



PURCHASE ORDER

| Principal Place of Business/Bill To | | | | | Supply To | | | | | | | | | | | | | | | | | | |
|--|--|-------------|----------|--------------|---|-----------------------|---------------------|---------------------|--------------|---------------------|-----------|---------------|----------|---------------|----------|-------|--|------------------|--|-------------------------|--|----------------------|------------------|
| RSB Transmissions (I) Ltd. (Forging Plant) Plot no. 1007, 1011 P.O. Uchapada Tel : 91674-2550590 Fax : 91674-2550590 Email : ranjan.jena@rsbglobal.com Website : www.rsbglobal.com GSTIN : 21AABCR3925R1Z5 PAN : AABCR3925R State Code & State : 21 ODISHA CIN : U34102PN1989PLC014807 | | | | | RSB TRANSMISSIONS (I) LTD, (Cuttack) CUTTACK UNIT -1, NH-5, PLOT NO. 1011, 1007 MANIA, KOTSAHI, TANGI, CHOUDWAR 754022 Tel : 91674-2550590 Fax : 91674-2550590 Email : ranjan.jena@rsbglobal.com Website : www.rsbglobal.com GSTIN : 21AABCR3925R1Z5 PAN : AABCR3925R State Code & State : 21 ODISHA CIN : U34102PN1989PLC014807 | | | | | | | | | | | | | | | | | | |
| Supplier Details | | | | | PO Details | | | | | | | | | | | | | | | | | | |
| Supplier Code : 40536453 Name : GramTarang Employability Trng Serv P Ltd Address : HIG5, BDA Duplex phase-I Pokhaript GTET, At. JITM, PO. R. Sitapur, Via. Uppalada, Paralakhemundi Tel : Email : sidharth.dash@gramtarang.org.in GSTIN : 21AABCC9406C1ZB PAN : AABCC9406C State Code & State : 21 ODISHA | | | | | Order Type/Order No : OH / 18000408 Order Date : 09/18/18 Revision No/ Date : 0 / 09/22/18 Quotation No/ Date : Our Reference No. : Original Order No. : Validity Date : 03/31/19 | | | | | | | | | | | | | | | | | | |
| No. | Item Code | Drawing No. | HSN | Quantity | Rate | GST Amount/Percentage | | | Request Date | Amount (Qty x Rate) | | | | | | | | | | | | | |
| | Description | Mod No: | SAC | UOM | Currency | IGST | CGST | SGST | | | | | | | | | | | | | | | |
| 1 | M06050020 SHEARING BLADE 65X65 WITH MATERIAL | | 84559000 | 20.000 EA | 7420.00 INR | | 13356.00 @ 9.0 % | 13356.00 @ 9.0 % | 09/18/18 | 148400.00 | | | | | | | | | | | | | |
| 2 | M06050021 SHEARING BLADE 75X75 WITH MATERIAL | | 84559000 | 10.000 EA | 7420.00 INR | | 6678.00 @ 9.0 % | 6678.00 @ 9.0 % | 09/18/18 | 74200.00 | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Total</td> <td>222600.00</td> </tr> <tr> <td>CGST Input@9%</td> <td>20034.00</td> </tr> <tr> <td>SGST Input@9%</td> <td>20034.00</td> </tr> <tr> <td>Other</td> <td></td> </tr> <tr> <td>Suspense Account</td> <td></td> </tr> <tr> <td>Suspense Setoff Account</td> <td></td> </tr> <tr> <td>Grand Total :</td> <td>262668.00</td> </tr> </table> | | | | | | | | | | Total | 222600.00 | CGST Input@9% | 20034.00 | SGST Input@9% | 20034.00 | Other | | Suspense Account | | Suspense Setoff Account | | Grand Total : | 262668.00 |
| Total | 222600.00 | | | | | | | | | | | | | | | | | | | | | | |
| CGST Input@9% | 20034.00 | | | | | | | | | | | | | | | | | | | | | | |
| SGST Input@9% | 20034.00 | | | | | | | | | | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | | | | | | | | | | | |
| Suspense Account | | | | | | | | | | | | | | | | | | | | | | | |
| Suspense Setoff Account | | | | | | | | | | | | | | | | | | | | | | | |
| Grand Total : | 262668.00 | | | | | | | | | | | | | | | | | | | | | | |
| Grand Total (In Words) : Rupees Two Lakh Sixty Two Thousand Six Hundred Sixty Eight Only. | | | | | | | | | | | | | | | | | | | | | | | |
| Delivery Terms : AS PER LAST SUPPLY. | | | | | | | | | | | | | | | | | | | | | | | |
| Remarks : | | | | | | | | | | | | | | | | | | | | | | | |
| Payment Terms : 30 Days From Acceptance | | | | | | | | | | | | | | | | | | | | | | | |

Checked By

Authorized By

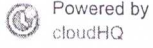
For all queries related to this order contact
 www.rsbglobal.com
 CORPORATE OFFICE: Ubale Nagar, Nagar Road, Wagoli, Pune, 412207, Tel : 91 20 30642100 Fax : 91 20 30642101

Fwd: schedule nov 18

1 message

Aurobindo Sahu <aurobindosahu@gmail.com>
To: Jitendra Kumar Patnaik <jitendra.patnaik@gramtarang.org.in>

Wed, Feb 19, 2020 at 2:37 PM



----- Forwarded message -----
From: **Krishnamurari Prasad** <krishnamurari.prasad@rsbglobal.com>
Date: Sun, Nov 4, 2018 at 1:01 PM
Subject: schedule nov 18
To: <aurobindosahu@gmail.com>, sadat.ali <sadat.ali@gramtarang.in>



RSB Transmissions (I) Ltd.

Schedule No. :-

PLOT NO. 184 & 189 Belur Industrial Area

Schedule Month :-NOV 2018

Dharwad

To

GramTarang Employability Trng

orrrisa

Kind Atten. Mr. arvindo shahu

| Sl.No. | PO Number | Description | Quantity Open | Quantity Open | Confirm Zone | | Tentative Zone | | |
|--------|-----------|-----------------|--------------------|---------------|--------------|---------------|----------------|--------|--------|
| | | | | | Qty | Delivery Date | DEC'18 | Jan-19 | Feb-19 |
| 1 | | 21320190091P12P | SEAT SCREW 4337930 | 4,800 | 600.00 | 05.11.18 | 400 | 400 | 400 |
| 2 | | 21320190086P12P | SEAT SCREW 4190634 | 3,360 | 400.00 | 05.11.18 | 200 | 200 | 200 |
| 3 | | 21320190087P00P | SEAT SCREW 4190636 | 1,680 | 200.00 | 05.11.18 | 100 | 100 | 100 |
| 4 | | 21320190088P00P | SEAT SCREW 4190635 | 840 | 200.00 | 05.11.18 | 100 | 100 | 100 |
| 5 | | 21320190008P00P | SEAT SCREW TE05275 | 24,480 | 2,500.00 | 05.11.18 | 2040 | 2040 | 2040 |
| 6 | | 21320190094P00P | SEAT SCREW 4195689 | 48,000 | 6,000.00 | 05.11.18 | 4000 | 4000 | 4000 |

Kindly Despatch The Materials as per above Schedule . If There Is any changes we will Inform accordingly.

Thanking You

FORMAT NO. RSB-D/PUR/10

REV NO & DATE :
00/01.08.09

KRISHAN MURARI PRASAD
RSB TRANSMISSION (I) LTD
DHARWAD

DISCLAIMER:

This e-mail may contain proprietary, privileged and confidential information and is sent for the intended recipient(s) only. If, by an addressing or transmission error, this mail has been misdirected to you, you are requested to notify us immediately by return email message and delete this mail and its attachments. You are also hereby notified that any use, any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail message, contents or its attachment(s) other than by its intended recipient(s) is strictly prohibited. Any opinions expressed in this email are those of the individual and may not necessarily represent those of the company. Before opening attachment(s), please scan for viruses.

Regards,

Aurebindo Kumar Sahu
Paralakhemundi (Odisha)
Ph.09692385714



PURCHASE ORDER 00304-0000004194Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF
Cyber City, Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Limited
The Leela Galeria, Commercial Block,
7th Floor, No. 23, Airport Road,
560008 Bengaluru KA
Tel: +91.80.4306.7000**PO Date:** 06-Apr-2018**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatanam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I,
411057 Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|-------------|----------|-----|------------|-------|----------|
|------|-------------|----------|-----|------------|-------|----------|

| | | | | | | |
|--|---|------|----|---------------|---------------|------------|
| 1-1 | AP Experience Center Project. Services for running an experience center. | 1.00 | EA | 69,758,264.00 | 69,758,264.00 | 31/03/2021 |
| AP Experience Center Project. Services for running an experience center. Details as per SOW 18-DIN#420. Period 01-Apr-2018 to 31-Mar-2020. | | | | | | |

| |
|--|
| Freight Terms: Freight Charges Incl. |
| Payment Method: ACH |
| Payment Terms: Net invoice date + 45 days |
| Buyer: Vivek Kandola |
| Email: Vivek.KANDOLA@3ds.com |

| | |
|---|----------------------|
| Currency | INR |
| Total Purchase Amount (TAX not included) | 69,758,264.00 |

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Personal Data. The Supplier shall comply with all Applicable Data Protection Laws under the Governing laws of India and all laws, when applicable to the provision of Services as a result of this Agreement, and by any other current or future laws and regulations that could apply to the transfer of Personal Data by virtue of this Agreement («Applicable Data Protection Legislation»).

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed

to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social Responsibility. The Supplier hereby represents and warrants that it has been informed of the "Corporate Principles of Social Responsibility" available on the 3DS website (<http://www.3ds.com>) and has agreed to be bound by them. It agrees to encourage its own suppliers and subcontractors (within the limits authorized by the Agreement) to adhere to those principles. In the event of non-compliance by the Supplier with any of those principles, 3DS reserves the right to immediately terminate the Agreement. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com.

Term. The Agreement shall enter into force as of the date the Order is issued and shall remain in force until full performance of the parties' obligations.

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. The Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement, (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000005211

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002

CIN # U72200DL2007PTC177161
 PAN # AACCD7672A
 Karnataka GST # 29AACCD7672A8ZI
 Haryana GST # 06AACCD7672A1ZX
 Maharashtra GST # 27AACCD7672A8ZM
 Tamil Nadu GST # 33AACCD7672A8ZT
 West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited
 The Leela Galeria, Commercial Block,
 7th Floor, No. 23, Airport Road,
 560008 Bengaluru KA
 Tel: +91.80.4306.7000

PO Date: 04-Jul-2019

VENDOR:

Gramtarang Technologies Private Ltd
 B-107, KSR Pleasant Valley,
 Madhavadhara, Vishakhapatnam,
 AndhraPradesh
 530018 Vishakhapatnam, AP
 Tel:988/615-5870

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Pvt. Ltd.
 Accounts Payable Team
 Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
 Pune MH India
 Tel: 91.20.6793.6600

PLEASE REMEMBER:

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|---|----------|-----|--------------|--------------|------------|
| 1-1 | Gramtarang - Project Support Resources (01st June 31st Dec 2019) | 1.00 | EA | 3,575,000.00 | 3,575,000.00 | 31/12/2019 |
| | Project Support Resources Period 01-Jul-2019 to 31-Dec-2019 Details as per SOW dt 05-Jun-2019 | | | | | |

| |
|--|
| Freight Terms: Freight Charges Incl. |
| Payment Method: ACH |
| Payment Terms: Net invoice date + 45 days |
| Buyer: Vivek Kandola |
| Email: Vivek.KANDOLA@3ds.com |

| | |
|---|---------------------|
| Currency | INR |
| Total Purchase Amount (TAX not included) | 3,575,000.00 |

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000005007Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Ltd.
12th Floor, Building No 10C
DLF Cyber City, Phase-II
122002 Gurugram HR
Tel: +91 124 4577100**PO Date:** 05-Mar-2019Work Order: SPW00000003000
Start Date: 12/01/2018
End Date: 11/30/2019**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatnam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|-------------|----------|-----|------------|-------|----------|
|------|-------------|----------|-----|------------|-------|----------|

| | | | | | | |
|-----------------------------------|--------------|------|-----|---------------|---------------|------------|
| 1-1 | Fixed Amount | 1.00 | MHR | 19,500,000.00 | 19,500,000.00 | 25/03/2019 |
| DIN414/SPW00000003000/00311/SERVI | | | | | | |

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|--|
| Freight Terms: Freight Charges Incl. |
| Payment Method: ACH |
| Payment Terms: Net invoice date + 45 days |
| Buyer: Vivek Kandola |
| Email: Vivek.KANDOLA@3ds.com |

| | |
|---|----------------------|
| Currency | INR |
| Total Purchase Amount (TAX not included) | 19,500,000.00 |

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

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Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

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Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

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Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000004978Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Limited
12th Floor, Building # 10C,
DLF Cyber City, Phase II,
122002 Gurugram HR
Tel: +91.124.457.7100**PO Date:** 21-Feb-2019**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatnam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|--|----------|-----|------------|------------|------------|
| 1-1 | 2019-External Subco cost- GT VS APSRD from Jan'19 to June'19 | 1.00 | EA | 960,000.00 | 960,000.00 | 27/02/2019 |

External Subcontractor Cost : BIM Modeling for City & Simulation scenarios on 3DEXPERIENCE Platform
Period 01-Jan-2019 to 30-Jun-2019

Freight Terms: Freight Charges Incl.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency **INR**

Total Purchase Amount 960,000.00
(TAX not included)

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

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Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000004631Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Limited
The Leela Galeria, Commercial Block,
7th Floor, No. 23, Airport Road,
560008 Bengaluru KA
Tel: +91.80.4306.7000**PO Date:** 14-Nov-2018**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatnam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|---------------------------------------|----------|-----|------------|------------|------------|
| 1-1 | Cost for TWO 3DEXPERIENCE Consultants | 1.00 | EA | 900,000.00 | 900,000.00 | 30/06/2019 |

Cost for TWO 3DEXPERIENCE Consultants
Period : 01-Oct-2018 to 30-Jun-2019.
SOW # DS Ref # DIN-377.

Freight Terms: Freight Charges Incl.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency **INR**

Total Purchase Amount 900,000.00
(TAX not included)

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000004719Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Limited
The Leela Galeria, Commercial Block,
7th Floor, No. 23, Airport Road,
560008 Bengaluru KA
Tel: +91.80.4306.7000**PO Date:** 10-Dec-2018**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatnam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|----------------------------|----------|-----|------------|------------|------------|
| 1-1 | External Subcontractor Fee | 1.00 | EA | 400,000.00 | 400,000.00 | 31/12/2018 |

<<**Start Date:2018-11-20**User Comments:External Subcontractor Fee.
To Create e-Learning contents using 3D Experience.
Period :01-Nov-2018 to 31-Dec-2018>>

Freight Terms: Freight Charges Incl.

Payment Method: ACH

Payment Terms: Net invoice date + 45 days

Buyer: Vivek Kandola

Email: Vivek.KANDOLA@3ds.com

Currency

INR

Total Purchase Amount **400,000.00**
(TAX not included)

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000004976Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Limited
12th Floor, Building # 10C,
DLF Cyber City, Phase II,
122002 Gurugram HR
Tel: +91.124.457.7100**PO Date:** 21-Feb-2019**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatnam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|---|----------|-----|------------|------------|------------|
| 1-1 | 2019-External subco cost- Gram tarang from jan'19 to April 19 | 1.00 | EA | 800,000.00 | 800,000.00 | 27/02/2019 |

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| External Subcontractor Cost for Creation of e-Learning content using 3DEXPERIENCE platform. Period 01-Jan-2019 to 30-Apr-2019 |
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| Freight Terms: Freight Charges Incl. |
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| Payment Method: ACH |
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| Payment Terms: Net invoice date + 45 days |
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| Buyer: Vivek Kandola |
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| Email: Vivek.KANDOLA@3ds.com |
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|----------|------------|
| Currency | INR |
|----------|------------|

| | |
|---|-------------------|
| Total Purchase Amount (TAX not included) | 800,000.00 |
|---|-------------------|

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

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Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000005007Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ**BILL TO & SHIP TO:**Dassault Systemes India Private Ltd.
12th Floor, Building No 10C
DLF Cyber City, Phase-II
122002 Gurugram HR
Tel: +91 124 4577100**PO Date:** 05-Mar-2019Work Order: SPW00000003000
Start Date: 12/01/2018
End Date: 11/30/2019**VENDOR:****Gram Tarang Employability Training**
B-107, KSR, Pleasant Valley,
Madhavadhara, Visakhapatnam
530018 Visakhapatnam AP**ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:**3DPLM Software Solutions Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600**PLEASE REMEMBER:**

- A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:
- Your Company Name with complete address
 - Our PO number and PO Date
 - Your PAN Number
 - Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
 - Service tax Category – As applicable
 - Vendor contact person, email ID and telephone number
- B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.
- C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.
- D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|-------------|----------|-----|------------|-------|----------|
|------|-------------|----------|-----|------------|-------|----------|

| | | | | | | |
|-----------------------------------|--------------|------|-----|---------------|---------------|------------|
| 1-1 | Fixed Amount | 1.00 | MHR | 19,500,000.00 | 19,500,000.00 | 25/03/2019 |
| DIN414/SPW00000003000/00311/SERVI | | | | | | |

| |
|--|
| Freight Terms: Freight Charges Incl. |
| Payment Method: ACH |
| Payment Terms: Net invoice date + 45 days |
| Buyer: Vivek Kandola |
| Email: Vivek.KANDOLA@3ds.com |

| | |
|---|----------------------|
| Currency | INR |
| Total Purchase Amount (TAX not included) | 19,500,000.00 |

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

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Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

Social responsibility and anti-bribery. The Supplier hereby represents and warrants that it has been informed of the «Principles of Corporate Social Responsibility», available on the 3DS' website (<http://www.3ds.com>) and has agreed to be bound by them. Without limiting the generality of the foregoing the Supplier acknowledges and agrees that 3DS will not tolerate bribery in any form in connection with the conduct of its business. In particular, the Supplier shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in India, in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause 3DS to be in breach of the Anti-Bribery Laws; and promptly report to the 3DS any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement. The Supplier shall promptly notify 3DS during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. The Supplier agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these principles. In the event of non-compliance by the Supplier with any of those principles, such non-compliance shall constitute a material breach and 3DS reserves the right to immediately terminate the Agreement and the Supplier shall indemnify 3DS against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by 3DS as a result of such breach. The Supplier shall immediately inform 3DS of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: 3DS.Suppliers-Mediator@3ds.com

Termination. Without limiting its other rights and remedies 3DS may terminate the Agreement (i) in case of breach any of Supplier's obligations, not remedied within a period of ten (10) days after written notice specifying the breach and requiring its remedy, (ii) if the Supplier does not comply with its obligation to declare a conflict of interest and (iii) for convenience. Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect and termination or expiry shall not affect the parties' rights and remedies that have accrued as at termination. On termination of the Agreement, the Supplier shall immediately deliver to 3DS all Products and/or outputs from Services whether or not then complete. If the Supplier fails to do so, then 3DS may enter the Supplier's premises and take possession of them.

Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

Entire Agreement. When no 3DS master services agreement is signed between the Parties, the Agreement sets forth the entire agreement reached between the parties with respect to its subject matter. It supersedes and replaces, as of its effective date, all correspondence, proposals, offers and all prior or contemporaneous agreements, whether written or oral, with respect to the same subject matter.

Economic Dependency. The Supplier shall immediately inform 3DS of any risk of economic dependency. This obligation is essential to ensure a balanced relationship.

Interpretation. Each of the clauses of the Agreement shall be interpreted, to the extent possible, in such a manner that it is legally valid. If any of the provisions of the Agreement is revealed to be illegal, invalid or unenforceable under the terms of any laws whatsoever and/or an enforceable decision of any competent court or administrative authority, such provision shall be deemed null and void, without this affecting the validity of any of the other provisions, and it shall be replaced by a valid provision of equivalent legal and economic effect, which the parties agree to negotiate in good faith.

Applicable Law and Jurisdiction. The Agreement shall be governed by the laws of India. Any dispute arising out of the performance and/or interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the Courts at New Delhi for any matters arising here from. 3DS may (i) for the implementation of any protective measures or temporary injunctions, apply to any court with jurisdiction in any country, and (ii) for any conflict with respect to intellectual property, apply to the Courts at New Delhi with jurisdiction pursuant to the terms of the Code of Civil Procedure 1908.

Miscellaneous. (i) No waiver, amendment or cancellation of any of the provisions of the Agreement shall be enforceable unless it has been formalized in an amendment signed by both parties, (ii) The fact that a party, in any circumstances, has not required the performance of any of the provisions of the Agreement shall in no circumstances prevent subsequent enforcement of such provision or any other provision. (iii) Any notices must be sent in writing to the address indicated in the Agreement. (iv) The GTC shall replace any prior 3DS general terms and conditions of purchase.

PURCHASE ORDER 00304-0000005211

Dassault Systemes India Private Ltd. 12th Floor, Building No 10C DLF Cyber City,
Phase-II Gurugram HR 122002

CIN # U72200DL2007PTC177161
PAN # AACCD7672A
Karnataka GST # 29AACCD7672A8ZI
Haryana GST # 06AACCD7672A1ZX
Maharashtra GST # 27AACCD7672A8ZM
Tamil Nadu GST # 33AACCD7672A8ZT
West Bengal GST # 19AACCD7672A8ZJ

BILL TO & SHIP TO:

Dassault Systemes India Private Limited
The Leela Galeria, Commercial Block,
7th Floor, No. 23, Airport Road,
560008 Bengaluru KA
Tel: +91.80.4306.7000

PO Date: 04-Jul-2019

VENDOR:

Gramtarang Technologies Private Ltd
B-107, KSR Pleasant Valley,
Madhavadhara, Vishakhapatnam,
AndhraPradesh
530018 Vishakhapatnam, AP
Tel:988/615-5870

ADDRESS FOR SENDING PHYSICAL INVOICE COPIES:

3DPLM Software Solutions Pvt. Ltd.
Accounts Payable Team
Plot No 15B, Pune Infotech Park, MIDC, Hinjewadi, Phase I, 411057
Pune MH India
Tel: 91.20.6793.6600

PLEASE REMEMBER:

A. For India vendors – Please send physical copies of Invoices to the address mentioned under ADDRESS FOR SENDING INVOICE PHYSICAL COPIES section. Invoices should be raised as BILL TO entity mentioned above and clearly mention the following:

- i. Your Company Name with complete address
- ii. Our PO number and PO Date
- iii. Your PAN Number
- iv. Your GST / Service Tax / VAT / CST Number / Any other statutory information – As applicable
- v. Service tax Category – As applicable
- vi. Vendor contact person, email ID and telephone number

B. For International vendors, please send the soft copy of invoices to the email ID - IN.3DPLM.AccountsPayable@3ds.com.

C. Unless otherwise stated in the Purchase order, the price shall be exclusive of taxes.

D. If acceptance is not received in Three (3) working days, it will be presumed that the PO is acceptable on the terms and conditions mentioned herein.

| Line | Description | Quantity | UOM | Unit Price | Total | Due Date |
|------|---|----------|-----|--------------|--------------|------------|
| 1-1 | Gramtarang - Project Support Resources (01st June 31st Dec 2019) | 1.00 | EA | 3,575,000.00 | 3,575,000.00 | 31/12/2019 |
| | Project Support Resources Period 01-Jul-2019 to 31-Dec-2019 Details as per SOW dt 05-Jun-2019 | | | | | |

| | |
|------------------------|----------------------------|
| Freight Terms: | Freight Charges Incl. |
| Payment Method: | ACH |
| Payment Terms: | Net invoice date + 45 days |
| Buyer: | Vivek Kandola |
| Email: | Vivek.KANDOLA@3ds.com |

| | |
|---|---------------------|
| Currency | INR |
| Total Purchase Amount (TAX not included) | 3,575,000.00 |

DASSAULT SYSTEMES (3DS) GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

Agreement. The agreement between the supplier (the "Supplier") and Dassault Systèmes, as identified in the Order, (the "Agreement") shall include these General Terms and Conditions for the Purchase of Products and/or Services (the "GTC") applicable to the supply of goods ("Products") and/or services ("Services"), the purchase order form (the "Order") to which they are attached and, if applicable, the description of the services duly signed and referenced in the Order (the "Description"). In the event of a discrepancy, inconsistency or contradiction between the GTC, the Order and the Description, the GTC shall prevail, unless specifically stated otherwise in the Order.

Order. The Order shall mean the document issued by 3DS describing the ordered Products and/or Services as well as the terms and conditions of performance thereof. 3DS shall only be bound by the Order. The Agreement shall be deemed to have been formed on the earlier of the Supplier: (i) fails to notify 3DS of any issues in writing (via the e-mail address specified on the reverse side of the Order) within 10 calendar days from the date the Order is issued; or (ii) has started to perform the Order. If the Supplier raises any issues, 3DS may issue a new Order in order to finalize the Agreement.

3DS. 3DS shall mean Dassault Systèmes India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at M-13, LGF, South Extension Part 2, New Delhi 110024 or any entity, identified in the Order, in which Dassault Systèmes S.E. holds directly or indirectly (i) more than 50% of the outstanding shares or the equity interests, or (ii) the power to appoint the directors and/or officers.

3DS' Obligations. 3DS agrees to transmit the necessary information for the supply of the Products and/or Services to the Supplier, and acknowledge receipt thereof in accordance with the terms and conditions specified in the Agreement and to pay the agreed price with respect thereto.

Supplier's Obligations. The Supplier shall execute the Order in accordance with the terms and conditions specified in the Agreement, including by complying with any deadlines and granting the necessary authorizations and licenses to use the Products and/or Services. The supplied Products and/or Services must comply with the Agreement, industry standards and any applicable laws and regulations (including any rules governing export and/or re-export), as well as the instructions transmitted by 3DS in particular if the Services are performed at 3DS sites.

Acceptance of the Products and/or Services. The parties may agree to put in place a process of acceptance of the Products and/or Services which shall be formalized in the Agreement. If 3DS raises any issues, the Supplier shall be required to correct such issues in accordance with the terms of the Agreement. In the absence of such corrections or in the event of a refusal to accept the Products and/or Services, 3DS shall be entitled to terminate the corresponding Order, without prejudice to its right to claim damages. The Supplier shall not be entitled to any compensation for such termination. Products and/or Services shall be considered accepted after two (2) months of usage.

Transfer of Title. The ownership and the risk of damage or loss shall be transferred to 3DS as from the time of acceptance of the Products and/or Services. In the event that issues have been raised by 3DS, the title and the risk of damage and loss shall only be transferred as from the time that all such issues have been resolved to the satisfaction of 3DS.

Intellectual Property. The Supplier shall assign and does hereby assign to 3DS, from the date of their acceptance, all rights, title and interest including without limitation the rights of reproduction, translation, adaptation, commercialization, representation and use of the Services, on all media and by all processes, both known or future, including magnetic, mechanical, digital, optical, electronic or analogue for the legal duration of copyright protection and for the entire world. For any standard software or Services (i.e. non-specific to 3DS) included in the Order, the Supplier shall grant to 3DS, for the requirements of its commercial activities and for the entire world, a non-exclusive license to make and install the number of copies necessary (including for backup purposes) and to use the software and/or Services in accordance with the Agreement and their documentation.

Warranties. In addition to the warranties granted by law and unless otherwise provided in the Order, the Supplier warrants that the Products and/or Services will conform with the Agreement. In particular, the Supplier provides 3DS with a warranty against any defect in design, manufacture, assembly and/or operation for a period of 12 months from the acceptance of the Products and/or Services. At 3DS request during the warranty period, the Supplier agrees, at its sole expense, to replace, modify and/or resupply any non-conforming Products and/or Services. The warranty period shall be extended for the period of time necessary for any replacement, modification and/or resupply of the Products and/or Services.

Price and Payment Procedures. Unless provided otherwise in the Order, (i) prices are set forth excluding taxes (including VAT) and shall be full and exclusive remuneration of the Supplier and shall be firm and cover all expenses (including travel and accommodation necessary for the performance of the Agreement); (ii) invoices shall be issued upon 3DS' acceptance of the Products and/or Services, shall be in accordance with applicable law and the Agreement and shall be sent within 72 hours of their date of issuance to the address indicated in the Order, accompanied by any applicable receipts; and (iii) validly issued invoices shall be paid by 3DS by wire transfer to the specified bank account within a time-limit of forty-five (45) days from a valid invoice. Payment shall not be deemed to constitute acceptance of the Products and/or Services by 3DS.

Liability and Indemnification. The Supplier shall be liable to 3DS for any failure to perform, breach, non-conforming performance and/or a delay in performance of, the Order. In addition, the Supplier agrees to indemnify 3DS and keep 3DS indemnified fully on demand against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines which are (either directly or indirectly): (i) attributable to any claims or legal proceedings brought against 3DS by any third parties with respect to actual or alleged infringement of any third party's intellectual property or other rights arising out of, or in connection with, the receipt, use or supply of the Products and/or Services; and/or (ii) suffered by 3DS, its employees, agents or any third parties in connection with any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Supplier (including any breach or failure in due or proper provision of the Products and/or Services). The Supplier agrees (i) to notify 3DS of the existence or the threat of any such legal proceedings or claims (as applicable), as soon as it becomes aware of it, (ii) to grant 3DS control over the proceedings, if 3DS so requests, (iii) to furnish 3DS with all information, items, materials, goods, documents as well as access to its premises, and (iv) not to admit liability or settle such a dispute without the prior written consent of 3DS. In the event that the Products and/or Services infringe upon the intellectual property rights of a third party, the Supplier agrees, at its expense, either (i) to obtain a license for 3DS to continue to use the Products and/or Services in question, or (ii) to modify the Products and/or Services so that they cease to infringe upon the intellectual property rights of a third party, or (iii) to replace the Products and/or Services by equivalent Products and/or Services that do not infringe the intellectual property rights of third parties.

Confidentiality. Confidential Information shall mean any and all information of 3DS (and/or of any of its subsidiaries) and/or third parties provided or disclosed by or on the behalf of 3DS to the Supplier, or which the Supplier was informed of due to the performance of the Agreement, whatever the nature and form of, and whatever the media used for, such information, including, but not limited to, the existence of the Agreement, any resources made available to the Supplier by virtue of the Order, any technical, manufacturing, financial and commercial data, any specifications or any other information and documents with respect to 3DS' business, its strategy and/or its research and development activities. The Supplier agrees, for a period of five (5) years from the date of receipt of the Confidential Information, (i) to take all necessary measures to protect the Confidential Information, (ii) not to disclose or publish such Confidential Information or provide such Confidential Information to third parties, in any form whatsoever, without the prior written consent of 3DS, (iii) to notify 3DS immediately of any loss of Confidential Information, and (iv) to use the Confidential Information only to the extent necessary for the performance of the Order. Within thirty (30) days from the date of termination or expiration of the Agreement, or at any time upon 3DS' request, the Supplier agrees to (i) return the Confidential Information to 3DS, or (ii) provide 3DS with a declaration, signed by a duly authorized representative, certifying that the Confidential Information has been destroyed. In all circumstances, the Supplier shall be prohibited from removing all (or a part of any) software (whether in the form of the source code or the object code) from the premises of 3DS (and/or its subsidiaries), without the prior written consent of 3DS.

Audit. The Supplier shall retain any and all documents relating to the Agreement in accordance with applicable accounting standards. 3DS shall be entitled to have access, at any time, to such documents and to interview Supplier's staff and any of its contracting parties to verify the accuracy of the prices and the Supplier's compliance with the Agreement, for the entire duration of the Agreement and for a period of three (3) years following its termination or expiration.

Data Privacy. All terms used under this Section shall have the meaning set forth in the European General Data Protection Regulation 2016/679 ("GDPR"). Within the performance of the Agreement, Supplier which is appointed as "Processor", shall process any Personal Data provided by 3DS ("3DS's Personal Data") for the sole purposes described in this Agreement and in accordance with all the GDPR requirements and applicable data protection law. More precisely but without being exhaustive, Processor shall (i) actively assist 3DS in order to ensure 3DS's compliance with its obligation under the GDPR, (ii) process 3DS Personal Data in accordance with 3DS's instructions, (iii) restrict the disclosure of 3DS Personal Data to those of its employees who need to process them and that have committed themselves to appropriate obligations of confidentiality no less stringent than those of the Agreement and (iv) cooperate promptly with 3DS in respect of any Data Subject's request received in connection with 3DS Personal Data Processed under the Agreement. Throughout the term of the Agreement, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement technical and organizational measures to ensure the adequate level of security to protect 3DS Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure or access, in particular where the Processing involves the transmission of data over a network, and against other unlawful forms of Processing. In case of actual or suspected Personal Data Breach, Processor undertakes to notify 3DS without any delay - but in any case not later than forty-eight (48) hours - after becoming aware of such actual or suspected Personal Data Breach. Such notification shall contain all necessary information as detailed in the GDPR allowing 3DS to comply with its notification obligation. Processor shall keep a list of the sub-Processors involved in the Processing of 3DS's Personal Data due to the Processing activities implemented on behalf of 3DS and inform 3DS of any intended changes concerning the addition or replacement of any sub-Processors, thereby giving 3DS the opportunity to object to such changes. In case of such objection, the parties will enter into discussions, and if no alternative solution is found, 3DS may terminate the Agreement. 3DS will be notified at least 30 (thirty) days in advance before authorizing any new sub-Processor to Process 3DS's Personal Data. Processor warrants that it shall not cause any transfer of 3DS Personal Data from a country that is not part of the European Union or a country recognized by the European Commission as ensuring an adequate level of protection without 3DS's prior written approval. If Processor needs to make available to or transfer 3DS Personal Data to a sub-Processor located in a country outside the European Union or a country recognized by the European Commission as ensuring an adequate level of protection, Processor shall (i) request 3DS's prior written authorization which shall not be unreasonably withheld and (ii) enter into a written agreement with sub-Processor which is not less strict than the requirements set out in the GDPR and this Section (iii) upon 3DS's request, provide 3DS with such copies of agreements with sub-Processors and onward sub-Processors (which may be redacted to remove confidential commercial information not relevant to the requirements of the Agreement); (v) before a sub-Processor or onward sub-Processor first Processes 3DS Personal Data, carry out adequate due diligence to ensure that the sub-Processor and/or onward sub-Processor is capable of providing the level of protection for 3DS Personal Data required by the Agreement. Processor will remain fully liable to 3DS for the acts, errors and omissions of any sub-Processor it appoints (and any onward sub-Processors) to Process 3DS Personal Data. Processor shall fully cooperate at all time and make available to 3DS or its representatives with all the documents relating to the security of the processed 3DS Personal Data including, in particular, the necessary technical documentation, the risk analyses produced and

a detailed list of the security measures implemented. Upon termination or expiry of the Agreement, Supplier shall (at 3DS option) promptly destroy or return to 3DS all 3DS Personal Data in its possession or control and delete all existing copies.

Insurance. Throughout the duration of the Agreement, the Supplier agrees, at its expenses, to maintain insurance coverage (with an insurance company generally recognized as solvent) to cover its liability under the Agreement, including, but not limited to, coverage for death and bodily injury and for material or immaterial damage, as well as for business or professional liability. Prior to the performance of the Agreement, the Supplier agrees to provide 3DS, upon its request, with an insurance certificate specifying, at a minimum, the policy limits and the scope of coverage, as well as proof of payment of the most recent insurance premium paid by the Supplier.

Incoterm. The parties have agreed that the performance or sale of the Products and/or Services shall be subject to the Incoterm DDP "Delivered Duty Paid".

No Partnership and Labour Law. The relationship between 3DS and the Supplier shall be that of independent contractors. No provision of the Agreement shall be deemed to have created a partnership, joint-venture or principal and agent relationship between the parties and no employee of the Supplier shall be deemed to be an employee of 3DS. The Supplier agrees (i) to comply with the applicable rules with respect to employment law and, in particular, to provide to 3DS, or to any third party designated by 3DS, all documents required to prove compliance with employment law, as specified in the Indian Labour Code and related employment laws, as of the signature of the Agreement and every six (6) months thereafter, and (ii) to ensure that its personnel comply with the health and safety instructions applicable to the premises where they are responsible for providing the Services as well as any instructions transmitted by 3DS.

Workforce Stability. The Supplier agrees to set up a stable workforce team for the performance of the Order in order to ensure a better collaboration between the parties. Should a member of the Supplier's workforce team assigned to the Services leave such team on a temporary or permanent basis, the Supplier agrees to provide 3DS with notice thereof and to replace such a member as promptly as possible. In addition, the Supplier agrees to ensure the transfer of knowledge between any person leaving the workforce team and any new person assigned to the performance of the Services so that 3DS does not suffer in any manner whatsoever from the change in personnel. In such regard, the Supplier agrees, at its expense, to provide sufficient training to the new personnel prior to assigning it to the performance of the Services.

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Assignment and Subcontracting. Any subcontracting, assignment, delegation or transfer of any rights and obligations (including, but not limited to, pursuant to a merger, acquisition, sale of assets or securities, change of directors and officers, change of control or in exchange of shares) by the Supplier under the terms of the Agreement shall require 3DS prior written consent. Any attempt to do so without such consent shall be deemed null and void. 3DS may assign, delegate, subcontract or transfer, in any other manner, its rights or obligations under the Agreement, in whole or in part, without the consent of the Supplier.

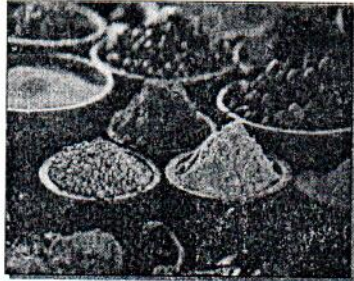
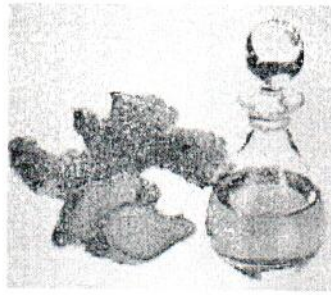
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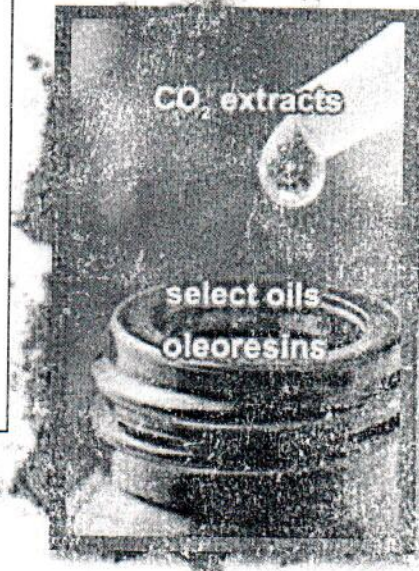
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GRAM TARANG FOODS
PRIVATE LIMITED

CIN: U15549AP2009PTC064398
FY 2019-20



B-107, KSR Green Valley,
Madhavadhara, Visakhapatnam
Andhra Pradesh

GRAM TARANG FOODS PRIVATE LIMITED
ELEVENTH ANNUAL REPORT
2019-20

BOARD OF DIRECTORS

| | | |
|--------------------|---|----------|
| Supriya Pattanayak | - | Director |
| D.N.Rao | - | Director |
| Mukti Kanta Mishra | - | Director |

REGISTERED OFFICE

D-206, KSR Green Valley,
Madhavadhara, Visakhapatnam
Andhra Pradesh.

BANKERS

Andhra Bank

AUDITORS

SPC&Associates
Chartered Accountants

CONTENTS

- A G M Notice
- Directors' Report
- Auditors' Report
- Balance Sheet and Statement of Profit & Loss
- Notes forming part of Balance Sheet and Statement of Profit & Loss

NOTICE – SHAREHOLDERS
ELEVENTH ANNUAL GENERAL MEETING

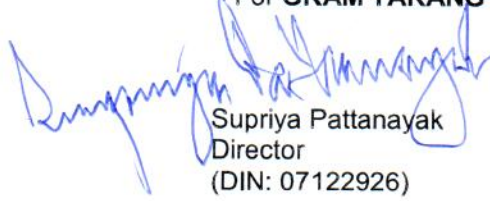
| | |
|-----------------|---|
| AGM Date | 21st December, 2020 |
| Time | 10.30 A.M. |
| Venue | Registered Office of the Company |
| | D-107, KSR Green Valley, Madhavadhara, Visakhapatnam Andhra Pradesh |


ORDINARY BUSINESS:

1. To receive, consider and adopt the accounts of the company for the year ended 31st March, 2020 and the reports of the Directors and Auditors thereon.

By Order of the Board

For **GRAM TARANG FOODS PRIVATE LIMITED**


Supriya Pattanayak
Director
(DIN: 07122926)

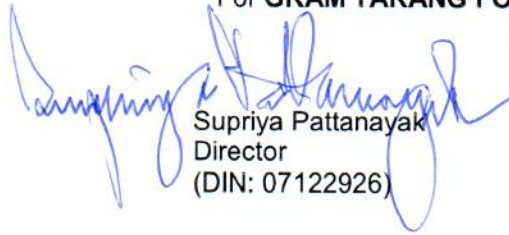

D. N. Rao
Director
(DIN: 00939956)


Place: Vishakhapatnam
Date: 25th November, 2020

NOTES:

1. In view of the continuing Covid-19 pandemic, the Registrar of Companies has, vide order No. ROCH/STA/2020-2021, dated September 8, 2020, extended the time to hold AGM for the financial year ended 31.03.2020 for a period of three months from the due date by which the AGM ought to have been held. Accordingly, your Company can conduct AGM on or before 31st December, 2020.
2. A member entitled to attend and vote at the meeting is also entitled to appoint a proxy to attend and vote instead of himself. A proxy need not be a member.
3. The proxy form duly completed and signed should be deposited at the Registered Office of the Company at least 48 hours before the commencement of the meeting.
4. Pursuant to the provisions of Section 105 of the Companies Act, 2013, a person can act as a proxy on behalf of not more than fifty (50) members and holding in aggregate not more than 10% of the total share capital of the Company carrying voting rights. A member holding more than 10% of the total share capital of the Company carrying voting rights may appoint a single person as proxy, who shall not act as a proxy for any other person or shareholder. The appointment of proxy shall be in the Form No. MGT.11 annexed herewith.
5. Members/Proxies are requested to bring their duly filled Attendance Slip along with the copy of the Annual Report to the Meeting.
6. Members are requested to notify immediately change of address, if any, to the Company's registered office quoting their Registered Folio Number.
7. In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote.
8. Members holding shares in multiple folios in identical names or joint accounts in the same order of names are requested to consolidate their shareholdings into one folio.

By Order of the Board
For **GRAM TARANG FOODS PRIVATE LIMITED**


Supriya Pattanayak
Director
(DIN: 07122926)


D. N. Rao
Director
(DIN: 00939956)

Place: Vishakhapatnam
Date: 25th November, 2020

DIRECTORS' REPORT

To

**The Members,
Gram Tarang Foods Private Limited**

Your directors have pleasure in presenting their Eleventh Annual Report on the business and operations of the company together with the Audited Statement of Accounts for the year ended 31st March, 2020.

1. Financial Highlights

During the year under review, performance of the company is as under:

(Amount in Rs)

| Particulars | Year ended 31st March, 2020 | Year ended 31st March, 2019 |
|--|--------------------------------|--------------------------------|
| Total Income | 1,66,50,821 | 1,62,30,810 |
| Profit/(Loss) before taxation | 1,84,670 | 16,56,142 |
| Less : Tax Expense | | |
| Current Tax : | 28,808 | 98,426 |
| Deferred Tax(Asset)/Liability : | (49,345) | (86,422) |
| Profit/(Loss) after tax | 2,05,207 | 16,44,139 |
| Add : Balance B/F from the previous year | (1,31,05,172) | (1,47,49,311) |
| Balance Profit / (Loss) C/F to the next year | (1,28,99,966) | (1,31,05,172) |

2. State of Company's Affairs and Future Outlook

The Company deals in the business of manufacturing and processing of food products.

3. Change in nature of business, if any

There is no change in the nature of business of the company.

4. Dividend

The directors of the company have not recommended any dividend for the year ended 31st March, 2020.

5. Amounts Transferred to Reserves

There are no transfers made to the reserves during the year.

6. Changes in Share Capital, if any

There is no change in share capital during the year.

Disclosure regarding Issue of Equity Shares with Differential Rights

Not Applicable.

Disclosure regarding issue of Employee Stock Options

Not Applicable.

Disclosure regarding issue of Sweat Equity Shares

Not Applicable.

7. Extract of Annual Return

The extract of Annual Return, in format MGT-9, for the Financial Year 2019-20 has been enclosed with this report.

8. Directors and Key Managerial Personnel:

The Board of Directors consists of Mr. Shashikant Tewary, Managing Director & Mr. Vasudeva Venkata Laxmi Narsimha Rao Dechiraju, Director.

On 29th October, 2020, Mr. Shashikant Tewary has been resigned as Managing Director and Mr. Mukti Kanta Mishra and Mrs. Supriya Pattanayak have been appointed as Directors of the Company with effect from 29th October, 2020.

Both the directors have attended all board meetings held during the year.

Your Company is not required to appoint Key Managerial Personnel or Independent Directors since your Company does not fall under the category of class of companies which have to appoint Key Managerial Personnel or Independent Directors.

9. Declaration of Independent Directors

The provisions of Section 149 pertaining to the appointment of Independent Directors do not apply to our Company.

10. Number of Board Meetings

During the current financial year (2019-20) 7 (Seven) Board Meetings were convened and held. The intervening gap between the Meetings was in compliance with the Companies Act, 2013. The Details of such Board Meetings are hereunder:

| Sl.No. | Date of Board meeting | Board strength | No. of directors' present |
|--------|---------------------------------|----------------|---------------------------|
| 1. | 10 th June, 2019 | 2 | 2 |
| 2. | 27 th June, 2019 | 2 | 2 |
| 3. | 4 th September 2019 | 2 | 2 |
| 4. | 11 th October, 2019 | 2 | 2 |
| 5. | 25 th November, 2019 | 2 | 2 |
| 6. | 4 th December, 2019 | 2 | 2 |
| 7. | 20 th February, 2020 | 2 | 2 |

11. Disclosure of Composition of Audit Committee

The provisions of Section 177 of the Companies Act, 2013 read with Rule 6 and 7 of the Companies (Meetings of the Board and its Powers) Rules, 2013 are not applicable to the Company.

12. Company's Policy Relating to Directors Appointment, Payment of Remuneration and Discharge of Their Duties

The provisions of Section 178(1) relating to constitution of Nomination and Remuneration Committee are not applicable to the Company and hence the Company has not devised any policy relating to appointment of Directors, payment of Managerial remuneration, Directors qualifications, positive attributes, independence of Directors and other related matters as provided under Section 178(3) of the Companies Act, 2013.

13. Particulars of Employees:

The information required under Section 197(12) of the Companies Act 2013 read with Rule 5 of the Companies (Appointment and Remuneration of Managerial Personnel) Rules 2014 is not applicable.

14. Internal Financial Controls and Their Adequacy

The Board of your Company has laid down internal financial controls to be followed by the Company and that such internal financial controls are adequate and operating effectively. Your Company has adopted policies and procedures for ensuring the orderly and efficient conduct of its business, including adherence to the Company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial disclosures.

15. Deposits

The Company has neither accepted nor renewed any deposits within the meaning of Section 73 of the Companies Act 2013 during the year under review. As such no amount of principal or interest was outstanding on the date of the Balance Sheet.

Disclosure pertaining to deposits is furnished below:

| Sl. No. | Particulars | Amount in Rs. |
|---------|--|---------------|
| 1. | Details of deposits accepted during the year | Nil |
| 2. | Deposits remaining unpaid or unclaimed as at the end of the year | Nil |
| 3. | Whether there has been any default in repayment of deposits or payment of interest thereon during the year and if so, the number of such cases and the total amount involved | Nil |
| 4. | at the beginning of the year | Nil |
| 5. | maximum during the year (i.e. highest number of cases pending repayment of deposits or interest during the year and maximum amount that was due) | Nil |
| 6. | at the end of the year | Nil |
| 7. | Details of deposits which are not in compliance with the requirements of the Act | Nil |
| 8. | Details of National Company Law Tribunal (NCLT)/National Company Law Appellate Tribunal (NCLAT) orders with respect to depositors for extension of time for repayment, penalty imposed, if any | Nil |
| 9. | In case of a private company, details of amount received from a person who at the time of the receipt of the amount was a Director of the company or relative of the Director of the company | 45,45,231 |

The details of unsecured loans obtained from the shareholders of the Company are furnished below:

| Sl. No | Particulars | No. |
|--------|--|-----|
| 1. | Total Number of Deposit holder as on 1st April, 2019 | Nil |
| 2. | Total Number of Deposit holder at the end of the Financial Year i.e., 31 st March, 2020 | 1 |

| Sl. No | Particulars | Amount in Rs. |
|--------|---|---------------|
| 1. | Amount of existing deposits as on 1 st April, 2019 | Nil |
| 2. | Amount of deposits renewed during the year 2019-20 | Nil |
| 3. | Amount of deposits accepted during the year 2019-20 | Nil |
| 4. | (i) Secured Deposit | Nil |
| 5. | (ii) Unsecured Deposit | 20,50,000 |
| 6. | Amount of deposits repaid during the year 2019-20 | Nil |
| 7. | Balance of deposits outstanding at the end of the year i.e., 31 st March, 2020 | 20,50,000 |

16. Particulars of Loan, Guarantees and Investments under Section 186

The Company does not have any loans, guarantees and investments covered under section 186 of the Companies Act, 2013.

17. Particulars of Contracts or Arrangements with Related Parties

The Company has not entered into any transaction with a related party, as referred to under Sec 188(1) of The Companies Act, 2013, during the FY 2019-20

18. Details of Policy Developed and Implemented by the Company on its corporate Social Responsibility Initiatives

The provisions U/s 135 of the Companies Act 2013 read with the Companies (Corporate Social Responsibilities) Rules 2014 are not applicable to the company

19. Explanation to Auditor's Remarks

The Auditors' Report to the Members does not contain any qualifications, reservations or adverse remarks.

20. Material Changes Affecting the Financial Position of the Company

There are no material changes and commitments, affecting the financial position of the Company between the end of the financial year and the date of this report.

21. Conservation of Energy, Technology, Absorption, Foreign Exchange Earnings and Outgo

| | | |
|----|---|--------|
| a) | Conservation of Energy | : N.A. |
| b) | Technology Absorption | |
| | A) Research and Development (R&D) | : Nil |
| | B) Technology Absorption and Innovation | : Nil |
| c) | Foreign Exchange Earnings and Out go | |
| | Earnings | : Nil |
| | Out go | : Nil |

22. Details of Subsidiary, Joint Venture or Associates

During the year, no companies have become or ceased to be its subsidiaries, joint ventures or associate companies

23. Risk Management Policy

The board has not identified any such risk which may threaten the existence of the company.

24. Details of significant & material orders passed by the regulators or courts or tribunal

There are no such orders passed during the current financial years.

25. Voluntary Revision of Financial Statements or Board's Report

No voluntary revision of Financial Statements or Board's Report in respect of any of the 3 preceding financial years has been made.

26. Re-appointment of Independent Auditor

Pursuant to Section 139 and other applicable provisions, if any, of the Companies Act, 2013, SPC&Associates, Chartered Accountants, are proposed to be ratified as the Statutory Auditors in the ensuing Annual General Meeting.

27. Disclosures under Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013

There are no such cases filed during the Financial Year.

28. Fraud Reporting (Required by Companies Amendment Bill, 2014)

The board has not identified any frauds.

29. Statutory Auditors

As per the Annual General Meeting held on 28th September, 2019, SPC & Associates, hereby appointed as Statutory Auditor, will hold office from 1st April, 2019 to 31st March, 2024.

30. Compliance with Secretarial Standards of ICSI

Your Company is in compliance with the Secretarial Standards on Meetings of the Board of Directors (SS-1) and General Meetings (SS-2) which came into effect from 1 July 2015.

31. Corporate Insolvency Resolution Process Initiated Under the Insolvency and Bankruptcy Code, 2016 (IBC)

Since there is no corporate insolvency resolution process or initiations are pending against the company under the Insolvency and Bankruptcy Code, 2016, disclosures relating to the same are not applicable to your company.

32. Disclosure of maintenance of Cost Records under Section 148 of the Companies Act:

Maintenance of cost records in compliance with the sub-section (1) of Section 148 of the Companies Act, 2013 is not applicable to the company.

33. Directors Responsibility Statement

In accordance with the provisions of Section 134(5) of the Companies Act 2013, your directors confirm that:

a) in the preparation of the annual accounts for the financial year ended 31st March, 2020, the applicable accounting standards had been followed along with proper explanation relating to material departures;

b) the directors had selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company as at 31st March, 2020 and of the profit of the Company for that period;

c) the directors had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of the Companies Act 2013 for safeguarding the assets of the company and for preventing and detecting fraud and other irregularities;

d) the directors had prepared the annual accounts on a going concern basis;


e) the directors had devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

34. Acknowledgment

The Directors express their sincere appreciation to the valued shareholders, bankers and clients for their support.

By Order of the Board
For **GRAM TARANG FOODS PRIVATE LIMITED**

Place: Vishakhapatnam
Date: 25th November, 2020


Supriya Pattanayak
Director
(DIN: 07122926)


D. N. Rao
Director
(DIN: 00939956)

Form No. AOC-2

(Pursuant to clause (b) of sub-section (3) of section 134 of the Act and Rule 8(2) of the Companies (Accounts) Rules, 2014)

Form for disclosure of particulars of contracts/arrangements entered into by the company with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 including certain arm's length transactions under third proviso thereto.

1. Details of contracts or arrangements or transactions not at arm's length basis

| | |
|---|----------------|
| (a) Name(s) of the related party and nature of relationship | Not Applicable |
| (b) Nature of contracts/ arrangements/ transactions | |
| (c) Duration of the contracts / arrangements/transactions | |
| (d) Salient terms of the contracts or arrangements or transactions including the value, if any | |
| (e) Justification for entering into such contracts or arrangements or transactions | |
| (f) Date(s) of approval by the Board | |
| (g) Amount paid as advances, if any: | |
| (h) Date on which the special resolution was passed in general meeting as required under first proviso to section 188 | |

2. Details of material contracts or arrangement or transactions at arm's length basis

| | |
|--|----------------|
| (a) Name(s) of the related party and nature of relationship | Not Applicable |
| (b) Nature of contracts/ arrangements/ transactions | |
| (c) Duration of the contracts / arrangements/transactions | |
| (d) Salient terms of the contracts or arrangements or transactions including the value, if any | |
| (e) Date(s) of approval by the Board | |
| (f) Amount paid as advances, if any: | |

**FORM NO. MGT 9
EXTRACT OF ANNUAL RETURN**

As on financial year ended on 31.03.2020

[Pursuant to Section 92 (3) of the Companies Act, 2013 and rule 12(1) of the Company (Management & Administration) Rules, 2014.]

I. REGISTRATION & OTHER DETAILS:

| | | |
|----|--|---|
| 1. | CIN | U15549AP2009PTC064398 |
| 2. | Registration Date | 16/07/2009 |
| 3. | Name of the Company | GRAM TARANG FOODS PRIVATE LIMITED |
| 4. | Category/Sub-category of the Company | Company limited by shares/A Non-Government |
| 5. | Address of the Registered office & contact details | B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam, Andhra Pradesh-530018. |
| 6. | Whether listed company | No |
| 7. | Name, Address & contact details of the Registrar & Transfer Agent, if any. | ROC-Vijaywada. |

II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY (All the business activities contributing 10 % or more of the total turnover of the company shall be stated)

| S. No. | Name and Description of main products / services | NIC Code of the Product/service | % to total turnover of the company |
|--------|--|---------------------------------|------------------------------------|
| 1 | Food Products | 1040 | 100% |

III. PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES-

| Sino | Name and Address of the Company | CIN/GLN | Holding/ Subsidiary/ Associate | % of shares held | Applicable Section |
|------|---------------------------------|---------|--------------------------------|------------------|--------------------|
| NIL | | | | | |

IV. SHARE HOLDING PATTERN
(Equity Share Capital Breakup as percentage of Total Equity)

| Category of Shareholders | No. of Shares held at the end of the year[As on 31-March-2020] | | | No. of Shares held at the end of the year[As on 31-March-2019] | | | % Change during the year |
|--------------------------|--|----------|-------------------|--|----------|-------------------|--------------------------|
| | Physical | Total | % of Total Shares | Physical | Total | % of Total Shares | |
| A. Promoters | | | | | | | |
| (1) Indian | | | | | | | |
| a) Individual/ HUF | 5,00,000 | 5,00,000 | 95.24% | 5,00,000 | 5,00,000 | 95.24% | - |
| b) Central Govt | - | - | - | - | - | - | - |
| c) State Govt(s) | - | - | - | - | - | - | - |

| | | | | | | | |
|--|-----------------|-----------------|----------------|-----------------|-----------------|----------------|----------|
| d) Bodies Corp. | - | - | - | - | - | - | - |
| e) Banks / FI | - | - | - | - | - | - | - |
| f) Any other | - | - | - | - | - | - | - |
| Total shareholding of Promoter (A) | 5,00,000 | 5,00,000 | 95.24% | 5,00,000 | 5,00,000 | 95.24% | - |
| B. Public Shareholding | | | | | | | |
| 1. Institutions | | | | | | | |
| a) Mutual Funds | | | | | | | |
| b) Banks / FI | | | | | | | |
| c) Central Govt | | | | | | | |
| d) State Govt(s) | | | | | | | |
| e) Venture Capital Funds | | | | | | | |
| f) Insurance Companies | | | | | | | |
| g) FIIs | | | | | | | |
| h) Foreign Venture Capital Funds | | | | | | | |
| i) Others (specify) | | | | | | | |
| Sub-total (B)(1):- | | | | | | | |
| 2. Non-Institutions | | | | | | | |
| a) Bodies Corp. | | | | | | | |
| i) Indian | | | | | | | |
| ii) Overseas | | | | | | | |
| b) Individuals | | | | | | | |
| i) Individual shareholders holding nominal share capital up to Rs. 1 lakh | 25,000 | 25,000 | 4.76% | 25,000 | 25,000 | 4.76% | - |
| ii) Individual shareholders holding nominal share capital in excess of Rs 1 lakh | | | | | | | |
| c) Others (specify) | | | | | | | |
| Overseas Corporate Bodies | | | | | | | |
| Sub-total (B)(2):- | 25,000 | 25,000 | 4.76% | 25,000 | 25,000 | 4.76% | - |
| Total Public Shareholding (B)=(B)(1)+ (B)(2) | 25,000 | 25,000 | 4.76% | 25,000 | 25,000 | 4.76% | - |
| C. Shares held by Custodian for GDRs & ADRs | | | | | | | |
| Grand Total (A+B+C) | 5,25,000 | 5,25,000 | 100.00% | 5,25,000 | 5,25,000 | 100.00% | - |

B) Shareholding of Promoter-

| SN | Shareholder's Name | Shareholding at the beginning of the year | | | Shareholding at the end of the year | | | % change in shareholding during the year |
|----|---------------------|---|----------------------------------|---|-------------------------------------|----------------------------------|---|--|
| | | No. of Shares | % of total Shares of the company | %of Shares Pledged / encumbered to total shares | No. of Shares | % of total Shares of the company | %of Shares Pledged / encumbered to total shares | |
| 1 | Mukti Kantha Mishra | 118334 | 22.54% | - | 118334 | 22.54% | - | - |
| 2 | Shashikanth Tewary | 163333 | 31.11% | - | 163333 | 31.11% | - | - |
| 3 | Supriya Patanaik | 50000 | 9.52% | - | 50000 | 9.52% | - | - |
| 4 | DN Rao | 168333 | 32.07 % | - | 168333 | 32.07 % | - | - |

C) Change in Promoters' Shareholding (please specify, if there is no change)

| SNO | Particulars | Date | Reason | Shareholding at the beginning of the year | | Cumulative Shareholding during the year | |
|-----|------------------------------|-----------|--------|---|-------------------|---|-------------------|
| | | | | No. of shares | % of total shares | No. of shares | % of total shares |
| 1 | Mukti Kantha Mishra | | | | | | |
| | At the beginning of the year | | | 1,18,334 | 22.54% | 1,18,334 | 22.54% |
| | Changes during the year | No Change | | - | 0.00% | | |
| | At the end of the year | | | 1,18,334 | 22.54% | 1,18,334 | 22.54% |

| SNO | Particulars | Date | Reason | Shareholding at the beginning of the year | | Cumulative Shareholding during the year | |
|-----|------------------------------|-----------|--------|---|-------------------|---|-------------------|
| | | | | No. of shares | % of total shares | No. of shares | % of total shares |
| 2 | Shashikanth Tewary | | | | | | |
| | At the beginning of the year | | | 1,63,333 | 31.11% | 1,63,333 | 31.11% |
| | Changes during the year | No Change | | - | 0.00% | | |
| | At the end of the year | | | 1,63,333 | 31.11% | 1,63,333 | 31.11% |

| SNO | Particulars | Date | Reason | Shareholding at the beginning of the year | | Cumulative Shareholding during the year | |
|-----|------------------------------|-----------|--------|---|-------------------|---|-------------------|
| | | | | No. of shares | % of total shares | No. of shares | % of total shares |
| 3 | Supriya Pattanayak | | | | | | |
| | At the beginning of the year | | | 50,000 | 9.52% | 50,000 | 9.52% |
| | Changes during the year | No Change | | - | 0.00% | | |
| | At the end of the year | | | 50,000 | 9.52% | 50,000 | 9.52% |

| SNO | Particulars | Date | Reason | Shareholding at the beginning of the year | | Cumulative Shareholding during the year | |
|-----|------------------------------|-----------|--------|---|-------------------|---|-------------------|
| | | | | No. of shares | % of total shares | No. of shares | % of total shares |
| 4 | D.N. Rao | | | | | | |
| | At the beginning of the year | | | 1,68,333 | 32.06% | 1,68,333 | 32.06% |
| | Changes during the year | No Change | | - | 0.00% | | |
| | At the end of the year | | | 1,68,333 | 32.06% | 1,68,333 | 32.06% |

D) Shareholding Pattern of top ten Shareholders:

(Other than Directors, Promoters and Holders of GDRs and ADRs):

| SNO | For each of the Top 10 shareholders | Date | Reason | Shareholding at the beginning of the year | | Cumulative Shareholding during the year | |
|-----|-------------------------------------|-----------|--------|---|-------------------|---|-------------------|
| | | | | No. of shares | % of total shares | No. of shares | % of total shares |
| 1 | Durga Madhab Baliarsingh | | | | | | |
| | At the beginning of the year | | | 25,000 | 4.76% | 25,000 | 4.76% |
| | Changes during the year | No Change | | | | | |
| | At the end of the year | | | 25,000 | 4.76% | 25,000 | 4.76% |

E) Shareholding of Directors and Key Managerial Personnel:

| SNO | Shareholding of each Directors and each Key Managerial Personnel | Date | Reason | Shareholding at the beginning of the year | | Cumulative Shareholding during the year | |
|-----|--|-----------|--------|---|-------------------|---|-------------------|
| | | | | No. of shares | % of total shares | No. of shares | % of total shares |
| 1 | Shashikanth Tewary | | | | | | |
| | At the beginning of the year | | | 1,63,333 | 31.11% | 1,63,333 | 31.11% |
| | Changes during the year | No Change | | | | | |
| | At the end of the year | | | 1,63,333 | 31.11% | 1,63,333 | 31.11% |
| 2 | D.N. Rao | | | | | | |
| | At the beginning of the year | | | 1,68,333 | 32.06% | 1,68,333 | 32.06% |
| | Changes during the year | No Change | | | | | |
| | At the end of the year | | | 1,68,333 | 32.06% | 1,68,333 | 32.06% |

V) **INDEBTEDNESS** -Indebtedness of the Company including interest outstanding/accrued but not due for payment.

| Particulars | Secured Loans excluding deposits | Unsecured Loans | Deposits | Total Indebtedness |
|--|----------------------------------|--------------------|----------|--------------------|
| Indebtedness at the beginning of the financial year | | | | |
| i) Principal Amount | - | 1,78,57,794 | | 1,78,57,794 |
| ii) Interest due but not paid | - | - | - | - |
| iii) Interest accrued but not due | - | - | - | - |
| Total (i+ii+iii) | - | 1,78,57,794 | | 1,78,57,794 |
| Change in Indebtedness during the financial year | | | | |
| * Addition | - | 34,92,133 | - | 34,92,133 |
| * Reduction | - | - | - | - |
| Net Change | - | 34,92,133 | - | 34,92,133 |
| Indebtedness at the end of the financial year | | | | |
| i) Principal Amount | - | 2,13,49,927 | - | 2,13,49,927 |
| ii) Interest due but not paid | - | - | - | - |
| iii) Interest accrued but not due | - | - | - | - |
| Total (i+ii+iii) | - | 2,13,49,927 | - | 2,13,49,927 |

VI. REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL-

A. Remuneration to Managing Director, Whole-time Directors and/or Manager:

| SN. | Particulars of Remuneration | Name of MD/WTD/ Manager | | Total |
|-----|---|-------------------------|--|-------|
| | | | | |
| 1 | Gross salary | Not Applicable | | |
| | (a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961 | | | |
| | (b) Value of perquisites u/s 17(2) Income-tax Act, 1961 | | | |
| | (c) Profits in lieu of salary under section 17(3) Income- tax Act, 1961 | | | |
| 2 | Stock Option | | | |
| 3 | Sweat Equity | | | |
| 4 | Commission - as % of profit - others, specify... | | | |
| 5 | Others, please specify(TDS) | | | |
| | Total (A) | | | |
| | Ceiling as per the Act | | | |

B. Remuneration to other directors

| SN. | Particulars of Remuneration | Name of Directors | Total Amount |
|-----|--|-------------------|--------------|
| 1 | Independent Directors | NIL | |
| | Fee for attending board committee meetings | | |
| | Commission | | |
| | Others, please specify | | |
| | Total (1) | | |
| 2 | Other Non-Executive Directors | | |
| | Fee for attending board committee meetings | | |
| | Commission | | |
| | Others, please specify | | |
| | Total (2) | | |
| | Total (B)=(1+2) | | |
| | Total Managerial Remuneration | | |
| | Overall Ceiling as per the Act | | |


C. REMUNERATION TO KEY MANAGERIAL PERSONNEL OTHER THAN MD/MANAGER/WTD

| SN | Particulars of Remuneration | Key Managerial Personnel | | | |
|----|---|--------------------------|----|-----|-------|
| | | CEO | CS | CFO | Total |
| 1 | Gross salary | NIL | | | |
| | (a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961 | | | | |
| | (b) Value of perquisites u/s 17(2) Income-tax Act, 1961 | | | | |
| | (c) Profits in lieu of salary under section 17(3) Income-tax Act, 1961 | | | | |
| 2 | Stock Option | | | | |
| 3 | Sweat Equity | | | | |
| 4 | Commission | | | | |
| | - as % of profit | | | | |
| | Others, specify... | | | | |
| 5 | Others, please specify | | | | |
| | Total | | | | |

VII. PENALTIES / PUNISHMENT / COMPOUNDING OF OFFENCES:

| Type | Section of the Companies Act | Brief Description | Details of Penalty / Punishment / Compounding fees imposed | Authority [RD / NCLT / COURT] | Appeal made, if any (give Details) |
|-------------------------------------|------------------------------|-------------------|--|-------------------------------|------------------------------------|
| A. COMPANY | | | | | |
| Penalty | | | NIL | | |
| Punishment | | | | | |
| Compounding | | | | | |
| B. DIRECTORS | | | | | |
| Penalty | | | NIL | | |
| Punishment | | | | | |
| Compounding | | | | | |
| C. OTHER OFFICERS IN DEFAULT | | | | | |
| Penalty | | | NIL | | |
| Punishment | | | | | |
| Compounding | | | | | |

For GRAM TARANG FOODS PRIVATE LIMITED


Supriya Pattanayak
 Director (DIN: 07122926)


D.N.Rao
 Director(DIN: 00939956)

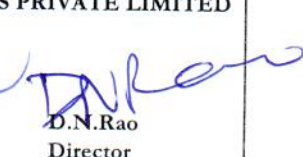
GRAM TARANG FOODS PRIVATE LIMITED

CIN: (U15549AP2009PTC064398)

Balance sheet as at March 31, 2020

| Particulars | Notes | (Amount in Rs.) | |
|---|-------|-------------------|-------------------|
| | | 31-Mar-20 | 31-Mar-19 |
| I. EQUITY AND LIABILITIES | | | |
| (1) Shareholder's Funds | | | |
| (a) Share Capital | 1 | 5,250,000 | 5,250,000 |
| (b) Reserves & Surplus | 2 | (10,649,966) | (10,855,172) |
| (2) Non-Current Liabilities | | | |
| (a) Long Term Borrowings | 3 | 21,349,927 | 17,857,794 |
| (3) Current Liabilities | | | |
| (a) Short Term Borrowings | 4 | 3,979,996 | - |
| (b) Trade Payables | 5 | 1,841,853 | 4,154,316 |
| (c) Other current liabilities | 6 | 11,015,709 | 13,432,285 |
| (d) Short Term Provisions | 7 | 49,558 | 119,176 |
| Total | | 32,837,078 | 29,958,398 |
| II. ASSETS | | | |
| (1) Non-current assets | | | |
| (a) Property, Plant and Equipment | | | |
| (i) Tangible assets | 8 | 13,373,630 | 15,797,808 |
| (ii) Intangible Assets | | 285,782 | 395,878 |
| | | 13,659,412 | 16,193,687 |
| (b) Deferred tax assets (net) | 9 | 280,261 | 230,916 |
| (c) Long term loans and advances | 10 | 922,166 | 922,166 |
| (2) Current assets | | | |
| (a) Inventories | | 11,096,697 | 6,129,620 |
| (b) Trade receivables | 12 | 4,039,048 | 4,567,488 |
| (c) Cash and cash equivalents | 13 | 2,105,614 | 1,380,850 |
| (d) Short term Loans and Advances | 14 | 733,879 | 533,671 |
| Total | | 32,837,078 | 29,958,397 |
| Significant Accounting Policies and Other Notes forming part of Financial Statement | 24-26 | | |

As Per our report of even date.

For SPC & Associates
Chartered Accountants.
FRN: 005685SCA Shravan Kumar Reddy
Partner
MRN: 240014
UDIN: 21240014AAAAAB6237For and on behalf of the Board of Directors
GRAM TARANG FOODS PRIVATE LIMITED
Supriya Pattanayak
Director
DIN: 07122926
D.N.Rao
Director
DIN: 00939956Place: Vishakhapatnam
Date: 25-11-2020

GRAM TARANG FOODS PRIVATE LIMITED

CIN: (U15549AP2009PTC064398)

Statement of Profit and Loss Account for the FY 2019-20

| Particulars | Notes | (Amount in Rs.) | |
|---|------------|-------------------|-------------------|
| | | 31-Mar-20 | 31-Mar-19 |
| I. Revenue from operations | 15 | 15,053,355 | 13,425,144 |
| II. Other Income | 16 | 1,597,466 | 2,805,666 |
| III. Total Revenue (I + II) | | 16,650,821 | 16,230,810 |
| <u>IV. Expenses:</u> | | | |
| Cost of materials consumed | 17 | 6,461,708 | 7,678,953 |
| Changes in inventories of finished goods, work-in-progress and Stock-in-Trade | 18 | (912,158) | (1,736,114) |
| Employee Benefit expense | 19 | 2,619,811 | 1,521,421 |
| Financial Costs | 20 | 16,839 | 494,544 |
| Depreciation and Amortization expense | 21 | 2,628,784 | 3,179,758 |
| Other expenses | 22 | 5,651,167 | 3,436,106 |
| Total Expenses | | 16,466,151 | 14,574,668 |
| V. Profit before exceptional and extraordinary items and tax | (III - IV) | 184,670 | 1,656,142 |
| VI. Exceptional Items | | - | - |
| VII. Profit before Prior Period items and tax (V - VI) | | 184,670 | 1,656,142 |
| VIII. Prior Period Expenses | | - | - |
| IX. Profit before tax (VII - VIII) | | 184,670 | 1,656,142 |
| X. Tax expense: | | | |
| (1) Current tax | | 28,808 | 98,426 |
| (2) Deferred tax | | (49,345) | (86,422) |
| (3) MAT Credit | | - | - |
| | | (20,537) | 12,004 |
| XI. Profit(Loss) from the period from continuing operations | (IX-X) | 205,207 | 1,644,139 |
| XII. Profit/(Loss) from discontinuing operations | | | |
| XIII. Tax expense of discounting operations | | | |
| XIV. Profit/(Loss) from Discontinuing operations (after tax) (XII - XIII) | | | |
| XV. Profit/(Loss) for the period (XI + XIV) | | 205,207 | 1,644,139 |
| XVI. Earning per equity share: | | | |
| (1) Basic | 23 | 0 | 3.13 |
| (2) Diluted | | 0 | 3.13 |
| Significant Accounting Policies and Other Notes forming part of Financial Statement | 24-26 | | |

As Per our report of even date.

For SPC & Associates
Chartered Accountants.
FRN: 005685S

CA Shrvan Kumar Reddy
Partner
MRN: 240014
UDIN: 21240014AAAAAB6237

Place: Vishakhapatnam
Date: 25-11-2020

For and on behalf of the Board of Directors
GRAM TARANG FOODS PRIVATE LIMITED


Supriya Pattanayak
Director
DIN: 07122926


D.N. Rao
Director
DIN: 00939956

Notes Forming Part of the Financial Statements

Note: 1 Share Capital

| a) Authorized, Issued and Paid up Capital | | (Amount in Rs.) | |
|---|---|------------------|------------------|
| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
| 1 | AUTHORIZED CAPITAL (10,00,000 Equity shares of Rs.10/- Each) | 1,000,000 | 1,000,000 |
| | | 1,000,000 | 1,000,000 |
| 2 | ISSUED, SUBSCRIBED & PAID UP CAPITAL (5,25,000 Equity shares of Rs.10/- Each) | 5,250,000 | 5,250,000 |
| | Total | 5,250,000 | 5,250,000 |

b) Reconciliation of the number of shares and amount outstanding at the beginning and at the end of the period:

| Equity Shares | | | | | |
|---------------|---|-------------------|---------------------|----------------|------------------|
| S No | Particulars | 31-Mar-20 | | 31-Mar-19 | |
| | | No. of Shares | Amount in Rs. | No. of Shares | Amount in Rs. |
| 1 | Opening Balance | 525,000 | 5,250,000 | 525,000 | 5,250,000 |
| 2 | Add: Issued during the Year | - | - | - | - |
| 3 | Less: Share bought back during the Year | - | - | - | - |
| 4 | Closing Balance | 525,000.00 | 5,250,000.00 | 525,000 | 5,250,000 |

c) The rights, preferences and restrictions attaching to each class of shares including restrictions on the distribution of dividends and the repayment of capital;

The company has one class of equity shares having a par value of Rs.10/share. Each shareholder is eligible for one vote per share held. The dividend, if any, proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting. In the event of liquidation, the equity shareholders are eligible to receive the remaining assets of the Company after distribution of all preferential amounts, in proportion to their

d) Details of Shares held by each shareholder holding more than 5% shares

| S No | Name of the Share Holder | Class of Share | As at 31 st March 2020 | | As at 31 st March 2019 | |
|------|--------------------------|-----------------------------|-----------------------------------|-----------------------|-----------------------------------|-----------------------|
| | | | No. of Shares | Percentage of Holding | No. of Shares | Percentage of Holding |
| 1 | Mukti Kanta Mishra | Equity Shares fully paid up | 118,334 | 22.54% | 118,334 | 22.54% |
| 2 | DN Rao | Equity Shares fully paid up | 168,333 | 32.07% | 168,333 | 32.07% |
| 3 | Shashikanth Tewary | Equity Shares fully paid up | 163,333 | 31.11% | 163,333 | 31.11% |
| 4 | Supriya Patanaik | Equity Shares fully paid up | 50,000 | 9.52% | 50,000 | 9.52% |

Notes Forming Part of the Financial Statements

Note : 2 Reserves and surplus

Amount in Rs.

| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-----------|----------------------------------|---------------------|---------------------|
| I | Securities Premium | | |
| 1 | Premium on issue of shares | 2,250,000 | 2,250,000 |
| | Total (A) | 2,250,000 | 2,250,000 |
| II | Surplus | | |
| 1 | Opening Balance | (13,105,172) | (14,749,311) |
| 2 | Add: Profit /(Loss) for the year | 205,207 | 1,644,139 |
| 3 | Less: Depreciation written off | - | - |
| | | (12,899,966) | (13,105,172) |
| | Total | (10,649,966) | (10,855,172) |

Note : 3 Long Term Borrowings

Amount in Rs.

| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
|----------|------------------------------------|-------------------|-------------------|
| 1 | Unsecured Loans | | |
| | Loans from Directors and relatives | 9,595,231 | 6,103,098 |
| 2 | Inter-Corporate Loans | 10,254,696 | 10,254,696 |
| 3 | GTIDS | 1,500,000 | 1,500,000 |
| | Total | 21,349,927 | 17,857,794 |

Note : 4 Short Term Borrowings

Amount in Rs.

| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
|----------|-----------------------|------------------|-----------|
| 1 | Bank Overdraft | | |
| | OBC Bank CC A/C | 3,979,996 | |
| | Total | 3,979,996 | - |

Note : 5 Trade Payables

Amount in Rs.

| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
|----------|-------------------------|------------------|------------------|
| 1 | Sundry Creditors | 1,841,853 | 4,154,316 |
| | Total | 1,841,853 | 4,154,316 |

Note : 6 Other Current Liabilities

Amount in Rs.

| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
|----------|-----------------------------|-------------------|-------------------|
| 1 | GST Payable | 4,492 | 209,214 |
| 2 | TDS Payable | 1,386 | 8,486 |
| 3 | Advances | 2,475,050 | 2,475,050 |
| 4 | Rent Received in Advance | 6,488,426 | 7,794,092 |
| 5 | Advance from Customers | - | 2,800,400 |
| 6 | Salary Payable | 1,388,890 | 101,780 |
| 7 | Other Payables | 656,404 | - |
| 8 | Telephone Charges Payable | 1,060 | 2,165 |
| 9 | Electricity charges payable | - | 41,098 |
| | Total | 11,015,709 | 13,432,285 |

Note : 7 Short Term Provisions

Amount in Rs.

| S No | Particulars | 31-Mar-20 | 31-Mar-19 |
|----------|---------------------------------|---------------|----------------|
| 1 | Provision for Income Tax | 28,808 | 98,426 |
| 2 | Provision for Audit Fee | 18,250 | 18,250 |
| 3 | Professional Tax Payable | 2,500 | 2,500 |
| | Total | 49,558 | 119,176 |

Notes Forming Part of the Financial Statements

8 Property Plant Equipment

(All Figures in Rs.)

| S. No | Description | Gross Block | | | Depreciation | | | Net Block | | | |
|-----------|--------------------------|--------------------------------|---------------------------|---------------------------|--------------------------------|---|----------------------|---------------------------|---|-------------------------------------|-------------------------------------|
| | | Opening Block as on 01.04.2019 | Additions during the Year | Deduction during the Year | Closing Block as on 31.03.2020 | Accumulated Depreciation up to 31.03.2019 | For the Year 2019-20 | Withdrawn during the Year | Accumulated Depreciation up to 31.03.2020 | Written Down value as on 31.03.2020 | Written Down value as on 31.03.2019 |
| I | Tangible Assets | | | | | | | | | | |
| | (A) Owned Assets | | | | | | | | | | |
| 1 | Land | 255,289 | - | - | 255,289 | - | - | - | - | 255,289 | 255,289 |
| 2 | Building | 9,236,037 | - | - | 9,236,037 | - | - | - | 5,515,152 | 3,720,884 | 4,112,069 |
| 3 | Plant and Machinery | 38,058,866 | 82,384 | - | 38,141,250 | 26,673,325 | 2,107,816 | - | 28,781,141 | 9,360,109 | 11,385,541 |
| 4 | Office Equipment | 122,182 | 12,126 | - | 134,308 | 77,712 | 19,606 | - | 97,318 | 36,989 | 44,470 |
| 5 | Computers & Laptops | 72,939 | - | - | 72,939 | 72,500 | 81 | - | 72,581 | 358 | 439 |
| | SUB TOTAL (A) | 47,745,313 | 94,510 | - | 47,839,822 | 31,947,504 | 2,518,688 | - | 34,466,192 | 13,373,630 | 15,797,808 |
| II | Intangible Assets | | | | | | | | | | |
| 1 | Technical Knowhow | 2,286,863 | - | - | 2,286,863 | 1,890,985 | 110,096 | - | 2,001,081 | 285,782 | 395,878 |
| | SUB TOTAL (B) | 2,286,863 | - | - | 2,286,863 | 1,890,985 | 110,096 | - | 2,001,081 | 285,782 | 395,878 |
| | Total [A+B] | 50,032,176 | 94,510 | - | 50,126,685 | 33,838,489 | 2,628,784 | - | 36,467,273 | 13,659,412 | 16,193,687 |

Notes Forming Part of the Financial Statements

Note : 9 Deferred Tax Asset

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--------------------------------|----------------|----------------|
| 1 | Opening Balance | 230,916 | 144,494 |
| | Add: Current year Deferred Tax | 49,345 | 86,422 |
| | Total | 280,261 | 230,916 |

Disclosures:

In accordance with the Accounting Standard (AS-22) on "Accounting for Taxes on Income" issued by the Institute of Chartered Accountants of India, the Company has created deferred tax liability arising out of the timing differences between taxable and book profits. The particulars of deferred tax assets and liabilities are as given above.

Note : 10 Long Term Loans and Advances

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--------------------------------------|----------------|----------------|
| 1 | Security Deposit | | |
| | Deposit - Sales TAX Dept | 15,000.00 | 15,000.00 |
| | Security Deposit - Ramsatya Agencies | 243,365.00 | 50,000.00 |
| | Security Deposit (Electricals) | 50,000.00 | 243,365.00 |
| 2 | MAT Credit Entitlement | 613,801 | 613,801 |
| | Total | 922,166 | 922,166 |

Note : 11 Inventories

Amount in Rs.

| S. No | 0 | 31-Mar-20 | 31-Mar-19 |
|-------|-----------------------|-------------------|------------------|
| 1 | Inventories | | |
| | Raw Material | 4,578,005 | 523,087 |
| 2 | Stock in Trade | | |
| | Finished Goods | 6,518,691 | 5,606,533 |
| | Total | 11,096,697 | 6,129,620 |

Note : 12 Trade Receivables

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|---|------------------|------------------|
| 1 | Outstanding for more than six months | | |
| | a) Secured, Considered Good : | | |
| | b) Unsecured, Considered Good : | 2,033,087 | 1,369,516 |
| | c) Doubtful | | |
| 2 | Other receivables | | |
| | a) Secured, Considered Good : | | |
| | b) Unsecured, Considered Good : | 2,005,961 | 3,197,972 |
| | c) Doubtful | | |
| | Total | 4,039,048 | 4,567,488 |

Note : 13 Cash and Cash Equivalents

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|---|------------------|------------------|
| 1 | Balances with Banks | | |
| | With Andhra Bank A/c No. 043811100000186 | 2,063,736 | 1,370,269 |
| | With Andhra Bank -107411100000964 (Vizag) | 4,912 | 4,912 |
| 2 | Cash on Hand | 36,967 | 5,669 |
| | Total | 2,105,614 | 1,380,850 |

Note : 14 Short Term Loans and Advances

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--------------------------------------|----------------|----------------|
| 1 | GST Input | | 75,071 |
| 2 | Prepaid Insurance | 269,796 | 111,152 |
| 3 | Staff Advances | 137,480 | - |
| 4 | TDS Receivable | 7,802 | 28,647 |
| 5 | Income Tax Refund Due for AY 2017-18 | 318,801 | 318,801 |
| | Total | 733,879 | 533,671 |

Notes Forming Part of the Financial Statements

Note: 15 Revenue from Operations

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--------------------------|-------------------|-------------------|
| 1 | Sale of Products | 15,053,355 | 13,209,019 |
| 2 | Plant processing charges | - | 216,125 |
| | Total | 15,053,355 | 13,425,144 |

Note: 16 Other Income

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|------------------|------------------|------------------|
| 1 | Rental Income | 1,305,666 | 2,805,666 |
| 2 | Foundation Seeds | 285,401 | - |
| 3 | Other Income | 6,399 | - |
| | Total | 1,597,466 | 2,805,666 |

Note: 17 Cost of Material Consumed

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|----------------------|-------------------|------------------|
| 1 | Opening Stock | 523,087 | 476,543 |
| 2 | Add: Purchases | 10,217,267 | 5,259,424 |
| 3 | Add: Direct Expenses | 299,360 | 2,466,072 |
| | | 11,039,714 | 8,202,039 |
| 4 | Less: Closing Stocks | 4,578,005 | 523,087 |
| | Total | 6,461,708 | 7,678,953 |

Note: 18 Changes in Inventory

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--|------------------|------------------|
| 1 | Inventories at the end of the Year | | |
| | Finished Goods | 6,518,691 | 5,606,533 |
| | Total | 6,518,691 | 5,606,533 |
| 2 | Less: Inventories at the beginning of the Year | | |
| | Finished Goods | 5,606,533 | 3,870,419 |
| | Total | 5,606,533 | 3,870,419 |
| | Net Increase/(Decrease) | 912,158 | 1,736,114 |

Note: 19 Employee Benefit Expenses

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|----------------------|------------------|------------------|
| 1 | Salaries & Allowance | 2,531,992 | 1,313,042 |
| 2 | Incentives | 87,819 | 208,379 |
| | Total | 2,619,811 | 1,521,421 |

Note: 20 Finance Cost

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--|---------------|----------------|
| 1 | Interest on Term loan | - | 485,694 |
| 2 | Interest on CC | - | - |
| 3 | Processing Charges | 16,839 | - |
| 4 | Inspection Charges (Plant)-Andhra Bank | - | 8,850 |
| | Total | 16,839 | 494,544 |

Note: 21 Depreciation & Amortization Expenses

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--------------|------------------|------------------|
| 1 | Depreciation | 2,628,784 | 3,179,758 |
| | Total | 2,628,784 | 3,179,758 |

Notes Forming Part of the Financial Statements

Note: 22 Other Administrative Expenses

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|-----------------------------------|---------------------|---------------------|
| 1 | Advertisement | 65,000 | 4,800 |
| 2 | Audit Fees | 50,000 | 50,000 |
| 3 | Bank Charges | 9,313 | 5,705 |
| 4 | Commission | 1,157,465 | 670,880 |
| 5 | Consultancy Fees | 138,040 | 95,803 |
| 6 | Consumables for plant | 32,824 | 100,303 |
| 7 | Electricity Charges | 504,805 | 814,156 |
| 8 | Fees and membership | 86,300 | 106,100 |
| 9 | Food Expenses | 45,329 | 33,161 |
| 10 | Inspection Charges (Electrical) | 27,600 | - |
| 11 | Insurance | 54,957 | 117,159 |
| 12 | Interest on Income Tax | 10,864 | - |
| 13 | Interest on TDS | 7,109 | 6,001 |
| 14 | Laboratory Test Charges | 234,558 | 72,513 |
| 15 | Lodging & Boarding and Travelling | 34,809 | 92,580 |
| 16 | Marketing Expense | 14,400 | 40,500 |
| 17 | Office Expenses | 153,652 | 32,709 |
| 18 | Pooja & Festival Exp. | 13,639 | 13,299 |
| 19 | Postage & Courier Charges | 32,093 | 33,554 |
| 20 | Printing and Stationery | 62,303 | 87,522 |
| 21 | Processing Fee (Job Work) Exp. | 69,295 | 236,180 |
| 22 | Professional Charges | 18,600 | 26,950 |
| 23 | Professional Tax | 2,500 | 2,500 |
| 24 | Rent & Rates and Taxes | 244,765 | 14,348 |
| 25 | Repairs & Maintance | 620,738 | 566,234 |
| 26 | Telephone Expenses | 25,596 | 18,774 |
| 27 | Toll Gate Fee | 6,415 | 9,945 |
| 28 | Training Expense | 24,000 | 6,000 |
| 29 | Transportation Charges | 1,033,120 | - |
| 30 | Travel and Conveyance | 776,241 | 93,005 |
| 31 | Vehicle Hire Charges | 38,450 | 59,696 |
| 32 | Vehicle Maintance | 56,389 | 25,730 |
| | Total | 5,651,167.33 | 3,436,106.34 |

Payments to Auditors

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|----------------------|---------------|---------------|
| 1 | As auditor | | |
| | Statutory audit Fees | 50,000 | 30,000 |
| | Tax Audit Fees | - | 10,000 |
| | Total | 50,000 | 30,000 |

Other notes forming part of Financial Statements

Note : 23 Earnings Per Share

Amount in Rs.

| S. No | Particulars | 31-Mar-20 | 31-Mar-19 |
|-------|--|-----------|-----------|
| 1 | Net Profit for the year | 205,207 | 1,644,139 |
| 2 | Net Profit for the year attributable to the equity share holders (A) | 205,207 | 1,644,139 |
| 3 | Total Number of Shares(B) | 525,000 | 525,000 |
| 4 | Weighted Average Number of Equity Shares (C) | 525,000 | 525,000 |
| 5 | Par Value of Share | 10 | 10 |
| 6 | Earnings Per Share – Basic (A)/(B) | 0.39 | 3.13 |
| 7 | Diluted Earnings Per Share | Rs. 0.39 | Rs. 3.13 |

Note : 24 Related Party Disclosure

As per the Accounting Standard-18 on 'Related party disclosures' as notified by the Companies (accounting Standards) Rules-2006 the related parties of the company are as follows.

1 Transactions with related parties

| Particulars | Amount in ` | |
|---|-------------|------------|
| | 31-Mar-20 | 31-Mar-19 |
| Loan from Directors | 3,545,231 | 3,103,098 |
| Unsecured Loan from Gram Tarang SelfHelp Co-Operative soc | 10,254,696 | 10,254,696 |

2 Key management personnel

- (a) Supriya Pattanayak
- (b) DN Rao

 Director
 Director

Other notes forming part of Financial Statements

Note : 25 Disclosure required under Section 22 of the Micro, Small and Medium Enterprises Development Act, 2006


| Particulars | 31-Mar-20 | 31-Mar-19 |
|--|-----------|-----------|
| (i) Principal amount remaining unpaid to any supplier as at the end of the accounting year | | |
| (ii) Interest due thereon remaining unpaid to any supplier as at the end of the accounting year | | |
| (iii) The amount of interest paid along with the amounts of the payment made to the supplier beyond the appointed day | NIL | NIL |
| (iv) The amount of interest due and payable for the year | | |
| (v) The amount of interest accrued and remaining unpaid at the end of the accounting year | | |
| (vi) The amount of further interest due and payable even in the succeeding year, until such date when the interest dues as above are actually paid | | |


For SPC & Associates
Chartered Accountants.
FRN: 005685S

CA Shrvan Kumar Reddy
Partner
MRN: 240014
UDIN: 21240014AAAAAB6237

Place: Vishakhapatnam
Date: 25-11-2020

For and on behalf of the Board of Directors
GRAM TARANG FOODS PRIVATE LIMITED


Supriya Pattanayak
Director
DIN: 07122926


D.N.Rao
Director
DIN: 00939956

GRAM TARANG FOODS PRIVATE LIMITED

(Corporate Identity Number: U15549AP2009PTC064398)

Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam – 530018

Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

LIST OF SHAREHOLDERS

[As on 31st March, 2020]

| Sl.No | Name | Address | No. of Equity shares | Share holding % |
|--------------|--------------------------|--|----------------------|-----------------|
| 1. | Mukti Kanta Mishra | Plot No - 1580/1989, Near Bhaktamadhu Sikhya Kendra, Bhaktamadhu Nagar, Bhubaneswar, Orissa - 751030 | 1,18,334 | 22.54 |
| 2. | Rao Narasimha Dechiraju | Block C, 206, KSR Green Valley, Madhava Dhara, Visakhapatnam - 530018 | 1,68,333 | 32.07 |
| 3. | Shashikant Tewary | C-21, Kendriya Vihar, Sector-51, Noida, Uttar Pradesh - 201307 | 1,63,333 | 31.11 |
| 4. | Supriya Patnayak | Plot No- 1580/1989, Near Bhaktamadhu Sikhya Kendra, Bhaktamadhu Nagar, Bhubaneswar, Orissa - 751030 | 50,000 | 9.52 |
| 5. | Durga Madhab Baliarsingh | Bikashnagar, PS-Jatani, District-Khurda - 752050 | 25,000 | 4.76 |
| Total | | | 5,25,000 | 100% |

For Gram Tarang Foods Private Limited

Supriya Pattanayak
Director
DIN: 07122926

D.N.Rao
Director
DIN: 00939956

GRAM TARANG FOODS PRIVATE LIMITED

(Corporate Identity Number: U15549AP2009PTC064398)

Regd. Office: B-107, KSR Pleasant Valley, Madhavadhara, Visakhapatnam – 530018

Email Id: shashikant.tewary@gramtarangfoods.in, Ph: 9937002580

Date: 10th September, 2020

To
SPC & Associates,
Chartered Accountants,
Plot No #252A, 2nd Floor, MLA Colony,
Lotus Pond Road, Road #12, Banjara Hills,
Hyderabad.

Dear Sirs,

FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31st MARCH, 2020

This representation letter is provided in connection with your audit of the financial statements of **Gram Tarang Foods Private Limited** for the year ended **31st March, 2020**, for the purpose of expressing an opinion as to whether the financial statements give a true and fair view of the financial position of **Gram Tarang Foods Private Limited** as of **31st March, 2020**, and of the results of its operations for the year then ended in accordance with the Companies Act, 2013 and Generally Accepted Accounting Practices in India.

We acknowledge our responsibility for the fair presentation of the financial statements in accordance with the Companies Act, 2013 and Generally Accepted Accounting Practices in India.

We confirm to the best of our knowledge and belief, the following representations:

- We acknowledge our responsibilities for the design, implementation, and operation of accounting and internal control systems that are designed to prevent and detect fraud and error.
- Following our assessment of the risk that the financial statements may be materially misstated as a result of fraud, we are not aware of any significant facts relating to any frauds or suspected frauds or irregularities known that have involved (i) Management; (ii) Employees who have significant roles in internal control; or (iii) Others where the fraud could have a material effect on the financial statements; and, of any allegations of fraud, or suspected fraud, affecting the financial statements that have been communicated to us by employees, former employees, analysts, regulators and others.
- We have made available to you all books of account and supporting documentation and all minutes of meetings of shareholders and the board of directors.

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- We confirm the completeness of the information provided regarding the identification of related parties. Related party transactions are conducted on terms substantially equivalent to those that prevail in an arm's length transaction except for the loans taken.
- The related party loans have been taken for aiding the business activities and hence they were granted without any interest.
- We are aware of the observations you made, qualifications reported and notes attached to the accounts. We assure you that all necessary steps will be taken by the management to follow the best practices, implement the suggestions made and comply with those rules and regulations which could not be done during the year.
- We accept that the Company has transferred the share application money pending allotment to loan from directors . We are also aware of the fact that the Company's borrowings are more than the net worth of the Company.
- The Company is not covered under any of the labour laws as of now but it shall be responsible to deposit the statutory contributions once it is covered under the Acts.
- We accept that the company is not paying PT for the company, we will pay the amount in the current year.
- The Company has complied with all aspects of contractual agreements that could have a material effect on the financial statements in the event of non-compliance. There has been no non-compliance with requirements of regulatory authorities that could have a material effect on the financial statements in the event of non-compliance.
- The following have been properly recorded and when appropriate, adequately disclosed in the financial statements:
 - (a) The identity of, and balances and transactions with, related parties.
 - (b) All litigation, claims or possible claims and estimates thereof.
- We have no plans to abandon lines of product or other plans or intentions that will result in any excess or obsolete inventory, and no inventory is stated at an amount in excess of net realisable value.
- The Company has satisfactory title to all assets and there are no liens or encumbrances on the Company's assets.
- We have recorded or disclosed, as appropriate, all liabilities both actual and contingent, and have disclosed in the notes to the financial statements all guarantees that we have given to third parties, if any.

GRAM TARANG FOODS PRIVATE LIMITED


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- Events subsequent to period end which require adjustment of or disclosure in the financial statements or notes thereto are as disclosed in the financial statements.
- We have assessed future action relating to continuing operations and confirm that there are no events or conditions that have been identified, indicating that the Company will not be a going concern.
- The management hereby confirms that none of the directors is disqualified as on March 31, 2020, from being appointed as a director in terms of sub-section (2) of Section 164 of the Companies Act, 2013.

Yours faithfully
Gram Tarang Foods Private Limited


D.N.Rao
Director
DIN: 00939956

NOTES TO ACCOUNTS

NOTE: 26

SIGNIFICANT ACCOUNTING POLICIES:

A. Basis of Accounting

The accounts of the company are prepared & maintained consistently on accrual basis and under the historic cost convention and in accordance with the generally accepted accounting principles in India and in compliance with the applicable Accounting Standards issued by the Institute of Chartered Accountants of India as per Section 133 and relevant provisions of the Companies Act, 2013, except otherwise stated.

All assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013.

B. Fixed Assets

Fixed Assets are stated at cost (cost includes acquisition cost, freight, installation cost, finance cost, duties and taxes and other incidental expenses incurred during the construction/installation).

C. Depreciation

Depreciation on Fixed Assets is provided on the Written Down Value Method, as per the useful life of the assets given in the Schedule II to the Companies Act, 2013; and in the opinion of the management these rates reflect the estimated useful life of those assets. The Company estimates the scrap value of the assets to be 5% of the cost.

D. Revenue Recognition

Income is accounted for on the basis of products sold and billed to customers.

E. Earnings per share:

Basic earnings per share is computed by dividing the profit/ (loss) after tax (including the post-tax effect of extraordinary items, if any) by the weighted average number of equity shares outstanding during the year.

F. Provisions and Contingencies

A provision is recognized when the Company has a present obligation as a result of past events and it is probable that an outflow of resources will be required to settle the obligation in respect of which a reliable estimate can be made. Provisions are not discounted to their present value and are determined based on the best estimate required to settle the obligation at the Balance Sheet date. These are reviewed at each Balance Sheet date and adjusted to reflect the current best estimates. Contingent liabilities are disclosed in the Notes.

G. Income Tax

The Company provides for and determines the current tax as the amount of tax payable in respect of the total income for the period. The Company recognizes and provides for the deferred tax on timing differences between total income and accounting income subject to the concept of prudence.


H. Cash and Cash equivalents


Cash comprises cash on hand and demand deposits with banks. Cash equivalents are short-term balances (with an original maturity of three months or less from the date of acquisition), highly liquid investments that are readily convertible into known amounts of cash and which are subject to insignificant risk of changes in value.

For SPC&Associates
Chartered Accountants
FRN: 005685S

for and on behalf of Board of Directors
GRAM TARANG FOODS PRIVATE LIMITED

CA Shravan kumar Reddy
Partner
MRN: 241004
UDIN: 21240014AAAAAB6237


Supriya Pattanayak
Managing Director
(DIN: 07122926)


D.N.Rao
Director
(DIN: 00939956)

Date: 25-11-2020

Place: Vishakhapatnam