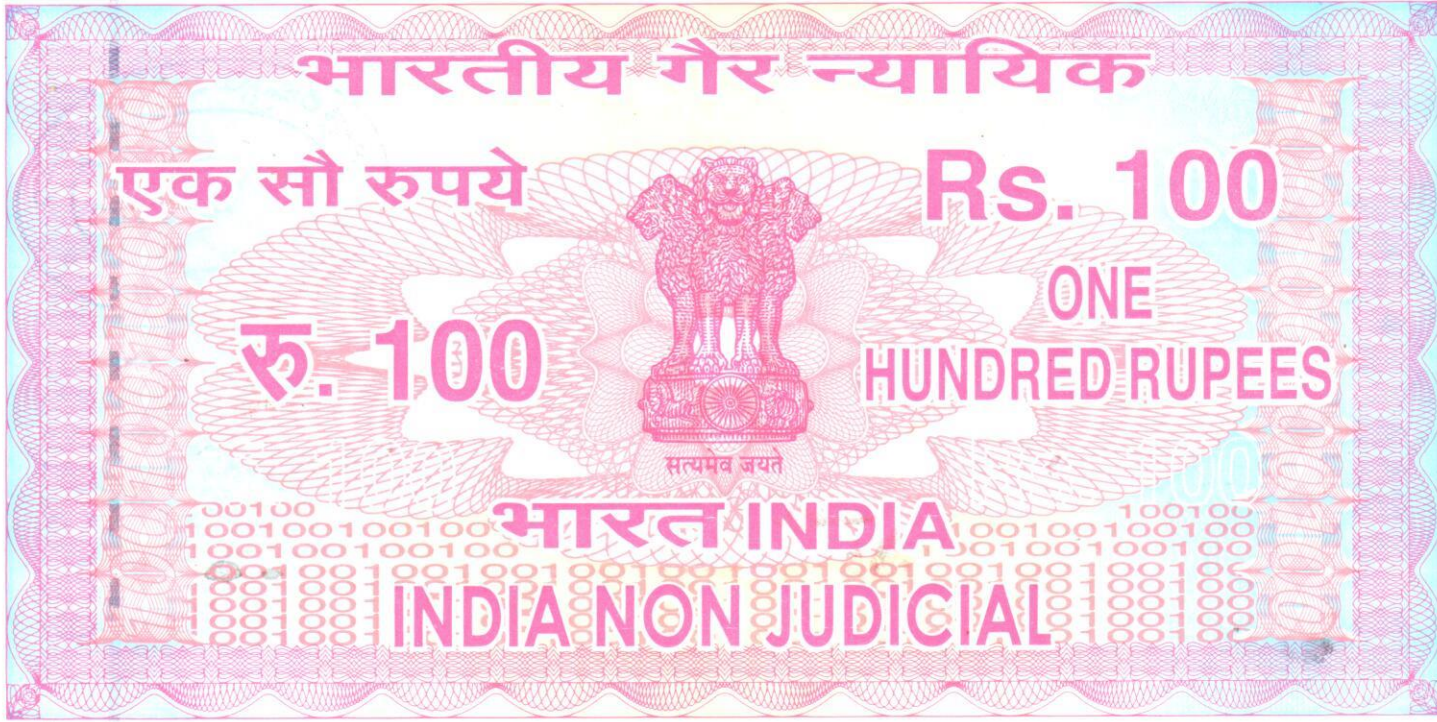
### DEED OF PARTNERSHIP

This Deed of Partnership ("Deed") is made on this 28th day of December 2016 by and between:

1. Mudda Prabhakar Yashaswi, son of Mudda Satyanarayana, aged about 20, residing at H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001 and having Aadhaar Card No. 719709070470 (hereinafter referred to as the "First Partner" which expression shall, unless it is repugnant to the context, mean and include his/her legal heirs, successors, administrators and assigns or anyone claiming through or under him/her);

yash V. Sh. Ga. Aniky Y. Shini





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No. 1636 Date 27-12-2016  
Sold To Mudda Prabhakar Yashaswi s/o Satyanarayana  
For Whom 2nd Partner: S S P Technologies Srikakulam

BX 210595

A.L.V. Malleswara Rao  
A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2015  
D.No. 3-11-2 Rajula Veedi  
SRIKAKULAM-532 001

2. Vandrangi Sai Kumar, son of Vandrangi Venkata Siva Surya Prasad, aged about 19, residing at S/O Venkata Siva Surya Prasad, 3-7, bc street, Santhavurithy, Srikakulam, Andhra Pradesh, 532168 and having Aadhaar Card No. 234415917563 (hereinafter referred to as the "Second Partner" which expression shall, unless it is repugnant to the context, mean and include his/her legal heirs, successors, administrators and assigns or anyone claiming through or under him/her);

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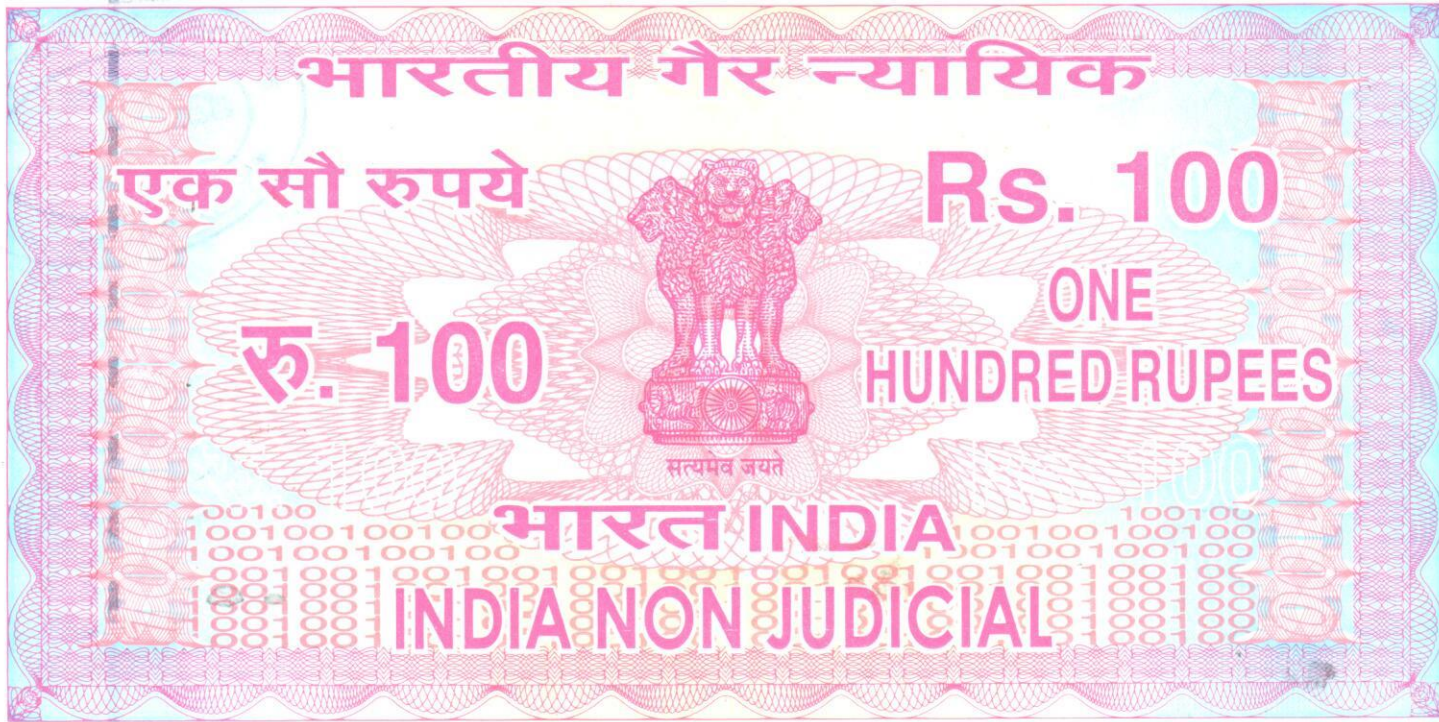
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Ge

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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No. 16360 Date 27-12-2016

Sold To: Mudda Prabhakar Yashaswini S/o Satyanarayana

For Whom: My Partner: 3 Scip Technologies Srikakulam

BX 210594

A.L.V. Malleswara Rao  
A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2015  
D.No. 3-11-2016  
SRIKAKULAM-532 001

3. Tangudu Gayatri, daughter of Tangudu Murali, aged about 20, residing at Ramachandrapur Sahi, Gunupur, Alangaguda, Rayagada, Gunupur, Odisha, 765022 and having Aadhaar Card No. 981529933470 (hereinafter referred to as the "Third Partner" which expression shall, unless it is repugnant to the context, mean and include his/her legal heirs, successors, administrators and assigns or anyone claiming through or under him/her);

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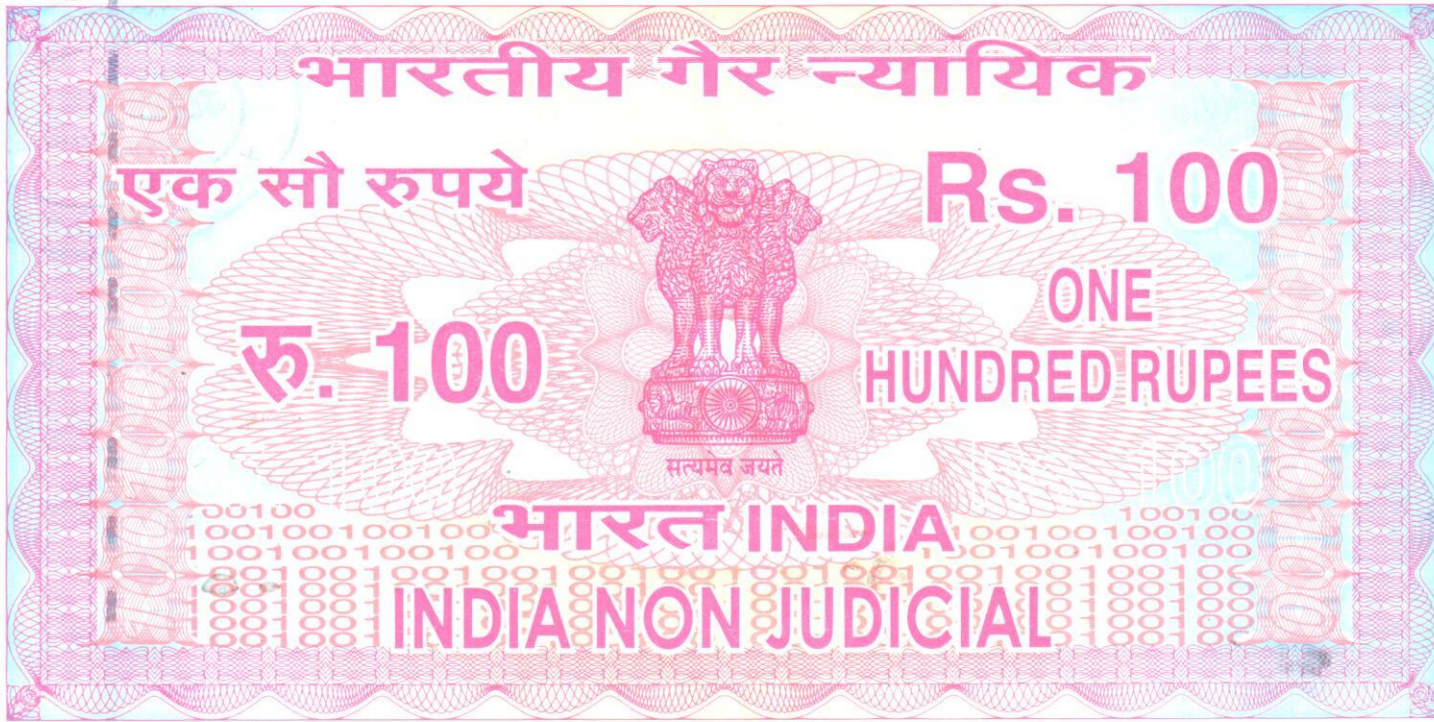
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Abhishek

Y. L. L. L.





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 16399 Date 27-12-2016  
Sold To Mudda Prabhakar Pashasani s/o Satyanarayana  
For Whom rig Partner: 3 Scrip Technologies Srikakulam

BX 210593  
A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2015  
D.No. 3-11-2015  
SRIKAKULAM-532 001

4. Andhavarapu Srikar, son of Andhavarapu Venkata Kamaraju Shastry, aged about 20, residing at S/O Venkata Kamaraju Shastry, 15-3-21, Brahmana Street, near to GOVT hospital, palasa, Palasa, Srikakulam, Andhra Pradesh - 532221 and having Aadhaar Card No.894547379868 (hereinafter referred to as the "Fourth Partner" which expression shall, unless it is repugnant to the context, mean and include his/her legal heirs, successors, administrators and assigns or anyone claiming through or under him/her);

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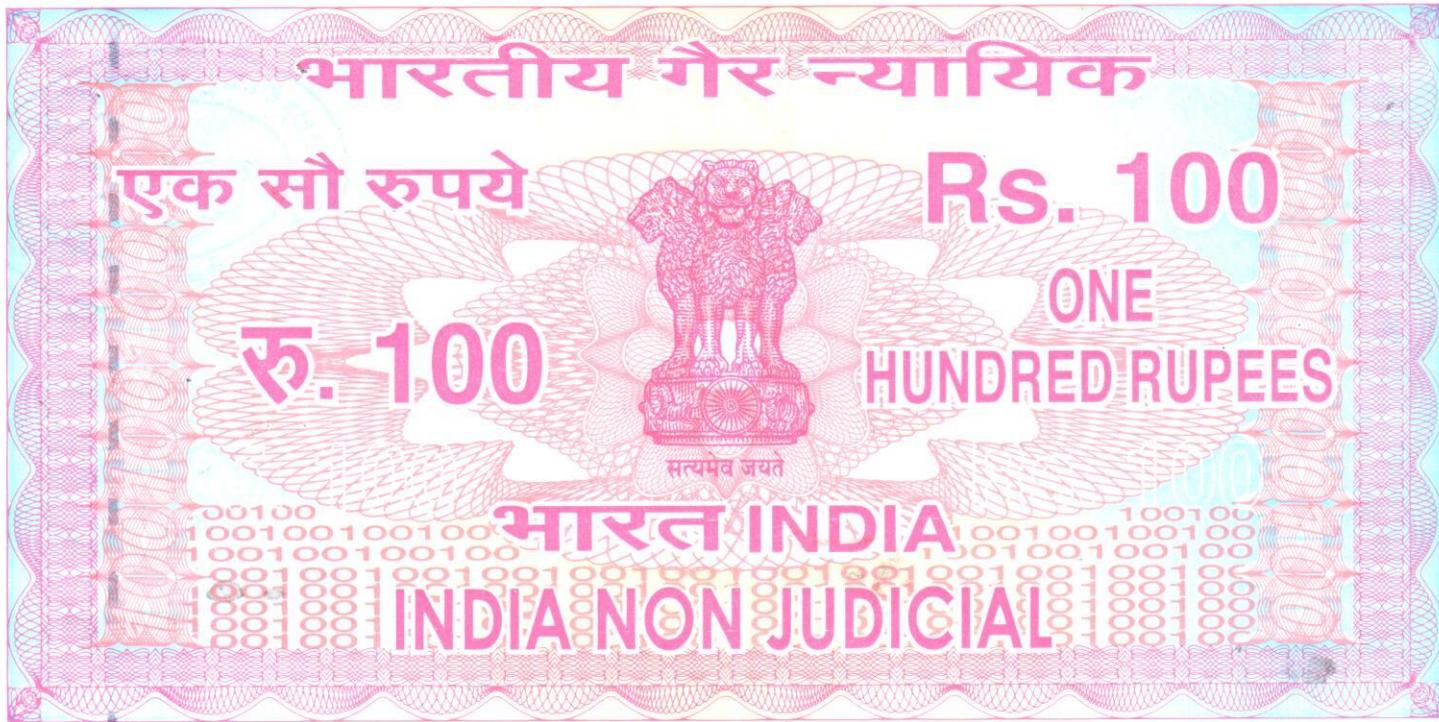
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Shirley

Yashini





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 16363 Date 27-12-2016

Sold To: Mudda Raghavakar Yashaswini S/o Satyanarayana

For Whom: rag partner: 3 Srip Technologies Sri Kakulam

BX 210597

A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2015  
D.No. 3-11-2, Gajula Veedh  
SRIKAKULAM-532 001

5. Yavvari Sunil, son of Yavvari Baburao, aged about 21, residing at Mukundapuram, Kottapalli, Post Mukundapuram, Kothapalli, Srikakulam, Andhra Pradesh, 532242 and having Aadhaar Card No. 919740719405 (hereinafter referred to as the "Fifth Partner" which expression shall, unless it is repugnant to the context, mean and include his/her legal heirs, successors, administrators and assigns or anyone claiming through or under him/her); (The above parties shall be hereinafter collectively referred to as the "Partners" and individually as "Partner").

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**WHEREAS:**

A. The Partners have decided to work together as a partnership firm to develop a commercially viable business involving, but not limited to: web-based and mobile products, both hardware and software, software-as-a-service (SaaS) products and software, and other information technology products, hardware and software.

B. The Partners have entered into this Deed of Partnership to form a partnership firm in accordance with this Deed and for laying out the rights and duties of the Partners and the terms and conditions to regulate and govern the relationship between Partners and the Firm (as defined hereinafter).

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTNERS HEREBY AGREE AS FOLLOWS:**

**1. Definition**

1.1 "Firm" means the partnership firm hereby formed by the Partners under this Deed in the name and style:

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1.2 "Partnership Business" shall have the meaning assigned to it under Clause 4.1 herein.

1.3 "Sharing Ratio" means the inter se proportion of sharing in profits and losses amongst the Partners in the ratio set out in Clause 7.1.

**2. Commencement of the Partnership Business**

The Partners agree that this Deed shall be effective from the date of execution of this Deed, as first mentioned hereinabove.

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### 3. Name and Address of the Firm

3.1 The Partnership Business shall be conducted by the Partners through a firm constituted under the name and style:

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3.2 The Firm shall have its office at H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001 and /or at such other place or places, as is agreed between the Partners from time to time.

### 4. Partnership Business

C. The Firm has been established for the purpose of developing and operating a commercially viable business involving, but not limited to: web-based and mobile products, both hardware and software, software-as-a-service (SaaS) products and software, and other information technology products, hardware and software.

4.1 ("Partnership Business"). The Firm may also conduct such other activities, whether or not for profit, as mutually agreed to by all Partners all of which shall form part of the Partnership Business.

4.2 The duration of the partnership shall be "At Will".

### 5. Partners

No individual or body corporate may be introduced as a new partner without the consent of the existing Partners. Such incoming partner shall give his/her prior consent to act as Partner of the Firm and shall execute a deed of reconstitution agreeing to abide by the terms of the Reconstitution Deed so executed. On execution of the Reconstitution Deed, such person shall become a partner and be entitled to the rights and have such duties as set forth in such Reconstitution Deed.

#### 5.1 Rights of the Partners

5.2.1 All the Partners hereto shall have the rights, title and interest in all the assets and properties in the Firm in the proportion of their Sharing Ratio.

5.2.2 Each of the Partners would be entitled to withdraw reasonable amounts from the Firm's account from time to time as may be mutually agreed upon between the Partners.

5.2.3 All agreements, contracts, memorandums of understanding, deeds and all such instruments to which the Firm is a party, may be signed either:











5.2.3.1 by the First Partner and Second Partner, on behalf of the Firm and all Partners; or

5.2.3.2 Jointly by all Partners, on behalf of the Firm, which execution shall be binding and effective on the Firm and all Partners.

### 5.3 Duties of Partners

5.3.1 Every Partner shall account to the Firm for any benefit derived by her without the consent of the Firm from any transaction concerning the Firm, or from any use by her of the property, name or any business connection of the Firm.

5.3.2 Every Partner shall indemnify the Firm and the other existing partner(s) for any loss caused to it by her conduct of the business on behalf of the Firm.

5.3.3 Each Partner shall render true accounts and full information of all things affecting the Firm to any Partner or her legal representatives.

5.3.4 Each of the Partners shall make all endeavors and devote their full working time and efforts for the fulfillment of the objectives of the Firm and for conduct of the Partnership Business.

5.3.5 All intellectual property rights created and developed by each Partner in the conduct, development and operation of the Partnership Business shall be the property of the Firm and each Partner hereby assigns all such copyrights and other intellectual property rights to the Firm.

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## 6. Capital Contribution

6.1 The initial capital of the Firm shall be INR 5000 (Rupees Five Thousand only). The individual contribution of each Partner shall be

Partner	Amount
First Partner	Rs. 1000
Second Partner	Rs. 1000
Third Partner	Rs. 1000
Fourth Partner	Rs. 1000
Fifth Partner	Rs. 1000

6.2 For any further funding of the Firm as may be deemed necessary or expedient for efficiently carrying on the Partnership Business contribution towards such funding shall be made by each Partner, from time to time, in the Sharing Ratio. The Partners shall jointly determine the funding requirements of the Firm in order to meet the needs of business from time to time. The funding may be brought in by the Partners through capital contribution or through external borrowing on such terms as the Partners may jointly agree upon. If the Partners agree to bring in additional capital into the Firm to meet the funding requirements or such additional capital is needed to meet the requirements of the banker in terms of the loan sanctioned and any Partner fails to contribute in part or in full, the other Partners shall be entitled to make up for such shortfall and increase their Sharing Ratio in the Firm.

6.3 Partners are not entitled to any interest on the amount of capital standing to her credit in the accounts of the Firm from time to time.

6.4 Contribution of a Partner may also be made by tangible, intangible, moveable or immovable property including the time and efforts spent by each Partner in development of the Partnership Business, as may be mutually agreed upon between the Partners and any incoming partner shall bring in a minimum contribution as agreed upon by the existing Partners.

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6.5 The Partners may, from time to time, purchase any property, movable or immovable, in the name of the Firm for the purpose of Partnership Business.

6.6 If any Partner shall advance any sum of money to the Firm over and above his due contribution to capital, the same shall be a debt due from the Firm to the Partner advancing the same and shall carry simple interest at the rate of 12% per annum or any other rate mutually agreed to by the Partners.

## 7. Sharing of Profits and Losses

7.1 The net profits or losses of the Firm computed after deducting all expenses including rent, salaries, other establishment expenses, interest, taxes etc. in accordance with this Deed of Partnership shall be shared amongst the Partners in the following proportion

("Sharing Ratio"):

Partner	Sharing Ratio (in percentage)
First Partner	20%
Second Partner	20%
Third Partner	20%
Fourth Partner	20%
Fifth Partner	20%

7.2 Depending on the extent of work done and costs, if any, incurred from time to time by each Partner for the benefit of the Partnership business, the Firm may pay such amounts as mutually agreed by the Partners as salary or other remuneration to the Partners. The amounts of such salary and other remunerations or reimbursements may not be equal for each Partner and may vary from time to time.

7.3 The Partners agree that depending on the amounts of capital bought in, and the efforts and contributions made, by each Partner from time to time, the Partners may, from time to time and as mutually agreed, change the Sharing Ratio.

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## **8. Financial year and accounts**

8.1 The financial year shall commence on April 1 every year and end on March 31 of the following year.

8.2 A mutually agreeable chartered accountant shall prepare a balance sheet, profit and loss account, and expenditure statement at the end of each financial year and a copy thereof shall be furnished to each of the Partners within 90 days of close of the financial year.

## **9. Bank account**

9.1 A bank account or bank accounts in the name of the Firm shall be opened which shall be operated jointly by the First Partner and Second Partner or jointly by all Partners or subject to any instructions as may be given to the bankers from time to time by the Firm under the signatures of all the Partners hereto.

9.2 All moneys, cheques, pay orders, demand drafts and other instruments for money shall, as and when received, be paid or deposited in the bank to the credit of the Firm's account.

## **10. Records and Books**

10.1 The regular books of accounts of the Firm shall be maintained in English, subject to applicable laws, at the office of Firm along with all other documents and records pertaining to the Firm. The aforesaid books, documents and records shall not be removed from such place without the prior written consent of all the Partners.

10.2 Each Partner or his/her authorized representative shall have free access to such books of accounts at all reasonable times and shall be entitled to make such copies or extract therefrom as required.

## **11. Borrowing Powers**

The Partners hereto shall be entitled to raise loans on such terms as they deem appropriate only with the written consent of all Partners wherever deemed expedient for the purpose of the Partnership Business and the loans thereby shall be used only for the benefit of the Partnership Business and not for personal benefits of any of the Partners.





## 12. Covenants of the Partners

12.1 Each Partner represents and warrants that he/she has entered into this partnership in his/her individual capacity and shall:

12.1.1 Conduct the Partnership Business to the greatest common advantage;

12.1.2 Each of the Partners shall give such time and attention, as may be agreed from

time to time by the Partners, for the fulfillment of the objectives of the Partnership Business;

12.1.3 Be just and faithful to the other Partners and shall render to the other Partners true and full information that may affect the Firm; and

12.1.4 Handle on his/her own all debts relating to his/her personal matters not connected and separable from the Partnership Firm and shall indemnify the other Partners and the Firm against all proceedings, claims or demand in respect thereof.

12.2 Without the prior written consent of all the other Partners, no Partner shall:

12.2.1 Assign, mortgage or charge her share in the assets of the Firm;

12.2.2 Lend money belonging to the Firm or give any security or promise for the payment of money in account of the Firm except in the ordinary course of business;

12.2.3 Withdraw any personal guarantee furnished by her on behalf of the Firm to any third Party;

12.2.4 Except in the ordinary course of business, dispose of by pledge, sale or otherwise, any assets of the Firm or its profits;

12.2.5 Draw, accept or endorse any bill of exchange or promissory note on account of the Firm;

12.2.6 Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the assets of the Firm may be endangered;

12.2.7 Compromise or compound or, release or, discharge, any debt due to the Firm.

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### **13. Term**

13.1 The Partners agree that once the Partnership business gains traction in terms of a potential product / service sale or any proposed investment by a third party investment in the Partnership Business, the Partners agree to sell and/or transfer all of the Partnership Business including all assets of the Firm to a limited liability company incorporated in India.

13.2 The Partners agree and acknowledge that the shareholding of each Partner in the company referred to in Clause 13.1 above may not necessarily be in the same proportion as the applicable Sharing Ratio subject to consent of all the Partners. The designation of each Partner in the company shall be as agreed by the Partners prior to the formation of the said company.

13.3 Unless otherwise agreed by the Partners, the partnership shall stand dissolved upon such transfer of all assets of the Firm to the company referred to in Clause 13.1 above.

13.4 Upon the dissolution of the Firm, the accounts of the Firm shall be settled as follows:

13.4.1 A balance sheet, profit and loss statement, and expenditure statement shall be drawn up at the time of dissolution of the Firm;

13.4.2 Any losses, including deficiencies of capital, shall be paid first out of profits, next out of capital, and lastly, if necessary, by the Partners individually in the Sharing Ratio

13.4.3 Assets of the Firm, after discharging all the liabilities, including loans shall be distributed among the Partners in the Sharing Ratio.

### **14. Retirement or Death**

14.1 Death, retirement or insolvency of one or more Partner shall not result in dissolution of the Firm.

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14.2 Upon insolvency of a Partner, his or her rights, title and interest in the Firm shall come to an end.

#### 14.3 Retirement

14.3.1 A Partner desiring to discontinue as a partner of the Firm, may do so after giving ninety (90) days written notice to the other Partners

14.3.2 Upon such retirement, the retiring Partner shall be entitled the amounts lying to the credit of her capital account in the Firm net of drawings made by the retiring Partner together with the profits/losses calculated on the basis of the last balance sheet drawn up prior to the date of the retirement. No amount whether by way of goodwill or similar right shall be due or payable to such retiring Partner.

14.3.3 On retirement of a Partner, the remaining Partners shall be entitled to carry on the Partnership Business with all its assets and liabilities and the retiring Partner shall execute all deeds and assurances as may be required to facilitate the same.

14.3.4 If any Partner retires from the Firm he will not be entitled to carry on the same or similar business as that of the Firm, for a period of one year from the date of retirement and he/she shall not carry on any business in the same name as that of the Firm.

#### 14.4 Death- In the event of death of any one or more Partners:

14.4.1 The legal heirs of the deceased Partner shall produce the legal heir ship certificate reflecting the legal heirs of the deceased Partner and shall nominate any one of the legal heirs to be admitted as a partner of the Firm and such heir may be admitted as a partner of the Firm in place of such deceased partner. The legal heir so admitted to the Firm as a partner shall be entitled to the right, title and interest of such deceased Partner.

14.4.2 In the absence of any agreement amongst the Partners on admission of a legal heir of the deceased Partner or in the absence of the legal heirs nominating any person to be admitted as a Partner of the Firm, the heirs of such deceased partner upon production of the legal heir ship certificate, shall be entitled the amounts lying to the credit of the deceased Partner's capital account in the Firm net of drawings made by such deceased Partner together with the profits/losses calculated on the basis of the last balance sheet drawn up prior to the death of the deceased Partner. No amount whether by way of goodwill or similar right shall be due or payable.





14.4.3 the surviving Partners shall continue to carry on the Partnership Business under the Firm on the same terms and conditions as contained in this Deed.

## **15. Miscellaneous**

15.1 All the other matters, for which no provision is made in this Deed of Partnership, shall be decided by the majority of the Partners for the time being of the partnership, failing which the provisions of the Indian Partnership Act, 1932 shall apply as regards the matters, not expressly provided for hereinabove.

15.2 Notice to a Partner under this Deed shall be deemed to be duly served, if the same shall be delivered to him personally or sent by post in a registered letter addressed to him at the address set out above.

15.3 The terms of this Deed may be altered, amended or modified only with the mutual consent of all the Partners in writing.

15.4 It is agreed that in case any dispute arises between the Partners hereto relating to any of their rights or duties or relating to the interpretation of any terms or conditions stipulated herein, the same shall be referred to a sole arbitrator mutually agreed upon by the Partners and the decision of such arbitrator would be final and binding on all Partners. The arbitrator shall be an independent arbitrator not related to any of the Partners. All proceedings in any such arbitration shall be conducted in English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent amendment thereto. The venue of such arbitration shall be Cochin.

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IN WITNESS WHEREOF this Deed of Partnership has been executed as a deed on the date first above written.

Signed and delivered by



Mudda Prabhakar Yashaswi

(The First Partner)

Signed and delivered by



Vandrangi Sai Kumar

(The Second Partner)

Signed and delivered by



Tangudu Gayatri

(The Third Partner)

Signed and delivered by



Andhavarapu Srikar

(The Fourth Partner)

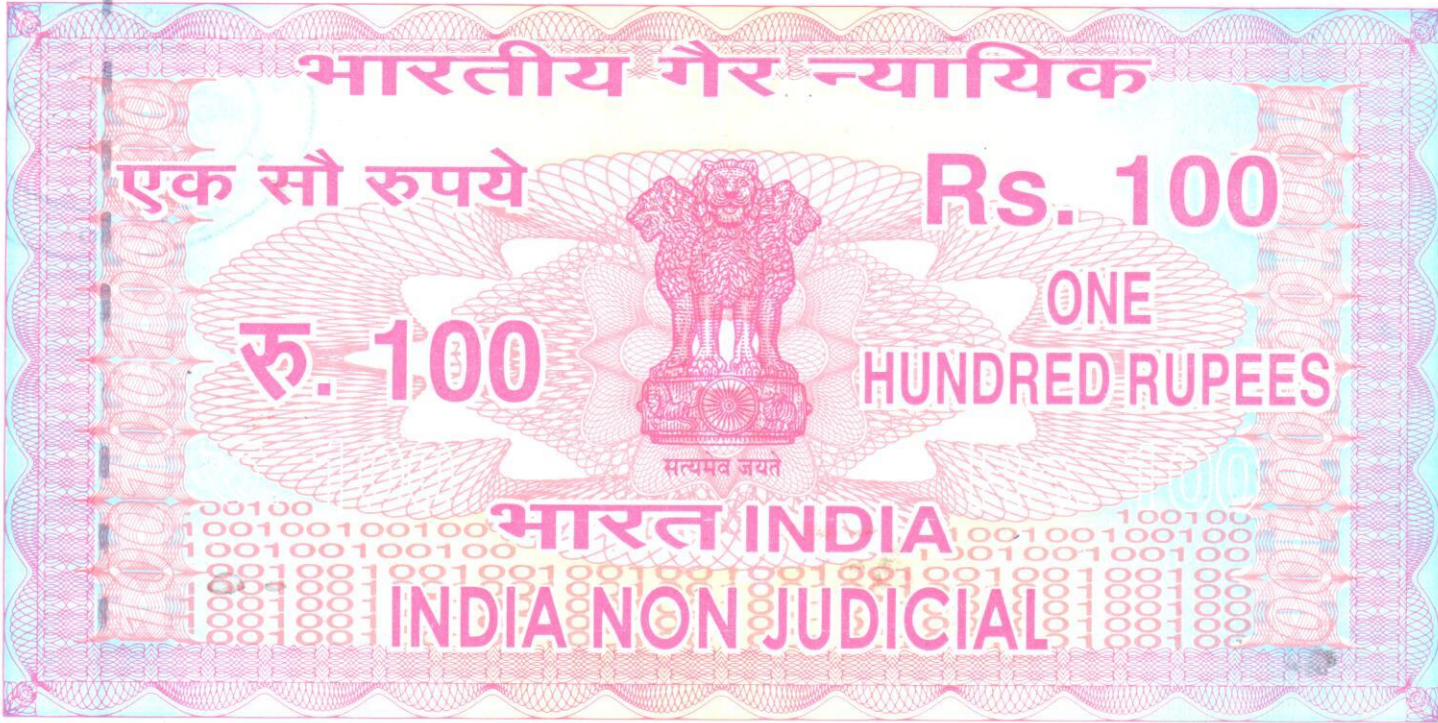
Signed and delivered by



Yavvari Sunil

(The Fifth Partner)





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No/636/2016 Date 27.12.2016

Sold To: Mudda Purabhatra Yashadasi S/o Satyanarayana

For Whom: Self

Sri K. Kulan

BX 210598

A.L.V. Malleswara Rao  
A.L.V. Malleswara Rao  
Licensed Stamp Vendor  
L. No. 01-15-001/2012  
R.L. No. 01-15-002/2015  
D.No. 3-11-2. Rajara Vredh  
SRIKAKULAM-532 001

### AGREEMENT FOR DIGITAL INCUBATION SERVICES TO STARTUPS

This Agreement for Digital Incubation Services to Startups ("Agreement") is executed at Bangalore on this 28th day of December 2016 and is applicable with effect from December 28, 2016 ("Effective Date")

#### **BETWEEN:**

**SV.CO DIGITAL PLATFORM PRIVATE LIMITED**, a private company incorporated under the aegis of the Companies Act, 2013 and having its registered office at Fourth Floor, Bhageeratha Square, Banerji Road,, Kacherippady, Ernakulam North, Cochin – 682018 and its corporate office at JK Ashwath Lakshmi Heritage Building, #777, First Floor, 80 Feet Road, Koramangala 4th Block, Bangalore – 560034 (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the First Part;

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AND

M/s 3SGP Technologies, a partnership firm registered under the Indian Partnership Act, 1932 / limited liability partnership registered under the Limited Liability Partnership Act, 2008 and at present carrying on the business of information technology development and having its registered office at H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001 represented herein by its Managing /Authorised Partner: Mr Mudda Prabhakar Yashaswi, aged 20 yrs., son of Mudda Satyanarayana, residing at H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001 (hereinafter referred to as the "Startup", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Second Part;

AND

Vandrangi Sai Kumar, aged 19 yrs., son of Vandrangi Venkata Siva Surya Prasad, residing at S/O Venkata Siva Surya Prasad, 3-7, bc street, Santhavurithy, Srikakulam, Andhra Pradesh, 532168 (hereinafter referred to as a "Founder 1", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her successors and assigns) of the Third Part.

AND

Mudda Prabhakar Yashaswi, aged 20 yrs., son of Mudda Satyanarayana, residing at H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001 (hereinafter referred to as a "Founder 2", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her successors and assigns) of the Fourth Part.

AND

Tangudu Gayatri, aged 20 yrs., daughter of Tangudu Murali, residing at Ramachandrapur Sahi, Gunupur, Alangaguda, Rayagada, Gunupur, Odisha, 765022 (hereinafter referred to as a

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**"Founder 3"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her successors and assigns) of the Fifth Part.

AND

Andhavarapu Srikar, aged 20 yrs., son of Andhavarapu Venkata Kamaraju Shastry, residing at S/O Venkata Kamaraju Shastry, 15-3-21, Brahmana Street, near to GOVT hospital, palasa, Palasa, Srikakulam, Andhra Pradesh - 532221 (hereinafter referred to as a **"Founder 4"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her successors and assigns) of the Sixth Part.

AND

Yavvari Sunil, aged 21 yrs., son of Yavvari Baburao, residing at Mukundapuram, Kottapalli, Post Mukundapuram, Kothapalli, Srikakulam, Andhra Pradesh, 532242 (hereinafter referred to as a **"Founder 5"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her successors and assigns) of the Seventh Part.

Founder 1, Founder 2, Founder 3, Founder 4, and Founder 5 shall hereinafter be collectively referred to as the **"Founders"** and individually as the **"Founder"**. It is hereby clarified that the Founders are executing this Agreement not only in their capacity as a Partner/Promoter of the Startup, but in their individual capacity as well.

The Service Provider, the Startup and each of the Founders are hereinafter individually referred to as **"Party"** and collectively as **"Parties"**.

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## WHEREAS:

- A. The Service Provider is inter alia engaged in the business of providing digital incubation services to technology start-ups aimed to help establish and grow their business.
- B. The Startup, being a technology Startup, is desirous of availing the Services (as defined hereinafter in Section 1.1 (x) of this Agreement) to help it develop a commercially viable business involving information technology development ("**Business**") has applied to the Service Provider to provide the same.
- C. Having selected the Startup and Founders from a list of applicants interested in availing the Services, the Service Provider has agreed to provide the Services to the Startup and Founders and accordingly, the Parties have agreed to enter into this Agreement for recording the terms on which the said Services will be provided and availed, the consideration payable for the same and other terms and conditions incidental and ancillary to the said purpose.

**NOW THEREFORE**, for and in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the Parties hereto, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definition

In this Agreement, including in the Recitals, and unless the context requires otherwise, the following words and expressions shall have the following meanings:

- (a) "**Agreement**" means this Agreement together with its Schedules, as the same may be amended, modified and/or supplemented from time to time in writing in accordance with the terms and conditions hereof;
- (b) "**Authorized Representative**" means any person duly authorized as such by each Party for any purpose in connection with this Agreement;
- (c) "**Batch Program**" shall mean the 6-month digital incubation program - "Silicon Valley Programme" proposed to be conducted by the Service Provider for student

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startups selected from engineering students or freshly graduated students from across the country aimed at teaching students and startups enrolled in the program on how to build and grow a startup;

- (d) **"Batch Program Phase"** shall mean the 6-month period during which the Batch Program is conducted;
- (e) **"Batch Program Services"** shall mean the services to be provided to the Startup during the Batch Program Phase as set out in detail in Schedule A;
- (f) **"Business"** shall have the meaning ascribed to it in Recital B of this Agreement;
- (g) **"Company"** shall mean the company incorporated by the Startup pursuant to Section 4.1 of this Agreement. For the avoidance of doubt, all references to the "Startup" in this Agreement shall also mean and include a reference to the Company after the Company signs a deed of adherence in accordance with Section 4.2 below;
- (h) **"Cost to Company"** refers to the total expenses incurred/to be incurred by a company / Potential Employer on a given employee in a year;
- (i) **"Founders"** shall have the meaning as defined in the Description of Parties. For the avoidance of doubt, all references to a "Founder" or "Founders" in this Agreement shall mean and include a reference to the said individual (i) in his personal capacity, (ii) as a Partner of the Startup, and (iii) as a shareholder, promoter, director and/or employee of the Company after the Company has been incorporated and signs a deed of adherence in accordance with Section 4.2 below.
- (j) **"Fully Diluted Basis"** means the calculation of the value of the Startup on the assumption that all outstanding convertible securities, stock options and outstanding commitments by the Startup to issue equity shares at a future date, whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged (or issued, as the case may be) and Fully Diluted shall be interpreted accordingly;
- (k) **"Graduation Support Services"** shall mean the support services, forming part of the Services that may be provided by the Service Provider on a best efforts basis to the Startup and the Founders as detailed in Schedule A;
- (l) **"Graduation Support Phase"** shall mean a period of 5 (five) years commencing from the date of completion of the 6-month Batch Program during which period the Graduation Support Services shall be provided.

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- (m) **"Gross Contract Revenue"** means the total sale price and/or license fees and/or consideration paid and/or to be payable to the Startup by its Potential Customers;
- (n) **"Government"** shall include the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same and any local or other authority exercising powers conferred by Law;
- (o) **"Founding Team"** means the Founders and other promoters and employees of the Startup as set out in Schedule B hereto and shall include those who join the Startup after the execution of this Agreement and is/are identifiable as a key member / employee of the Startup in the Service Provider's sole opinion;
- (p) **"Law"** includes all statutes, enactments, Acts of Legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, Statutory Authority, Tribunal, Board, Court or recognized Stock Exchange and if applicable, international treaties and regulations as amended from time to time;
- (q) **"Losses"** includes all losses, claims, costs, and damages (whether direct, indirect, general, special, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements;
- (r) **"Monitoring Committee"** shall have the meaning ascribed to it in Section 5;
- (s) **"Potential Acquirer"** shall mean any person/entity introduced to the Startup by the Service Provider for a potential acquisition in terms of Section 3.1 (d) or Section 3.6 and shall also include Potential Customers, Potential Employer and Potential Investors.
- (t) **"Potential Customers"** are those customers introduced / referred by the Service Provider to the Startup who may be interested to buy and avail Startup's products and services;
- (u) **"Potential Employer"** means an employer referred to in Section 3.5 to whom a Founder of the Startup is introduced by the Service Provider;
- (v) **"Potential Investors"** are those investors and/or financiers introduced / referred by the Service Providers to the Startup who may be interested to invest in the Startup and/or provide financial assistance to the Startup;

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- (w) **"Pre-money Valuation"** means the value of the Startup arrived at immediately prior to the infusion of any investment into the Startup by Potential Investors by calculating the same on a Fully Diluted Basis;
- (x) **"Services"** means the digital incubation services comprising the Batch Program Services and the Graduation Support Services being provided/to be provided by the Service Provider to the Startup and/or the Founders (or any of them) as set forth in Section 2 hereunder and more fully set out in Schedule A of this Agreement;
- (y) **"Shareholders Agreement"** shall refer to the shareholders agreement to be entered into by all the shareholders of the Startup with the Service Provider (or its nominees).

## 2 SCOPE OF SERVICES

2.1 For the due consideration payable by the Startup as set forth in Section 3 of this Agreement, the Service Provider shall provide the Batch Program Services and, on a best efforts basis, the Graduation Support Services as more fully set out in Schedule A of this Agreement (hereinafter collectively referred to as the **"Services"**) during the Batch Program Phase and Graduation Support Phase respectively aimed at (i) helping the Startup set up, grow and develop its Business and (ii) helping the Founders (in their individual capacity) get employment or get 'acqui-hired'.

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### 3. CONSIDERATION

#### A. Consideration payable by the Startup for Services rendered to the Startup

3.1 As consideration for the Services provided by the Service Provider as per this Agreement, the Startup and Founders shall pay and provide the Service Provider with the following:

a) Rs. 37500 (Rupees Thirty Seven Thousand, Five Hundred), calculated at the rate of Rs. 37,500/- (Rupees Thirty Seven Thousand Five Hundred) inclusive of taxes for each Founder (collectively referred to as the "**Total Program Fees**" and each Founder's share of Rs. 37,500/- being referred to as a "**Founder's Program Fees**") for the Batch Program Services. The said Program Fees shall be paid on the date of execution of this Agreement and cover the expenses for the Batch Program Services to be provided during the Batch Program Phase but does not cover the services provided during the Graduation Phase or include any travel or other miscellaneous expenses incurred by the Startup or Founders in connection therewith or otherwise, which shall be borne by the Startup/Founders. Founders are eligible to participate in the scholarship program details of which are provided in Schedule C of this Agreement ("**Scholarship Program**") that the Service Provider is providing in collaboration with such third parties as it deems appropriate ("**Official Scholarship Partner**") and 100% of the Founder's Program Fees of a Founder who is selected for the Paytm Scholarship Program will be borne by the Official Scholarship Partner/Service Provider. In addition to the Paytm Scholarship Program, the Service Provider also has a special plan for Founders whose combined annual parental income is less than Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand) per annum, details of which are provided in Schedule D ("**Post Paid Plan**") and a Founder eligible to participate in the Post Paid Plan can pay his/her Founder's Program Fees on successful completion of the Batch Program.

b) If the Startup generates revenues from Potential Customers, the Startup agrees to pay to the Service Provider, a payment of Five percent (5%) of the Gross Contract Revenue generated from each Potential Customer for the first Three (3) years from the date of first sale and/or license of products and/or rendering of services to the Potential Customers. Such amounts shall be payable by the Startup to the Service Provider within Twenty (20) days from the date of receipt of any amounts / consideration whatsoever by the Startup (or its nominees) from any Potential Customer.

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c) (i) In the event of any investment whatsoever by any Potential Investor into the Company incorporated by the Startup at any time after the Effective Date hereof, the Service Provider shall have the right, at their sole and absolute discretion, to co-invest along with such Potential Investors up to a maximum of Thirty percent (30%) of the total investment proposed to be raised by the Startup from such Potential Investors at the given point of time till the Startup reaches a Pre-money Valuation of INR Sixty Crores (INR 60,00,00,000/-) or US Dollars Ten million (US\$ 10,000,000), whichever is higher. In the event of such co-investment into the Company by the Service Provider, the Startup shall ensure that the Service Provider is provided with rights similar to those provided to the Potential Investors proportionate to the Service Provider's shareholding in the Company including but not limited to the rights set out in Section 4.1 hereunder.

(ii) The price at which the Service Provider shall be allotted and issued equity shares (or such other securities as are proposed to be allotted and issued to the other Potential Investors for their investment) for the investment by the Service Provider shall be calculated based on a discount of Thirty percent (30%) of the Pre-money Valuation, i.e. the price at which the Service Provider shall be issued and allotted equity shares (or such other securities) shall be at a Thirty percent (30%) discount to the price per share / other security at which such shares / other securities are to be allotted and issued to the Potential Investors. The Service Provider shall have the absolute right to transfer / assign / novate in whole (or in part), and in one or multiple stages, their right to investment in the Company and/or the shares / other securities that may be held by them in the Company from time to time to any other persons or entities as they deem appropriate and the Startup shall do all the necessary corporate actions to facilitate and perfect the issue / transfer of such shares / other securities to such nominee(s) of the Service Provider.

(iii) Where the Startup incorporates a new entity outside India for similar product/ideas or correlated activities of the Business or to raise funding for the development of products or its Business as contemplated under this

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Agreement, the Service Provider shall at their discretion have the right to co-invest, as mentioned above, as they deem fit in such entities outside India by themselves / through their nominee(s). The terms and conditions in relation to the Service Provider's (and/or their nominees') shareholding in the Startup shall be as set forth in a Shareholders Agreement as contemplated in Section 4.1 hereunder.

(iv) The Service Providers will have this right to co-invest at a discount, for only one (1) round of investment proposed to be raised by the Startup. The Service Providers will have the right to invest in future rounds of investment proposed to be raised by the Startup in proportion to its shareholding should it desire to do so, but without a discount.

d) If the Startup receives any funding in any manner, by way of equity, debt, convertible debt, grants, financial discounts, etc., from any such Potential Investors introduced by the Service Providers, the Startup agrees to pay the Service Provider an arranger's fee of Two-and-a-half percent (2.5%) of the total funding received by the Startup from such Potential Investors. Such amounts shall be payable by the Startup to the Service Provider within Twenty (20) days from the date of receipt of any such funds / financial benefits whatsoever by the Startup from the Potential Investor.

e) In the event that the Business, assets, Founding Team and/or the intellectual property rights of the Startup are wholly / partly sold, transferred or surrendered to any Potential Acquirer and/or the Founding Team or any of them take up employment / engagement with any Potential Acquirer and the Startup receives any consideration whatsoever in cash / kind as mentioned above in connection with such sale, transfer or surrender and/or the mass resignation and/or movement of the Founding Team or any of them to employment / engagement with another Potential Acquirer, the Startup agrees to pay the Service Provider Twenty percent (20%) of the aggregate value of all consideration whatsoever (including but not limited to cash, securities, options any other properties and assets whatsoever) received (or to be received over a

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period of time) by the Startup. Such amounts shall be payable by the Startup to the Service Provider within Twenty (20) days from the date of receipt of any such funds / financial benefits / consideration whatsoever in kind by the Startup from the Potential Acquirer.

- 3.2 If and when the Startup reaches/crosses a valuation of INR Sixty Crores (INR 60,00,00,000/-) or US Dollars Ten million (US\$ 10,000,000), and it raises further investment, the Service Provider shall also have the right to invest in the Startup in proportion to its shareholding at the time of such investment should it desire to do so.
- 3.3 The Startup undertakes to keep the Service Provider informed in writing every time it proposes to bring in further investment or funds in the Startup either from the existing shareholders or from third party investors at any time after the Effective Date at least Fifteen (15) days before it enters into negotiations to raise such investments / funds. The Startup shall also notify the Service Provider within Ten (10) days of entering into any sale / supply / license / services agreement with any Potential Customers.
- 3.4 For the avoidance of doubt, it is hereby agreed and confirmed by the Startup and Founders that:
- (i) the Batch Program Services offered by the Service Provider as set out in Part A of Schedule A during the Batch Program Phase shall constitute adequate consideration for the Program Fees paid/payable to the Service Provider as set out in Clause 3.1 (a) and the right to invest provided to the Service Provider as set out in Clause 3.1 (c); and
  - (ii) the Batch Program Services offered by the Service Provider as set out in Part A of Schedule A during the Batch Program Phase and the Graduation Support Services as set out in Part B of Schedule A to be provided by the Service Provider on a best efforts basis shall, irrespective of the contingency of termination of this Agreement during its term as set out in Section 6.1, constitute adequate consideration for the revenue sharing to be paid as per Section 3.1(b), the discounted price at which shares / other securities are to be allotted and issued to the Service Provider by the Startup as per Section 3.1(c), the arranger's fee to be paid as per Section 3.1(d) and the amounts to be paid as per Section 3.1(e). The Startup agree/s to make prompt payment of the

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amounts mentioned in Section 3.1 (b), 3.1(c), 3.1(d) and 3.1(e) above and 3.5 and 3.6 below, time being of the essence.

**B. Consideration for Services rendered to the Founders in their individual capacity**

**3.5 Job Referral**

The Service Provider may from time to time introduce a Founder to potential employers ("**Potential Employer**"). If a Founder receives and accepts an offer of employment from a Potential Employer, the Founder agrees to pay the Service Provider an amount equal to Ten percent (10%) of the Founder's annual salary on a Cost to Company basis for his/her first year of employment within Fifteen (15) days from the date of first salary disbursement by such Potential Employer, time being of the essence. For the avoidance of doubt, it is hereby agreed and confirmed by the Founders that the services provided by the Service Provider in introducing the Founders (or any of them) to the Potential Employer thereby assisting the Founder in obtaining employment constitutes adequate consideration for the amounts payable by the Founder in accordance with this Section 3.5.

**3.6 Acquisition of the Startup or Acquire of Founding Team**

In consideration of the Services provided by the Service Provider to the Founders and the Startup in accordance with this Agreement, each of the Founders agree to pay the Service Provider Twenty percent (20%) of the aggregate value of all cash bonuses (including sign-on bonuses and retention / staggered bonuses) and all other consideration whatsoever (including but not limited to cash, securities, options any other properties and assets whatsoever) received (or to be received over a period of time) by the Founder in the following events:

- a) If the Startup is acquired wholly / partly by a Potential Acquirer and the Founder receives any such consideration as mentioned above paid / payable in cash / kind for either (a) purchase of shares and other securities or the stake held by the Founder in the Startup and/or (b) otherwise in connection with / consideration for such acquisition; or
- b) If the business, assets, Founding Team and/or the intellectual property rights

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of the Startup are wholly / partly sold, transferred or surrendered to any Potential Acquirer and/or the Founding Team of the Startup take up employment / engagement with any one other person / entity and the Founder receives any consideration whatsoever in cash / kind as mentioned above in connection such sale, transfer or surrender and/or the mass resignation and/or movement of the Founding Team to employment / engagement with a Potential Acquirer.

For the purpose of this clause 3.6, it is expressly clarified and acknowledged by the Startup and Founders that hiring either of all Founders of the Startup or of the Founding Team as a whole by a Potential Acquirer shall be deemed to be an acquire in terms of this clause 3.6 and the Service Provider will be eligible to receive from the Startup and/or the Founders / Founding Team as the case may be, 20% of the combined first-year salary of the Founders/Founding Team that is so hired by the Potential Acquirer.

3.7 It is acknowledged and confirmed by the Founders that the Services provided by the Service Provider as per this Agreement, which will benefit the Founders and Founding Team as well, constitutes adequate consideration for the amounts payable by the Founders to the Service Provider in terms of Section 3.6 above. The amounts referred to in Section 3.6 above shall be payable by the Founder within Fifteen (15) days of the Startup / Founder agreeing to any of the events referred to in Section 3.6 above or the occurrence of the said events, whichever is earlier.

3.8 For the avoidance of doubt, it is clarified that Section 3.5 and Section 3.6 are intended to be mutually exclusive. Therefore, if any Founder makes any payment to the Service Provider under Section 3.6 on account of taking up employment under any of the scenarios prescribed in Section 3.6, then in order to avoid any double payment by the said Founder, he/she will be excluded from making any payment under Section 3.5.

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#### 4 COVENANTS

##### A. Covenants of the Startup

- 4.1 The Startup undertakes to incorporate itself as a Company under the Companies Act, 2013 and transfer the Business and all assets of the Startup to the Company. In the event of any proposed investment by the Service Provider pursuant to Section 3.1 above, the Parties agree to enter into a Shareholders Agreement along with the Potential Investors and all other shareholders of the Startup prior to such investment by the Service Provider in the Startup. The aforesaid Shareholders Agreement, which shall be congruous with this Agreement and the interests of the Service Provider and in a form and manner acceptable to the Service Provider, shall mandatorily incorporate the following:
- a) Tag along rights: In the event of sale of shares in the Startup by the shareholders to third parties, and if so requested by the Service Provider/ its nominee(s), the selling parties shall ensure that the acquiring third parties also acquire the shares held by the Service Provider/ its nominee(s) on the same proportional conditions as the selling parties as a pre-condition to any such sale by the shareholders. The Parties agree that the valuation of shares regarding the aforesaid transaction shall not be prejudicial and detrimental to the reasonable commercial interests of the Service Provider. In the event of such proposed sale of shares in the Startup by the shareholders to third parties, if the Service Provider is of the opinion that the price at which shares are being offered to the third party is lower than the fair value of the shares, the Service Provider will have the right of first refusal to purchase the shares being offered to the third party at the price at which the shares are being offered to the third party.
  - b) Drag along rights: In the event of collective exit to an independent third party, the majority shareholder may require the other shareholders to mandatorily sell their shares to the said independent third party. The sale of shares shall be on the same proportional conditions for each shareholder as all other shareholders. The Parties agree that the valuation of shares regarding the aforesaid transaction shall not be

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prejudicial and detrimental to the reasonable commercial interests of the Service Provider.

- c) Anti-dilution: The shareholding percentage held by the Service Provider in the Startup shall not be diluted till the Startup, as valued by an independent auditor satisfactory to the Service Provider, reaches a Pre-money Valuation of US Dollars that is higher than the valuation at which the Service Provider has invested in the Startup, up to a maximum Pre-money Valuation of USD 10 Million Dollars, except unless the Service Provider decides not to invest along with the Potential Investors in terms of Section 3.1 above.

- 4.2 The Startup shall, upon incorporation of the Company and within a period of Fifteen (15) days from the date of incorporation of the Company, ensure that the Company completes the following:- (a) signs a deed of adherence to this Agreement in a form and manner satisfactory to the Service Provider agreeing to abide by all of the confirmations and obligations of the Startup and Company as mentioned in this Agreement; and (b) furnishes to the Service Provider a certified true copy of resolutions passed by the Board of Directors and the shareholders of the Startup / Company ratifying the consideration payable / to be provided as mentioned in Section 3.1 as being reasonable and appropriate consideration for the Services provided by the Service Provider.
- 4.3 The Startup shall not transfer, assign, license, sub license or enter into any arrangement whatsoever and shall not deal with their interests or rights in the Services with any person/s or institutions in any manner whatsoever without the previous written permission and consent of the Service Provider. If, in case any such permission is once granted, the same shall be by a separate agreement as per the terms decided by the Service Provider.
- 4.4 The Startup shall inform Service Provider in writing of any proposed change in the corporate structure of the Startup and/or any proposed investment in the Startup at least Thirty (30) days prior to such proposed change / investment.

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- 4.5 If the Service Provider has invested in the Company and as long as the Service Provider holds shares in the Company, the Startup shall not, without the approval of the Service Provider, undertake or permit the following the actions:
- (a) undertake or permit any merger, consolidation, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstitution.;
  - (b) revalue its assets any time during the term of this Agreement; and
  - (c) transfer, assign, dispose of, pledge, charge, hypothecate, mortgage or create any lien or in any way encumber any of its undertakings, properties and assets or Business in favour of any third party.
  - (d) change the nature or scope of the Business and of any event or condition, which might materially and adversely affect or delay growth or development of the Business.
- 4.6 The Startup shall promptly notify the Service Provider in the following circumstances: a) on the happening of any event which will have or likely to have an adverse effect on the Business; and b) force majeure circumstances and/or circumstances beyond the reasonable control of the Startup against which the Startup may or may not have insured its properties.
- 4.7 The Startup shall comply with all the Laws for the time being in force that would be applicable to the Startup and shall comply with any regulations therein including but not limited to filing of any forms, acquiring any licenses, submitting any returns with any statutory authority or any Government.
- 4.8 The Startup undertakes to provide a monthly general update on its Business and financial affairs. The said monthly update can be shared by the Startup with the Service Provider over such electronic mediums as directed by the Service Provider.
- 4.9 The Startup also undertakes to submit itself to the annual audit of the Service Provider, which shall be carried out at the sole discretion of the Service Provider. The Startup, upon written request of the Service Provider, undertakes to provide all

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the pertinent documents, records and information as required by the Service Provider during the tenure of this Agreement.

- 4.10 All taxes, if any, payable in connection with the services provided by the Service Provider to the Startup and/or the consideration payable or to be provided by the Startup for the same shall be borne solely by the Startup and shall be paid in addition to the amounts and other consideration referred to in Section 3 above. However, the Total Program Fees alone is inclusive of taxes and no additional taxes are payable by the Startup and/or the Founders in connection with the payment of the Total Program Fees.

**B. Covenants of the Founders in their individual capacity**

- 4.11 Each of the Founders covenant in their individual capacity as follows:
- (a) The Founder shall keep the Service Provider informed of all developments pertaining to securing an employment with any Potential Employer. The Founder shall also notify the Service Provider in writing within Seven (7) days of receiving an offer of employment from a Potential Employer. Such notice shall also enclose a copy of the offer letter.
  - (b) The Founder shall duly inform the Service Provider in writing within Seven (7) days of the Startup / Founder entering into any discussions with any person for a sale, transfer or surrender in whole / in part of the Startup or its business or the Founding Team or any of the assets of the Startup including its intellectual property rights.
  - (c) The Founder shall duly and promptly inform the Service Provider in writing within two (2) days of any change in employment, engagement or time spent on the business of the Startup by any of the Founding Team including the Founder.

**5 MONITORING COMMITTEE**

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- 5.1 The Service Provider shall be entitled to appoint a Monitoring Committee comprising of the representatives of the Service Provider and other experts for evaluating the performance of the Startup and its Business.
- 5.2 The Monitoring Committee shall monitor the Business and activities of the Startup.
- 5.3 The Startup shall permit the Monitoring Committee or any Authorized Representative of the Service Provider to carry out technical and financial inspections during the term of this Agreement and to inspect all records, documents, registers and accounts of the Startup. Any such representative of the Monitoring Committee or Service Provider shall have free access at all reasonable times to any part of the Startup's assets and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Business and shall receive full co-operation and assistance from the employees of the Startup.

## **6 TERM AND TERMINATION**

- 6.1 This Agreement is valid from the Effective Date and shall be in force for a period of Five (5) years and six (6) months from the date of commencement of the Batch Program.
- 6.2 This Agreement can be renewed or amended on such terms as may be mutually agreed to by the Parties.
- 6.3 The Startup shall be entitled to terminate this Agreement within sixty (60) days of commencement of the Batch Program by giving seven (7) days prior written notice to the Service Provider. In the event the Startup terminates the Agreement within the aforementioned 60-day period, the Service Provider shall refund the Program Fees as set out in Section 3.1 (a) of this Agreement paid by the Startup/Founders. A Founder of the Startup is also entitled to terminate the Agreement vis-à-vis himself/herself and his/her obligations and rights hereunder within sixty (60) days of commencement of the Batch Program by giving seven (7) days prior written notice to the Service Provider and in the event of such termination, he/she will be entitled to be refunded his/her pro rata share of the Program Fees paid by him/her. It is, however, understood that in order for a Startup to continue being part of the Batch

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Program, not less than two of the Founders should remain with the Startup and if there is less than two Founders remaining (the others having dropped out with prior notice as set out herein), the Startup as a whole will be deemed to have terminated the Agreement. Neither the Startup or any of the individual Founders shall be entitled to terminate this Agreement at any time after the aforementioned sixty (60) day period during the term of the Agreement as set out in Section 6.1.

6.4 The Service Provider shall have the right to terminate this Agreement and/or discontinue provision of the Services during its term as set out in Section 6.1, after giving a Fifteen (15) days' notice, in the following circumstances and no refund shall be due to the Startup and/or the Founders upon such termination.

- (a) Where the Startup or any of its Founders violates any of the terms and conditions of this Agreement or the Shareholders Agreement executed in pursuance of this Agreement; or
- (b) Where the Startup or any of its Founders violates any representation and warranties mentioned hereinabove and such other rules and regulations as may be framed by Service Provider, from time to time; or
- (c) Where the Startup or any of its Founders, commits any fraud, theft or any other offence punishable under law; or
- (d) Unsatisfactory performance of the Startup and/or any of its Founders as per the sole determination of the Monitoring Committee.

6.5 For the avoidance of doubt, it is agreed that any termination of this Agreement shall not affect any shares and securities subscribed to / held by the Service Provider (and their nominees) and their rights as shareholders in the Startup; and the Service Provider (and their nominees) will be entitled to retain such shares and securities held by them in the Startup. It is further clarified and agreed that the termination of this Agreement by the Service Provider prior to expiry of the term as set out in Section 6.1, shall not, in any manner, adversely affect the rights of the Service Provider under Section 3. All other provisions of this Agreement (including the indemnity obligations of the Startup) as are necessary for the Service Provider to

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receive the full economic consideration and benefits as referred to in Section 3 shall survive termination of the Agreement and continue to be in force between the Parties.

- 6.6 If the Startup and/or any of the Founders violate / fail to comply with any of the Sections mentioned in this Agreement as applicable to them, the Service Provider will have absolute discretion to take necessary actions including but not limited to initiating legal action for specific performance, claiming damages or other remedies as available under Law.

## 7 INDEMNIFICATION

The Startup and each of the Founders shall keep the Service Provider indemnified in the event of Losses or damage suffered by the Service Provider owing to any fraud, negligence or misrepresentation or any default in compliance with any of the terms of this Agreement (as are applicable to them) on the part of the Startup and/or the Founders as the case may be.

It is hereby clarified and the Startup and Founders acknowledge that the Services are provided on a best efforts basis and any advice provided by the Service Provider as part of the same should be relied upon by the Startup/Founders only as the Startup and Founders believe to be necessary. The Service Provider does not represent or warrant that the Services (including but not limited to any advice provided thereunder) are designed to meet the Startup's Business requirements or to guarantee any success in the growth of the Startup's Business or the growth in the careers of the Founders or Founding Team. The Startup and Founders acknowledge and agree that under no circumstances shall the Service Provider be held liable or responsible for any Losses or damage suffered by the Startup and/or the Founders owing to their reliance on the advice provided by the Service Provider under or in connection with this Agreement.

## 8 MISCELLANEOUS

### 8.1 Service of Notice

Service of a notice or any communication must be effected by one of the following methods:

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- (a) by hand to the relevant address as set out in Section 8.2 and shall be deemed served upon delivery, if delivered during a business day or at the start of the next business day, if delivered at any other time; or
- (b) by prepaid first-class post/registered post/speed post to the relevant address set out in Section 8.2 and shall be deemed served at the start of the Fourth (4th) business day after the date of posting; or
- (c) by electronic mail transmission in "portable document format" (".pdf") to the relevant e-mail addresses set out in Section 8.2 and shall be deemed served on dispatch, if dispatched during a business day or at the start of the next business day, if dispatched at any other time, provided that in each case a receipt indicating complete transmission of the notice is obtained by the sender.

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## 8.2 Address for Service

### Service Provider

**Name:** Sanjay Vijayakumar

**Designation:** Chief Executive Officer

**Address:** SV.CO DIGITAL PLATFORM PRIVATE LIMITED, Fourth Floor, Bhageeratha Square, Banerji Road,, Kacherippady, Ernakulam North, Cochin – 682018

**Email:** help@sv.co

### Startup

**Name:** Mudda Prabhakar Yashaswi

**Designation:** Marketing Lead

**Address:** H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001

**Email:** mprabhakaryash2323@gmail.com

### Founder 1

**Name:** Vandrangi Sai Kumar

**Designation:** Engineering Lead

**Address:** S/O Venkata Siva Surya Prasad, 3-7, bc street, Santhavurithy, Srikakulam, Andhra Pradesh, 532168

**Email:** vandrangisai@gmail.com

### Founder 2

**Name:** Mudda Prabhakar Yashaswi

**Designation:** Marketing Lead

**Address:** H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001

**Email:** mprabhakaryash2323@gmail.com

### Founder 3

**Name:** Tangudu Gayatri

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**Designation:** Engineering Lead

**Address:** Ramachandrapur Sahi, Gunupur, Alangaguda, Rayagada, Gunupur, Odisha, 765022

**Email:** prabhaka2323@ymail.com

**Founder 4**

**Name:** Andhavarapu Srikar

**Designation:** Governance Lead

**Address:** S/O Venkata Kamaraju Shastry, 15-3-21, Brahmana Street, near to GOVT hospital, palasa, Palasa, Srikakulam, Andhra Pradesh - 532221

**Email:** srikarandhavarapu007@yahoo.in

**Founder 5**

**Name:** Yavvari Sunil

**Designation:** Design Lead

**Address:** Mukundapuram, Kottapalli, Post Mukundapuram, Kothapalli, Srikakulam, Andhra Pradesh, 532242

**Email:** yavvarisunil23@gmail.com

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### 8.3 Applicable Law & Settlement of Disputes

This Agreement shall be construed, governed by, interpreted and applied in accordance with the Laws of India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under Arbitration and Conciliation Act, 1996 for the time being in force. The Tribunal shall consist of one arbitrator to be appointed by the Parties. In case the Parties fail to agree upon the appointment of a sole arbitrator, the arbitration shall be conducted by a panel of Three (3) arbitrators consisting of One (1) arbitrator appointed by the Service Provider, One (1) arbitrator appointed jointly by the Startup and the Founders (or any one or more of them as the case may be) and the third arbitrator, who shall be the Presiding Arbitrator, appointed by the two arbitrators so appointed. The award of the arbitrator(s) shall be final, binding and conclusive on the Parties. The venue of the arbitration proceedings shall be in Bangalore, India and the proceedings shall be conducted in English. Subject to the above, the courts in Bangalore, India shall have jurisdiction over all matters relating to this Agreement.

### 8.4 Entire agreement

This Agreement together with any agreement specifically executed pursuant to this Agreement constitutes the whole and only agreement between the Parties relating to the Services. This Agreement supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

### 8.5 English Language

All notices or formal communications under or in connection with this Agreement shall be in the English language.

### 8.6 Assignment

Unless specifically otherwise provided in this Agreement, neither Party shall have the right to assign their respective rights hereunder or transfer their respective rights and obligations, in whole or in part, to any third party. Provided however that the Service

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Provider, may at its discretion, assign, transfer, novate and/or delegate any of its rights and obligations to any third party.

#### **8.7 Severability**

If any provision of this Agreement is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall not in any way be affected or impaired. The Parties hereto shall then use all reasonable endeavors to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

#### **8.8 Waivers And Remedies**

No failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

#### **8.9 Variation**

The Service Provider shall vary the terms of this Agreement (or of any of the documents referred to in this Agreement) at such circumstances as it may deem fit in the interest of the Parties to this Agreement. Such variation shall not come into effect unless it is made by an instrument in writing and signed by duly Authorized Representatives of each of the Parties hereto. The expression "variation" shall include any variation, amendment, supplement, deletion or replacement however effected.

#### **8.10 Counterparts**

This Agreement may be executed in one or more counterparts, each of which when duly executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed

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counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

#### 8.11 Costs and Expenses

Each of the Parties shall bear their own legal costs, disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this Agreement and any other document executed in connection with this Agreement including but not limited to the Shareholders Agreement. However, stamp duty payable in relation to this Agreement, the Shareholders Agreement and any other document executed in connection with this Agreement shall be borne by the Startup.

#### 8.12 Rights to Program Content

The admission events, any video coverage of the sessions conducted during the Batch Program, video coverage of graduation events, timeline entries and other content that are generated during the Batch Program Phase or Graduation Phase including interactions with and submissions by the Startups and/or the Founders (collectively the "**Program Content**") can be used by the Service Provider for advertisement, commercial or promotional purposes as well as for future batches of students, for improvement and internal assessment and such other purposes as deemed appropriate by the Service Provider in its sole discretion. The Startup and the Founders hereby expressly agree to the use by the Service Provider of any such Program Content which they may be a part of or otherwise and waive any moral, intellectual property rights and other rights in such Program Content. The sole rights of the Program Content (including intellectual property rights therein) lies with the Service Provider. For the avoidance of doubt, it is hereby clarified that copyright in the software written by the Startup and all the intellectual property rights (including but not limited to patents, trademarks, copyright, design rights etc) in products generated and/or services rendered by the Startup shall rest solely with the Startup.

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## SCHEDULE A

### Digital Incubation Services to be provided by the Service Provider

The Services shall comprise the Batch Program Services and the Graduation Support Services and shall be provided by the Service Provider in two phases, viz. (A) the Batch Program Phase and (B) Graduation Support Phase. Services shall be provided in each of these phases to the Startup and separately to the Founders as listed below:

#### A. Batch Program Services to be provided during the Batch Program Phase

##### I. Services to the Startup

- SV.CO Computing and Communication Platform
- A verified online Startup Timeline to record progress in the Startup and to showcase the Startup's products to potential mentors, advisors, acquirers and investors;
- SV.CO Library
- A well defined target-based learning program (i.e. the Batch Program), where Startups are guided through three phases of their product-lifecycle journey: Idea Discovery, Prototyping and Customer Validation;
- SV.CO Technical, Managerial, Faculty and Staff Support
- Providing mentoring including access to a pool of internal and external faculty, which may include arranging and organizing training, mentoring and other activities conducted by external experts and agencies;
- Suggestions on viable products and guidance in product development;
- Introduction to Potential Customers, Potential Investors and Potential Acquirers;
- Assistance in promotion of the Startup's Business;
- Introduction of the Startup to acceleration programs for accelerating the Business aimed to achieve financial success; and
- **Silicon Valley Trip** - Subject to the Startup satisfying such eligibility criteria as set out below, one Founder of the Startup team shall be sent to Silicon Valley, California, USA for a period of 7days (inclusive of travel time) during the last week of the Batch Program where the Founder will get access to meet startups and other experts in the Silicon valley startup ecosystem.
- The Service Provider shall bear the cost of travel (including return airfare for travel to Silicon Valley and travel from the lodging to the sites where the Founder will be taken for official visits as part of the Silicon Valley Trip) and the cost of lodging of the Founder selected to go for the trip. All other expenses, including food and beverages and miscellaneous costs and expenses including any travel to places that are not part of the official visits as planned by the Service Provider for the Silicon Valley Trip, have to be borne by the Founder themselves. Accommodation shall be arranged in dormitories of Menlo College in Menlo City (or such other place/s as may be identified by Service Provider) and notified to the Founders prior to commencement of the Silicon Valley Trip.

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- The itinerary of the said visit ("**Silicon Valley Trip**") as well as other terms and conditions in relation to the Silicon Valley Trip shall be as decided by the Service Provider, but shall inter alia include the following:
  - The selection of the Founder for the Silicon Valley Trip is solely up to the Founding Team where they can nominate a Founder and inform the Service Provider regarding the same. The team lead has to convey the same to the Service Provider and the Founder so selected and others in the Founding Team shall sign and submit such documentation as may be deemed necessary by the Service Provider in this regard.
  - Only Startups, which have successfully cleared the prototyping stage of the Batch Program to the satisfaction of the Monitoring Committee, will be allowed to nominate a Founder for the Silicon Valley Trip.
  - The Startup / Founders have to obtain a "no dues" certificate from the Service Provider on or prior to such date as indicated by the Service Provider in order to be eligible to nominate a Founder for the Silicon Valley Trip. If there are any Founders in the Founding Team selected to participate in the Post Paid Plan, the said Founder/Founders will have to clear all outstanding dues 30 days prior to the last date of the 6 month Batch Program for a Founder from amongst their Founding Team to be eligible for the Silicon Valley Trip.
  - The Service Provider is not responsible for the selected Founder's Visa expenses, application process or outcome, but shall however issue a letter recommending the Founder's selection for the Silicon Valley Trip and purpose of sending the Founder to Silicon Valley, if so requested by the Founder.
  - The selected Founder has to obtain prior to the trip, at his/her own expense, travel, medical and such other insurance policy/coverage as may be prescribed by the Service Provider at its discretion.
  - The selected Founder travelling on the Silicon Valley Trip will be personally and solely responsible for compliance with all laws and rules (including any rules prescribed the lodging facilities arranged by the Service Provider for stay of the Founders) and shall be solely liable for any illegal activity, violations or crimes committed by him/her in the USA during the Silicon Valley Trip and under no circumstances will the Service Provider be held liable for any such violations and crimes, etc. by the Founder.
  - The selected Founder shall indemnify and keep indemnified the Service Provider for any losses suffered by the Service Provider owing to any such violations or crimes by him/her. The Founder selected to travel on the Silicon Valley Trip shall sign all such documentation as may be required by Service Provider for going on the Silicon Valley Trip.

## II. Services to the Founders

- A verified online Founder Profile to record progress in the Startup and to showcase the Founder's skills to potential mentors, advisors and employers;

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- Providing mentoring including access to a pool of internal and external faculty, which may include arranging and organizing training, mentoring and other activities conducted by external experts and agencies;
- Suggestions on viable products and guidance in product and engineering development; and
- Introduction to Potential Employers, Potential Investors in the Startup and Potential Acquirers

B. Graduation Support Services to be provided on a best efforts basis during the Graduation Support Phase

I. Services to the Startup

- A verified online Startup Timeline to record progress in the Startup and to showcase the Startup's products to potential mentors, advisors, acquirers and investors;
- Suggestions on viable products and guidance in product development;
- Introduction to Potential Customers, Potential Investors and Potential Acquirers;
- Assistance in promotion of the Startup's Business;
- Introduction of the Startup to acceleration programs for accelerating the Business aimed to achieve financial success;
- Because startups have unique needs, the Service Provider will also endeavour to satisfy custom "Help Wanted" requests from the Startup on a Best Effort Basis during the period. When certain requests cannot be satisfied by the Service Provider, the Startup shall be notified within 30 days of posting a request;
- It is also explicitly made clear that the Startup can (with due notification & subject to eligibility conditions) participate in any "Graduation Event" organized by the Service Provider during the Graduation Support Phase

II. Services to the Founders

- A verified online Founder profile to record progress in the Startup and to showcase the Founder's skills to potential mentors, advisors and employers;
- Providing mentoring including access to a pool of internal and external faculty, which may include arranging and organizing training, mentoring and other activities conducted by external experts and agencies;
- Suggestions on viable products and guidance in product development;
- Introduction to Potential Employers, Potential Investors in the Startup and Potential Acquirers; and
- It is also explicitly made clear that the Founder can (with due notification & subject to eligibility conditions) participate in any "Graduation Event" organized by the Service Provider during the Graduation Support Phase.

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## SCHEDULE B

### Details of Founders & Founding Team

1. Vandrangi Sai Kumar (name), Engineering Lead (designation), son of Vandrangi Venkata Siva Surya Prasad, aged 19 years, holding Aadhaar Card No 234415917563 and residing at S/O Venkata Siva Surya Prasad, 3-7, bc street, Santhavurithy, Srikakulam, Andhra Pradesh, 532168 and having permanent residence at S/O Venkata Siva Surya Prasad, 3-7, bc street, Santhavurithy, Srikakulam, Andhra Pradesh, 532168 Tel No: 9010614125.
2. Mudda Prabhakar Yashaswi (name), Marketing Lead (designation), son of Mudda Satyanarayana, aged 20 years, holding Aadhaar Card No 719709070470 and residing at H NO 34 63 2nd Lane Bankers Colony behind deepa mahal Srikakulam, Srikakulam DIST Andhra Pradesh 532001 and having permanent residence at Plot no 30 ramadevi garends rajavolu rajahmundry rural, Rajavolu, East Godavari Andhra Pradesh 533124 Tel No: 9010428953.
3. Tangudu Gayatri (name), Engineering Lead (designation), daughter of Tangudu Murali, aged 20 years, holding Aadhaar Card No 981529933470 and residing at Ramachandrapur Sahi, Gunupur, Alangaguda, Rayagada, Gunupur, Odisha, 765022 and having permanent residence at Ramachandrapur Sahi, Gunupur, Alangaguda, Rayagada, Gunupur, Odisha, 765022 Tel No: 9573668370.
4. Andhavarapu Srikar (name), Governance Lead (designation), son of Andhavarapu Venkata Kamaraju Shastry, aged 20 years, holding Aadhaar Card No 894547379868 and residing at S/O Venkata Kamaraju Shastry, 15-3-21, Brahmana Street, near to GOVT hospital, palasa, Palasa, Srikakulam, Andhra Pradesh - 532221 and having permanent residence at S/O Venkata Kamaraju Shastry, 15-3-21, Brahmana Street, near to GOVT hospital, palasa, Palasa, Srikakulam, Andhra Pradesh - 532221 Tel No: 9652924370.
5. Yavvari Sunil (name), Design Lead (designation), son of Yavvari Baburao, aged 21 years, holding Aadhaar Card No 919740719405 and residing at Mukundapuram, Kottapalli, Post Mukundapuram, Kothapalli, Srikakulam, Andhra Pradesh, 532242 and having permanent residence at Mukundapuram, Kottapalli, Post Mukundapuram, Kothapalli, Srikakulam,

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Andhra Pradesh, 532242 Tel No: 8179346346.

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## SCHEDULE C

### Details regarding the Scholarship Program

1. The Service Provider is collaborating with such third parties as it deems appropriate ("Official Scholarship Partner") to offer 100% scholarships to some Founders of a Batch Program ("**Scholarship Program**").
2. The right to select the Founders who will be granted the scholarship under the Scholarship Program solely lies with the Service Provider and the Service Provider's decision in this regard will be final and binding on the Founders.
3. For the purpose of selecting Founders for the Scholarship Program, the Service Provider will be shortlisting Founders based on their performance in the admission process based on various selection criteria as deemed appropriate by the Service Provider.
4. If a Founder is selected for the Scholarship Program, he/she will not have to pay the Founder's Program Fees of Rs 37,500/- either upfront or after the Batch Program.
5. Except for the waiver of the Founder's Program Fees of Rs 37,500/-, a Founder who has been granted scholarship under the Scholarship Program will be liable to pay all other fees that he is liable to pay as a Founder during the Batch Program Phase and during the entire term of this Agreement as set out herein [including but not limited to the success-based fees as set out in Clauses 3.1 (e), 3.5 and 3.6 and any other expenditure incurred for the benefit of the Startup or extra expenses spent by the Service Provider on the Startup / Founder(s) / Founding Team].
6. There is no minimum number of assured scholarships that will be granted in every batch and there is no assurance or guarantee that any Founder will be granted a scholarship under the Scholarship Program.
7. The grant of scholarship and benefits, rights and liabilities (if any) of a Founder selected for the Scholarship Program shall be governed by such other terms and conditions as may be put in place from time to time by the Service Provider in consultation with the Official Scholarship Partner.

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## **SCHEDULE D**

### **Details of the Post Paid Plan**

1. Service Provider is offering a special plan for some Founders whose parents' combined annual income is less than Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand) per annum, ("**Post Paid Plan**").
2. Founders who are eligible for the Post Paid Plan must submit documentary proof to the satisfaction of the Service Provider establishing the aggregate income of his/her parents. The Founders may submit documents such as (a) ITR (b) Income tax certificate and c) notarised affidavit by non-working parent(s) indicating that he/she is not employed which shall be verified and considered by the Service Provider for eligibility to the Post Paid Plan. Decision of the Service Provider in this regard shall be final and binding on the Founders.
3. Founders applying for the Post Paid Plan will have to submit authentic and legitimate documents and in case of any discrepancies, the concerned applicant shall be liable for disqualification from the Batch Program and will further not be entitled to apply to any future batches of programs started by the Service Provider.
4. Once, the documents are verified and are accepted, the Service Provider and the Founder shall enter into an agreement in such format as deemed appropriate by the Service Provider wherein the Founder shall inter alia agree to pay the Founder's Program Fees not less than 30 (thirty) days prior to the last day of the 6 (six) months Batch Program.
5. In case a Founder drops out within 2 (two) months of the commencement of the Batch Program, the Founder will not have to pay any amount to the Service Provider. If the Founder decides to drop out after 2 (two) months from the commencement of the Batch Program, the Founder shall be liable to pay the complete amount of Rs 37,500 being the Founder's Program Fees, within 15 (fifteen) days from his/her exit from the Batch Program.

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IN WITNESS WHEREOF, the said Service Provider, the Startup and the Founders have put their respective signatures hereunder on the day, month and year first above written.

Signed and delivered for and on behalf of  
SV.CO DIGITAL PLATFORM PRIVATE  
LIMITED  
(Service Provider)

By: Sanjay Vijayakumar  
Title: Chief Executive Officer

Signed and delivered for and on behalf of  
3SGP Technologies  
(Startup)

By: Mudda Prabhakar Yashaswi  
Title: Team Lead

Signed and delivered by  
Vandrangi Sai Kumar  
(Founder 1)

Signed and delivered by  
Mudda Prabhakar Yashaswi  
(Founder 2)

Signed and delivered by  
Tangudu Gayatri  
(Founder 3)

Signed and delivered by  
Andhavarapu Srikar  
(Founder 4)

Signed and delivered by  
Yavvari Sunil  
(Founder 5)



**Indoshoppy.com**

**(2015-16)**

indoshoppy.com

Updated 141 days ago ↻

**DOMAIN INFORMATION**

Domain: indoshoppy.com  
Registrar: GoDaddy.com, LLC  
Registration Date: 2015-10-31  
Expiration Date: 2018-10-31  
Updated Date: 2017-10-29  
Status: clientDeleteProhibited  
clientRenewProhibited  
clientTransferProhibited  
clientUpdateProhibited  
Name Servers: ns1.freehosting.com  
ns2.freehosting.com

**REGISTRANT CONTACT**

Name: Kiran kumar reddy

**RAW WHOIS DATA**

Domain Name: indoshoppy.com  
Registrar URL: http://www.godaddy.com  
Registrant Name: Kiran kumar reddy  
Registrant Organization:  
Name Server: NS1.FREEHOSTING.COM  
Name Server: NS2.FREEHOSTING.COM  
DNSSEC: unsigned

For complete domain details go to:  
<http://who.godaddy.com/whoischeck.aspx?domain=indoshoppy.com>

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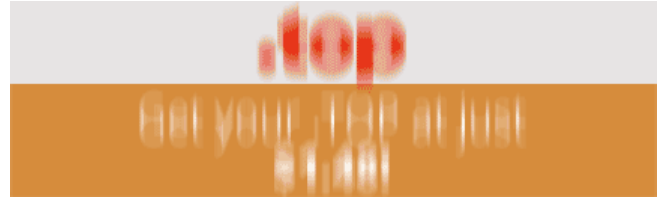
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**Runwaylabz Pvt Ltd.**  
**(2014-15)**





# GOVERNMENT OF INDIA

## MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Hyderabad  
2nd Floor , CPWD Building , Kendriya Sadan , Sultan Bazar, Koti

### Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013]

I hereby certify that RUNWAY LABZ PRIVATE LIMITED is incorporated on this Fourteenth day of May Two Thousand Fifteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U72200AP2015PTC096661.

Given under my hand at Hyderabad this Fourteenth day of May Two Thousand Fifteen.

Signature Not Verified  
Digitally signed by Ministry of  
Corporate Affairs, Govt of  
India  
Date: 2015.05.14 14:07:20  
GMT+05:30

V VENKATA RAMI REDDY  
Registrar of Companies  
Andhra Pradesh

Mailing Address as per record available in Registrar of Companies office:

RUNWAY LABZ PRIVATE LIMITED  
BANISETTY VENKATA RAMANA SHOPPING COMPLEX, SHOP NO :7, RAJAM  
SUBDIVISION,RAJAM,,  
SRIKAKULAM - 532127,  
Andhra Pradesh, INDIA



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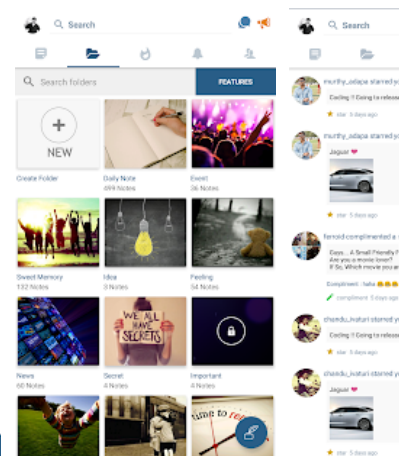
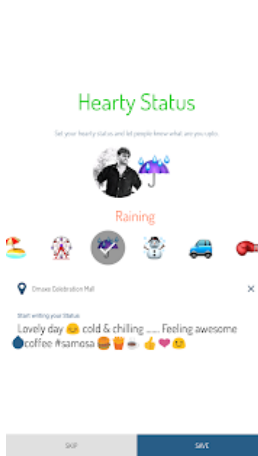
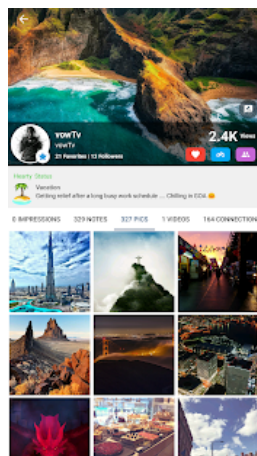
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suresh kumar

June 25, 2017

Very much impressed...

**Heartynote** June 25, 2017

Thank you so much Suresh. We are delighted to know that you loved the app. Do share the app with your friends and family and help us spread the word of Heartynote. Stay tuned for Version 2.0 for more awesomeness. #MadeInIndia #RespectFeelings

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3  
2  
1

119 total

**Vimal Vekariya**

August 28, 2017



1



Frankly i loved the app in very first tym I would say that keep it up guyz nd would also suggest mh friends for this , as they would also love Thanks guyz for the app

**Heartynote** August 29, 2017

Thank you so much Vimal . We are so happy to know that you love the app. Heartynote 2.0 is launched with amazing features like Hearty Diary and Hearty Chat Beta. We are trying our best to provide awesome features. Do share the app with your friends and family #Heartynote #HeartyDiary #Madeinindia

**Badrinath Karizma**

September 8, 2017



2



It is really a wonderful app. An excellent platform which could reach people in a progressive manner. Happy that it is an Indian Platform...

**Heartynote** September 11, 2017

Thank you so much Badrinath . We are glad you loved the app. Heartynote is loaded with amazing features like Hearty Diary and Hearty Chat Beta. We are trying our best to provide you with an awesome experience. Do share the app with your friends and family #Heartynote #HeartyDiary #Madeinindia

**Problems & Solution**

September 18, 2017



Superb app

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**A Google user**

July 28, 2017



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