**MAIN SERVICES AGREEMENT**

This Main Services Agreement ("**Agreement**") is effective as of July 1, 2024 ("**Effective Date**") and entered into between **Amazon Seller Services (India) Private Limited**,a private limited company having its registered office at No.26/1, 8th Floor, Brigade Gateway 26/1 Dr. Raj Kumar Road, Bangalore, Karnataka – 560055 and any of its Affiliates domiciled in India that issue Work Orders under this Agreement (collectively, "**Amazon**") and **WinVinaya Foundation**, having its office at 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076 ("**Service Provider**").

For the purpose of this Agreement, the term "**Affiliate**" shall mean "any entity in which Amazonor its group companies have directly or indirectly, certain economic interest". For avoidance of doubt, any reference to an Affiliate of Amazon under this Agreement shall mean "an Affiliate domiciled in India".

Amazon and the Service Provider are hereinafter individually referred to as a "**Party**" and collectively referred to as "**Parties**".

1. **SERVICES, WORK ORDERS.**
   1. **Services.** Service Provider will provide services to Amazon on non-exclusive basis, in accordance with the terms and conditions of this Agreement ("**Services**") as the Parties may, from time to time, agree and specify in work orders ("**Work Orders**") issued or signed by Amazon. The agreed form of Work Order is attached as Exhibit A to this Agreement. Any Affiliate of Amazon will have the right to enter into Work Orders with Service Provider under this Agreement, and with respect to such Work Orders, such Affiliate becomes a Party to this Agreement and references to Amazon in this Agreement are deemed to be references to such Affiliate. With respect to Amazon, each Work Order is a separate obligation of the Amazon entities or entity that execute(s) such Work Order and no other Amazon Affiliate entity has any obligation under such Work Order. Amazon makes no promises or representations whatsoever as to the amount of business Service Provider can expect at any time under this Agreement. It is further clarified that nothing in this Agreement prevents Amazon or any of its Affiliates from procuring same or similar Services from any other third party.
   2. **Work Orders.** This Agreement governs each Work Order, except that any conflict between the terms of this Agreement and a Work Order will be resolved in favor of the Work Order, if the Work Order explicitly states that it is intended to modify the conflicting terms of this Agreement. This Agreement does not obligate Amazon to engage Service Provider to perform any Services, or Service Provider to perform any Services, until both Parties have signed a Work Order. Both Parties must sign a Work Order for it to be effective.

Notwithstanding the aforesaid, a Work Order will be binding on both Parties if Service Provider: (a) signs and returns it to Amazon; (b) begins performance; or (c) acknowledges it by email, facsimile or any other commercially reasonable means. If Service Provider commences Services for Amazon in the absence of a Work Order and Amazon accepts such Services, this Agreement will nevertheless apply, unless the Parties otherwise mutually agree in writing. Service Provider will, at no cost to Amazon, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of this Agreement and the applicable Work Order.

* 1. **On-Site Services.** If Service Provider provides Services on Amazon premises, Service Provider will, and ensure that its Personnel will: (a) abide by all Amazon's rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression harassment and theft (collectively, "**Rules**"); and (b) at Amazon's request, remove and promptly replace any Personnel (defined in Section 6 below) performing Services who behaves in a manner that is unlawful or inconsistent with any Rules.
  2. **Payment / Records.** Amazon will pay Service Provider as provided in the Work Order. Service Provider is entitled to no other compensation or reimbursement for the Services. The Service Provider shall be solely responsible for all other compensation to its Personnel, including any statutory contributions that are required and maintain all other compliances that may be required under applicable Laws in respect of its Personnel. In the event Amazon is required to make any payments in respect of any Personnel or any Claims, Amazon shall have the right amongst others, to adjust the same against any sum payable to the Service Provider under this Agreement. Service Provider will, in accordance with generally accepted accounting standards, keep copies of all books and records relating to the Services during the Term of this Agreement and for eight (8) years thereafter. Amazon may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Services.
  3. **Taxes.** Fees payable under this Agreement will be exclusive of applicable national, state or local sales or use taxes or Value Added Tax, Service Tax or Goods and Services Tax (collectively, "**Taxes**") that Service Provider is legally obligated to charge under the applicable Laws. Service Provider may charge and Amazon will pay any applicable Taxes, provided that such Taxes are stated on the original invoice that Service Provider provides to Amazon and Service Provider's invoices state such Taxes separately and meet the requirements for a valid Tax invoice under applicable Laws and regulations and is issued within the prescribed time-limit. The Service provider undertakes to comply with any of the applicable provisions of such law including but not limited to:
* timely issuance of compliant invoices;
* making the invoices available to Amazon;
* depositing applicable taxes on a periodic basis; and
* correctly reporting them to the government as required under tax laws.

Under no circumstances Service Provider would separately recover Taxes from Amazon after issuance of invoice for the corresponding period.If at any time the credit for Taxes is denied to Amazon or payment of Taxes is sought from Amazondue to, but not limited to, issuance of a deficient invoice, default in payment of Taxes, inappropriate reporting or any other non-compliance of applicable Laws and regulations by Service Provider, Service Provider shall indemnify Amazon against any denied credits or the amount so recovered as well as any interest and penalties imposed on Amazon.

Amazon may provide Service Provider an exemption certificate acceptable to the relevant taxing authority, in which case, Service Provider shall not collect the Taxes covered by such certificate.

Amazon shall maintain the right to deduct or withhold any taxes, levies or any similar amounts that Amazon may be legally obliged to withhold, from any amounts payable to Service Provider under this Agreement, and payment to Service Provider as reduced by such deductions or withholdings will constitute full payment and settlement to Service Provider of Amazon's obligations. Service Provider agrees to provide necessary documentation including its Permanent Account Number or suitable declarations, as may be required, for Amazon to satisfy any information reporting or withholding obligations with respect to any payments under this Agreement. Service Provider confirms that it would duly pay any applicable taxes, levies or similar amounts on its income, as applicable under this Agreement on allamounts on which taxes, levies or similar amounts are not or inadequately withheld and report and file a return of income under the applicable laws and provide the necessary certifications in this respect.

1. **TERM.** This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Agreement, continues for a period of one (1) year; provided, however, at Amazon's sole discretion the terms of this Agreement may survive and apply to any Work Orders outstanding as of the effective date of termination. Upon expiration of such period, this Agreement will automatically renew on a month-to-month basis until either Party gives at least 30 days prior written notice of termination (each period collectively referred to as the "**Term**").

Amazon may terminate this Agreement or any Work Order or any portion thereof, without cause and/or without the occurrence of a default, by giving at least thirty (30) days prior written notice to the Service Provider. Upon any such termination, Amazon is only liable to pay for Services performed prior to expiration or termination; provided that if the fee set forth in the Work Order is a fixed amount, Amazon will pay the fee to the extent of the Services rendered. In addition, Amazon may terminate this Agreement or any applicable Work Order or any portion of the Services not then performed, immediately upon written notice for Service Provider's material breach of this Agreement or the Work Order, including but not limited to any breach of Section 7 below. Service Provider may terminate this Agreement immediately upon written notice if Amazon fails to cure a non-payment of amounts due within thirty (30) days after written notice of such non-payment to Amazon. In connection with the termination or expiration of this Agreement for any reason, Service Provider will provide reasonable assistance to Amazon in order to enable and facilitate an orderly transition of the Services to Amazon or to another service provider.

1. **REPRESENTATIONS AND WARRANTIES.** Service Provider represents and warrants that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product and/or other materials provided by or on behalf of Service Provider under a Work Order will not violate or infringe any third party's patents, trade secrets, trademarks, copyrights or other proprietary rights; (c) it has adequate Personnel and resources with the necessary skills and qualifications to fulfill the Work Order(s) in a timely manner and that the Service Provider as a prudent employer has sufficiently ascertained that the Personnel's credentials (including checking criminal track records, background investigation or references) are suitable to perform the Services under this Agreement; (d) it and its Personnel are in compliance and will comply, at Service Provider's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Service Provider's performance of the Services ("**Laws**"), and will hold and fully comply with all required licenses, permits and approvals as may be required under Laws; (e) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, Laws, rule, regulation, proceedings or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (f) if the Contract Labour (Regulation and Abolition) Act, 1970 ("**CLRA**") is applicable to the Service Provider, then Service Provider shall make the requisite applications with the appropriate governmental authorities prior to using contract labour for provision of Services under this Agreement and intimate Amazon accordingly; (g) all Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; (h) to the best of Service Provider's knowledge after due inquiry, Service Provider Personnel have not been convicted of a felony in the previous seven (7) years, or, if they have, Service Provider has (to the extent in accordance with Laws) provided information to Amazon regarding the nature, severity, and date of each such conviction; (i) that the Personnel are its own employees and shall not be construed as employees of Amazon at any time during the Agreement; (j) there are no outstanding allegations by third parties of infringement of any rights relating to the Pre-Existing Works (defined below) that are not fully and finally resolvedand thatit shall be obligated to intimate Amazon within twenty-four (24) hours in case of any actual or prospective claim of infringement of any third party's intellectual property by Amazon's use of the Pre-Existing Works; and (k) it will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control.
2. **DEFENSE AND INDEMNITY.** Service Provider hereby releases and will defend, hold harmless, and indemnify Amazon, and/or its subsidiaries, Affiliates, directors, officers, employees, agents, successors and assigns ("**Amazon Indemnified Parties**"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to claims and / or expenses arising from any compensation, salary, remuneration, contributions or any amount payable to the Personnel or required to be paid or contributed for or on behalf of or in respect of the Personnel under applicable Laws, reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "**Claims**"), arising from any act or omission by Service Provider and/or its Personnel, including without limitation any breach or default under this Agreement or the Work Order, or allegation or claim of negligence, strict liability or misconduct. However, the foregoing does not apply to the extent such Claim results from Amazon's gross negligence or willful misconduct. Service Provider's duty to defend is independent of its duty to indemnify. Service Provider's obligations under this Section are independent of all of its other obligations under this Agreement. Service Provider will use counsel reasonably satisfactory to Amazon to defend each Claim, and Amazon will cooperate (at Service Provider's expense) with Service Provider in the defense. Service Provider will not consent to the entry of any judgment or enter into any settlement without Amazon's prior written consent, which may not be unreasonably withheld.

In connection with any action to enforce Service Provider's obligations under this Section 4 with respect to any claim arising out of any bodily injury (including death) to any person directly or indirectly employed by the Service Provider, Service Provider waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar Laws and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Service Provider's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

1. **INSURANCE.** Service Provider will maintain insurance policies (including without limitation automobile insurance, commercial liability insurance and statutory workers' compensation insurance) that are sufficient to protect the Service Provider's business against all applicable risks. Service Provider will cause the Amazon Indemnified Parties (as described in Section 4) to be named as added insured on the policies required under this Agreement and shall cause its insurance to be primary to any insurance carried by the Amazon Indemnified Parties. Service Provider will provide Amazon with certificates of insurance and other supporting materials as Amazon reasonably may request to evidence Service Provider's continuing compliance with the preceding sentences. Service Provider will be liable for all loss or damage, other than ordinary wear and tear, to Amazon's property in Service Provider's possession or control or Amazon's property to which the Service Provider and/ or the Personnel may have access to. In the event of any such loss or damage, Service Provider will pay Amazon the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage. Amazon's approval of any of Service Provider's insurance policies does not relieve or limit any of Service Provider's obligations under this Agreement, including but not limited to liability under Section 4 above, for claims exceeding required insurance limits.
2. **PERSONNEL; INDEPENDENT CONTRACTORS.** Service Provider and Amazon are independent contractors. Nothing in this Agreement will be construed as creating any joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee or any other relationship between Amazon and the Service Provider. Service Provider has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "Personnel"), and over its labour and employee relations and its policies relating to wages, hours, working conditions and other employment conditions and Service Provider represents and warrants that it is in accordance with the applicable Laws. Service Provider has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. Service Provider is solely responsible for all salaries and other compensation of its Personnel who provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, in accordance with the applicable Laws. Service Provider's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Amazon employees. For the sake of clarity, Service Provider hereby represents that it has no authority to enter into any agreement on Amazon's behalf or in Amazon's name or otherwise bind Amazon to any agreement or obligation including those relating to Service Provider's Personnel, its labour and employee relations and its policies mentioned in this Section 6. Service Provider will be responsible for all acts, omissions, negligence and misconduct of Personnel while performing the Services. Service Provider will be solely responsible for all theft, damage and/or misconduct related to its Personnel.

Service Provider will not subcontract any Services or delegate any of its obligations under this Agreement or any Work Order(s), without the prior written consent of Amazon. If Amazon so consents, Service Provider will ensure that any such subcontractor is bound to the terms of this Agreement. Notwithstanding the existence or terms of any subcontract, Service Provider is solely responsible for the full performance of the Services and for its subcontractors' compliance with the terms of this Agreement.

Service Provider will manage the transition of replacement Personnel to minimize impact on the Services.

This Agreement is not intended to be for the benefit of any third party, and is not enforceable by any third person, and shall not confer upon any third party any right, privilege, remedy, claim or other right.

1. **CONFIDENTIALITY/PUBLICITY.** Service Provider will execute and comply with the terms of the Nondisclosure Agreement attached as Exhibit C to this Agreement, which are incorporated herein ("**NDA**"). All information provided by Amazon will remain Amazon's exclusive property, and Service Provider will have no rights to use such information except as expressly provided herein.Service Provider will not and will prevent the Personnel from using any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its Affiliates in any manner without prior written authorization of such use by an authorised signatory of Amazon. Service Provider will not and shall ensure that its Personnel shall not disclose, issue press releases or publicity relating to Amazon or the existence or contents of this Agreement or reference Amazon or its Affiliates to any third party or in any brochures, advertisements, client lists or other promotional materials. The Service Provider shall further require its Personnel performing Services on-site at Amazon facilities to execute the Service Provider Personnel Nondisclosure Agreement attached as Exhibit B to this Agreement.
2. **WORK FOR HIRE, AND PROPRIETARY RIGHTS.**
   1. **Work Product, Proprietary Rights and Pre-Existing Work.** If Service Provider delivers or is required to deliver to Amazon any work product in connection with the Services, including but not limited to concepts, works, inventions, information, drawings, designs, programs, or software (whether developed by Service Provider or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "**Work Product**"), then Amazon owns, or upon assignment by the creator will own, all right, title and interest (including but not limited to all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively, "**Proprietary Rights**") in such Work Product, except that Work Product does not include: (a) any inventions or developments made by Service Provider prior to the Effective Date; or (b) any improvements the Service Provider may make to its own proprietary software or any of its internal processes as a result of any Work Order, provided that such improvements do not infringe Amazon's Proprietary Rights ("**Pre-Existing Work**").
   2. **Work for Hire.** If the Work Product has been specially ordered and commissioned by Amazon, the Service Provider agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Amazon.
   3. **Assignment of Work Product.** To the extent that the Work Product does not qualify as a work made for hire under applicable Laws, and to the extent that Work Product includes material subject to copyright, patent, trade secret or any Proprietary Rights protection, Service Provider hereby assigns to Amazon (or to such of its Affiliates, as Amazon may designate), its successors and assigns, in perpetuity, all right, title and interest in and to the Work Product, including but not limited to all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of Service Provider's creation of the Work Product, on a world-wide basis. The foregoing assignment includes a license under any current and future patents owned or licensable by Service Provider to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Amazon. Service Provider will execute any documents and undertake such other acts in connection with such assignment that Amazon may reasonably request to perfect, register or enforce Amazon's ownership of the rights so conveyed in and to the Work Products. Service Provider will enter into agreements with its Personnel or any other party as necessary to establish Amazon's sole ownership in Work Product, and upon Amazon's request, Service Provider will provide Amazon with copies of such agreements. Service Provider appoints Amazon as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in the Work Product. This appointment is coupled with an interest. At any time upon request from Amazon and upon termination or expiration of this Agreement, Service Provider will deliver to Amazon, in tangible form, all materials containing Work Product, whether complete or in process.
   4. **License to Pre-Existing Work.** To the extent Pre-Existing Work of Service Provider is embodied in any Work Product, deliverables or Proprietary Rights, Service Provider hereby grants Amazon a non-exclusive, world-wide, perpetual, irrevocable, fully paid-up license to: (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute and import such Pre-Existing Work; (b) adapt, modify and create derivative works of such Pre-Existing Work; and (c) sublicense the foregoing rights.
3. **GENERAL.**
   1. **Assignment.** Service Provider will not assign any part or all of this Agreement without Amazon's prior written consent. Any attempt to assign in violation of this Section 9.1 is void in each instance. Amazon may in its sole discretion assign this Agreement (or any of its rights and obligations under this Agreement or any Work Order) without Service Provider's consent: (a) to any of its Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.
   2. **Governing Law / Venue.** This Agreement is governed by the laws of India, excluding its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within fifteen (15) days through discussion between the Parties, shall be referred to the arbitration of three (3) arbitrators, one (1) nominated by each Party, and the third (the presiding arbitrator) appointed by the two (2) arbitrators so nominated. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Bangalore. The arbitrators shall pass a reasoned award in writing within four (4) months of the date of the appointment of the presiding arbitrator.
   3. **Notices.** Notices under this Agreement are sufficient if given by a Party by nationally recognized overnight courier service, speed post with acknowledgment receipt, facsimile with electronic confirmation or personal delivery to the other Party, at the address below the Party's signature line below. If no address is listed for Service Provider, notice to Service Provider will be effective if given to the last known address. Notice is effective: (a) when delivered personally; (b) three (3) business days after sending by speed post; (c) on the business day after sending by a nationally recognized courier service; or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A Party may change its notice address by giving notice in writing in accordance with this Section 9.3.
   4. **Severability.** If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the Parties intend that this Agreement be enforced as if the unenforceable provision(s) were not present and that any partially valid and enforceable provision(s) be enforced to the extent that they are enforceable.
   5. **No Waiver.** A Party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the Party granting such waiver.
   6. **Cumulative Rights / Construction.** The rights and remedies of the Parties under this Agreement are cumulative and either Party may enforce any of its rights or remedies under this Agreement or other rights or remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.
   7. **Survival.** The following provisions survive termination or expiration of this Agreement: Section 1.4; Section 4; Section 7; Section 8; and Section 9, including without limitation, Section 9.9.
   8. **Injunctive Relief.** Service Provider acknowledges that any material breach of Section 7 or Section 8 by Service Provider would cause Amazon irreparable harm for which Amazon has no adequate remedies at Law. Accordingly, Amazon is entitled to specific performance or injunctive relief for any such breach.
   9. **LIMITATION OF LIABILITIES.** *AMAZON WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS).*
   10. **Entire Agreement.** This Agreement and the Work Order(s), together with all associated exhibits, annexures and schedules, which are incorporated by reference, and NDA, constitute the complete and final agreement of the Parties pertaining to the Services and supersede the Parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement or any Work Order is binding, unless it is in writing and signed by Amazon and Service Provider.

This Agreement may be executed in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

The Parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement. *NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.*

1. **ETHICS AND ANTI-CORRUPTION LAWS.** The Service Provider agrees and undertakes to abide by Amazon's Supplier Code available at: https://sustainability.aboutamazon.com/amazon\_supply\_chain\_standards\_english.pdf (the "**Code**") which provides for the Service Provider to follow certain standards in conducting its business and prohibits the paying of bribes to anyone for any reason, whether in dealings with the government or the private sector or any statutory body. The Service Provider shall not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. Amazon shall have the right to immediately terminate or suspend performance under this Agreement if the Service Provider breaches this Section 10. The Service Provider shall maintain true, accurate and complete books and records concerning any payments made to another party by the Service Provider under the Agreement, including on behalf of Amazon. Amazon and its designated representative shall have the right to inspect the Service Provider's books and records to verify such payments and for compliance with this Section.

Service Provider covenants and undertakes that it shall not make, authorize or tolerate to be made, in the performance of this Agreement, any payment, loans or gifts, or promises or offers of payments, loans, gift, of any money or anything of value, directly or indirectly, to or for the use or benefit of any employee of Amazon or of its agent, Affiliate or associate etc.

1. **RIGHT TO AUDIT AND/OR EXAMINE RECORDS.** Amazon may, on its own, or by engaging a third-party auditor ("**Auditor**") at Amazon's expense and, upon Amazon's request thereof to Service Provider, examine any records, invoices and/or other data or documents of Service Provider that are necessary to establish Service Provider's compliance or non-compliance with this Agreement. The Service Provider undertakes to maintain records during the Term and for a period of eight (8) years after the expiration or termination of this Agreement.
2. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by: (a) fire; flood; lightning; explosion; war; embargo; (b) act of God or nature; (c) acts or failures to act of any governmental authority; or (d) any other causes beyond its reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, whether or not similar to the foregoing; provided that (i) the Party affected by force majeure shall promptly notify the other in writing of the occurrence and details of any force majeure that has caused or is likely to cause the notifying Party to either delay or fail to perform its obligations under this Agreement; and (ii) the Party affected by force majeure will use reasonable efforts to overcome or limit the effects of any such circumstances on the other Party.

Failure of Service Provider to perform under this Agreement due to the occurrence of an event of force majeure lasting more than five (5) days will, upon twenty-four (24) hours' written notice to the Service Provider, represent a ground for termination by Amazon of the Services affected by such force majeure.

Changes in Law and acts of government or regulatory authority shall be considered force majeure only to the extent that such restrictions or acts directly and materially affect the performance by a Party of its obligations under this Agreement or a specific Service, and such change was not obtained through the efforts of the Party claiming the force majeure. In the event of such a change in Law or act of government or regulatory authority, the Party that cannot perform its obligations under this Agreement will notify the other Party in writing and both Parties shall enter into good faith discussions to identify an alternative means of performance not prevented by such change or act. Should no such alternative means be identified within ten (10) calendar days from entering into such good faith discussions, the Party that cannot perform may terminate the affected Service, without termination fees or other liability or obligation. Any pricing terms for a functionally equivalent substitute service shall be separately negotiated.

1. **NON-SOLICITATION.** The Service Provider agrees and undertakes that from the Effective Date and during the Term or anytime after the expiration of this Agreement, they shall not directly or indirectly, on their own behalf or on behalf of others, solicit, recruit, or induce or attempt to persuade any person now or at any time hereafter engaged by Amazon and/or its Affiliate(s) as an employee, officer, director, independent contractor, advisor, consultant or otherwise, to terminate their employment with, or otherwise cease their relationship with Amazon and/or its Affiliate(s).

This Agreement is signed by the duly authorized signatories of the Parties.

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| --- | --- |
| **Amazon:**  Amazon Seller Services Private Limited | **Service Provider:**  **WinVinaya Foundation** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: |
| Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Printed Name: Sivasankar Jayagopal |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: Chairman |
| Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date Signed: 01-July-2024 |
|  |  |
| *Notices to Amazon:*  By mail: No. 26/1, Brigade World Trade Centre, 10th Floor, Dr. Raj Kumar Road, Malleshwaram, Bangalore – 560055  *Attn: Rajeev Sharma*  With a copy to: Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi – 110019, India, Attention: Director Legal. | *Notices to Service Provider:*  By mail: 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076 |

**Exhibit A**

**WORK ORDER EFFECTIVE** [●] **("EFFECTIVE DATE")**

# This Work Order is entered into and made a part of the Main Services Agreement between Amazon Seller Services Private Limited, a private limited company having its registered office at No. 26/1, 8th Floor, Brigade Gateway 26/1 Dr. Raj Kumar Road, Bangalore, Karnataka – 560 055 ("Amazon"), and WinVinaya Foundation, a company having its registered office at 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076 ("Service Provider") with an effective date of July 1, 2024, (the "Agreement"), for the Services described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

## 1. Description of Services:

* 1. The Service Provider shall provide [●] related services to Amazon (the "**Services**").
  2. Any change to Service Provider's scope of work must be authorized in writing by both Parties, and in the case of Amazon, is binding only if signed by authorized signatory of Amazon.

**2. Location(s) Where Services Will Be Provided:** [●]

**3. Start Date of Services:** [●]

## 4. Required Completion Date: [●]

## 5. Service Provider Fees/Payment Terms: [●]

**6. Taxes:** Each Party will be responsible, as required under applicable Law, for identifying and paying all Taxes and other governmental fees and charges (and any related penalties, interest, and other additions thereto), if any, that are imposed on that Party upon or with respect to the transactions/ Services under this Work Order.

# 7. Key Personnel (*list any individuals critical to completion of the project)*:

If any “Key Personnel” are identified above, Service Provider will assign such Key Personnel to the project and will not remove them from the project, or substantially reduce their participation in the project, without Amazon’s prior written consent. If any Key Personnel leave the project and are not replaced within 30 days by personnel acceptable to Amazon, Amazon may replace such Key Personnel with an Amazon employee or service provider, and Service Provider's compensation will be adjusted appropriately. All Personnel will execute the Service Provider Nondisclosure Agreement attached as Exhibit B to the Agreement.

This Work Order is effective as of the Effective Date.

|  |  |
| --- | --- |
| **Amazon:**    **Amazon Seller Services Private Limited** | **Service Provider:**    **WinVinaya Foundation** |
| By: | By: |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: Sivasankar Jayagopal |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: Chairman  Signed Date: 01-July-2024 |

**Exhibit B**

**Service Provider Personnel – Nondisclosure Agreement**

This Nondisclosure Agreement (the "**Agreement**"), effective as of July 1, 2024 entered into by **Akila Sankar** "**Service Provider Personnel**"), an employee of WinVinaya Foundation, having its office at 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076("**Service Provider**"), for the benefit of Amazon Seller Services (India) Private Limited ("**Amazon**").

Amazon and Service Provider Personnel are hereinafter referred to individually as a "**Party**" and collectively as "**Parties**".

The Parties agree that in connection with Service Provider Personnel's assignment by Service Provider to provide products or services to Amazon, certain information including Confidential Information (as defined hereinafter) would be passed on or disclosed to the Service Provider Personnel by Amazon with respect to Amazon's operations and businesses. Amazon and Service Provider Personnel are now agreeing to the terms and conditions on which the Service Provider Personnel shall be provided the Confidential Information. In consideration of Amazon agreeing to disclose Confidential Information to the Service Provider Personnel, the Service Provider Personnel agrees and undertakes to abide by the terms of this Agreement as set out below:

**1. Confidential Information.** As used in this Agreement, "**Confidential Information**" means all nonpublic information disclosed by or relating to Amazon and any entity in which Amazon or its group companies have directly or indirectly, certain economic interest (an "**Affiliate**") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information shall include, without limitation: (a) all nonpublic information relating to Amazon's or any of its Affiliate's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; and (b) all third-party information that Amazon or any of its Affiliate is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, compilations, summaries, abstracts, modifications, translations, enhancements, adaptations and computer programs, or may be in the nature of unwritten knowledge.

**2. Exclusions.** Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown, by documentation, to have been known to the Service Provider Personnel at the time of his/her receipt of such information from Amazon; (c) is received from a third party having legal right to disclose Confidential Information and who did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown, by documentation, to have been independently developed by Service Provider Personnel outside the scope of the relationship with Amazon, without reference to any Confidential Information.

**3. Use of Confidential Information.** Service Provider Personnel may use Confidential Information solely in connection with and only in pursuance of his/her business relationship with Amazon. Except as expressly provided in this Agreement, Service Provider Personnel will not disclose Confidential Information to any person or entity for any purpose whatsoever without Amazon's prior written consent. Service Provider Personnel will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, the same degree of care, secrecy and security measures he/she takes to protect his/her own confidential information of a similar nature. Service Provider Personnel will segregate Confidential Information from the confidential materials of third parties to prevent commingling.

**4. Disclosures to Governmental Entities.** Service Provider Personnel may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Service Provider Personnel: (a) gives Amazon prior written notice sufficient to allow Amazon or any of its Affiliates to seek a protective order or other appropriate remedy; (b) discloses only such information as is required by the governmental entity; and (c) uses commercially reasonable efforts and lawful means to obtain confidential treatment for any Confidential Information so disclosed and minimize the extent of such disclosure.

**5. Ownership of Confidential Information.** All Confidential Information and patents, copyrights, trade secrets, trademarks or service marks or logos (whether registered or not, with or without goodwill) and other intellectual property rights, title or interests therein (collectively referred to as "**Intellectual Property Rights**") will remain the exclusive property of Amazon or its Affiliate, as may be applicable. Disclosure of Confidential Information under this Agreement by Amazon or its Affiliate will not constitute an express or implied grant to Service Provider Personnel of any rights to or under Amazon's or its Affiliate's Intellectual Property Rights.

**6. Notice of Unauthorized Use.** Service Provider Personnel will notify Amazon immediately upon discovery of any suspected unauthorized use, copying or disclosure of Confidential Information or any other breach of this Agreement. Service Provider Personnel will cooperate with Amazon or its Affiliates in every reasonable way to help Amazon or its Affiliates regain possession of such Confidential Information and prevent its further unauthorized use or disclosure.

**7. Return / Destroy or Discontinue Use of Confidential Information.** Service Provider Personnel will return, deliver, remove or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request, regardless of how the Confidential Information is embodied at the date of request. Amazon may at any time, at its sole discretion, require the Service Provider Personnel to discontinue the usage of any or all Confidential Information and at Amazon's option, Service Provider Personnel will provide written certification of his/her compliance with this Section 7.

**8. Injunctive Relief.** Service Provider Personnel acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Amazon or any of its Affiliates, for which monetary damages may be difficult to ascertain or an inadequate remedy. Service Provider Personnel therefore agrees that Amazon and/or its Affiliate will have the right to simultaneously, in addition to its other rights or remedies, to seek injunctive relief as a remedy or to prevent or curtail any actual or threatened breach by the Service Provider Personnel of its obligations hereunder or for any violation of this Agreement.

**9. Scope; Termination.** This Agreement is intended to cover Confidential Information received by the Service Provider Personnel both prior and subsequent to the date hereof. This Agreement shall be effective once signed by the Service Provider Personnel and will terminate upon the completion or termination of the Parties' business relationship; provided, however, the Service Provider Personnel's obligations with respect to Confidential Information will survive and continue indefinitely, even following the termination of this Agreement. The provisions contained in this Section 9 shall survive the termination or expiry of this Agreement.

**10. Indemnity.** The Service Provider Personnel acknowledges that a breach of this Agreement by the Service Provider Personnel could result in significant liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorneys fees and costs of appeal) (hereinafter collectively referred to as "**Losses**") to Amazon. The Service Provider Personnel agrees to indemnify and hold Amazon harmless and indemnified from and against any Losses, arising on account of the breach by the Service Provider Personnel of any of the obligations undertaken by the Service Provider Personnel under this Agreement.

**11. Miscellaneous.**

**11.1** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent service provider and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

**11.2** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of his/her or its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

**11.3** Any failure by Amazon or any of its Affiliates to enforce the Service Provider Personnel's strict performance of any provision of this Agreement will not constitute a waiver of the Amazon or its Affiliate's right to subsequently enforce such provision or any other provision of this Agreement.

**11.4** If a provision of this Agreement is held invalid under any applicable law or by a court of competent jurisdiction, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

**11.5** This Agreement is governed by the laws of India, without reference to its conflicts of law rules. All disputes or differences arising between the Parties hereto in regard to any matter relating to or connected with this Agreement, if not resolved within fifteen (15) days through discussions between the Parties, shall be referred to the arbitration of a sole arbitrator jointly appointed by the Parties, failing which there shall be three (3) arbitrators, one (1) nominated by each Party and the third presiding arbitrator chosen by the two (2) arbitrators so nominated. The arbitration shall be conducted the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended force from time to time. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bangalore. The arbitrator(s) shall pass a reasoned award in writing within four (4) months of the date of the appointment of sole arbitrator or the presiding arbitrator, as the case may be. This Section shall survive the termination or expiry of this Agreement.

**11.6 Notices.** All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered, or sent by overnight courier, receipted facsimile transmission or registered / certified mail (return receipt requested). All notices to the Service Provider Personnel will be delivered to the address set forth below the Service Provider Personnel's signatures at the end this Agreement. All notices to Amazon will be delivered to: Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi – 110019, India. Attention: Director Legal. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section 11.6.

**11.7 Survival.** The provisions contained in Sections 5, 6, 7, 8, 9, 10 and 11.5 shall survive the termination or expiry of this Agreement.

The Service Provider Personnel has executed this Agreement as of the date set forth below.

**SERVICE PROVIDER PERSONNEL**

Full Name:

**Sivasankar Jayagopal**

(Signature of Service Provider Personnel)

Date Signed: 01-July-2024

Address: 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076.

Phone No: 96764 33359

**Exhibit C**

**Service Provider Nondisclosure Agreement**

This Nondisclosure Agreement (the "**Agreement**") effective date July 1, 2024 is entered into by WinVinaya Foundation,having its office at 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076("**Service Provider**"), which term shall include its Affiliates, successors and permitted assigns or agents of any of the foregoing) through its duly authorized representative, for the benefit of Amazon Seller Services (India) Private Limited ("**Amazon**") and each of its Affiliates.

Amazon and the Service Provider are referred to individually as a "**Party**" and collectively as the "**Parties**".

The Parties agree that in connection with Service Provider's provision of products or services to Amazon, Service Provider may receive certain information, including Confidential Information (as defined hereinafter) that would be passed on or disclosed to the Service Provider by Amazon, with respect to Amazon's operations and business. Amazon and Service Provider are now agreeing to the terms and conditions on which the Service Provider shall be provided the Confidential Information. In consideration of Amazon agreeing to disclose Confidential Information to the Service Provider, Service Provider agrees and undertakes to abide by the terms of this Agreement as set-out below:

**1. Definition.** As used in this Agreement, ("**Affiliate**") means any entity in which Amazon or its group companies have directly or indirectly, certain economic interest; and "**Confidential Information**" means all nonpublic information relating to Amazon or its Affiliates disclosed by Amazon to the Service Provider, that is designated as confidential, or given the nature of the information or the circumstances, surrounding its disclosure, reasonably should be considered as confidential. Confidential Information shall include, without limitation: (a) all nonpublic information relating to Amazon or any of its Affiliate's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; and (b) all the third party information that Amazon or any of its Affiliate is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, compilations, summaries, abstracts, modifications, translations, enhancements, adaptations and computer programs, or may be in the nature of unwritten knowledge.

**2. Exclusions.** Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown, by documentation, to have been known to the Service Provider at the time of his/her receipt of such information from Amazon; (c) is received from a third party having legal right to disclose Confidential Information and who did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown, by documentation, to have been independently developed by Service Provider outside the scope of the relationship with Amazon, without reference to any Confidential Information.

**3. Use of Confidential Information.** Service Provider may use Confidential Information solely in connection with and only in pursuance of his/her business relationship with Amazon. Except, as expressly provided in this Agreement, Service Provider will not disclose Confidential Information to any person or entity, for any purpose whatsoever, without Amazon's prior written consent. Service Provider will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, the same degree of care, secrecy and security measures he/she takes to protect his/her own confidential information of a similar nature. Service Provider will segregate Confidential Information from the confidential materials of third parties to prevent commingling.

**4. Service Provider Personnel.** Service Provider will restrict the possession, knowledge and use of any Confidential Information to each of its employees and sub-contractors ("**Service Provider Personnel**") who: (a) have the need to know the specific Confidential Information in connection with their purposes set forth in Section 3 of this Agreement; and (b) have entered into the Service Provider Personnel Nondisclosure Agreement attached as Exhibit B to the Main Services Agreement between Amazon and the Service Provider. Service Provider will ensure that the Service Provider Personnel execute the Service Provider Personnel Nondisclosure Agreement attached as Exhibit B to the Main Services Agreement mentioned above and comply with this Agreement.

**5. Disclosure to Governmental Entities.** Service Provider may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Service Provider: (a) gives Amazon prior written notice, sufficient to allow Amazon or any of its Affiliates to seek a protective order or other appropriate remedy; (b) discloses only such information as is required by the governmental entity; and (c) uses commercially reasonable efforts and lawful means to obtain confidential treatment for any Confidential Information so disclosed and minimize the extent of such disclosure.

**6. Ownership of Confidential Information.** All Confidential Information and patents, copyrights, trade secrets, trademarks or service marks or logos (whether registered or not, with or without goodwill) and other intellectual property rights, title or interests therein (collectively referred to as "**Intellectual Property Rights**") will remain the exclusive property of Amazon or its Affiliate, as may be applicable. Disclosure of Confidential Information under this Agreement by Amazon or its Affiliate will not constitute an express or implied grant to Service Provider of any rights to or under Amazon's or its Affiliate's Intellectual Property Rights. Service Provider will not use any Intellectual Property Rights, or any other proprietary rights of Amazon or any of its Affiliates in any manner (including but not limited to any press release, advertisement or other promotional material) without prior written authorization for such use by the Vice President of Amazon or its applicable Affiliate.

**7. Notice of Unauthorized Use.** Service Provider will notify Amazon immediately upon discovery of any suspected unauthorized use, copying or disclosure of Confidential Information or any other breach of this Agreement. Service Provider will cooperate with Amazon or its Affiliates in every reasonable way to help Amazon or its Affiliates regain possession of such Confidential Information and prevent its further unauthorized use or disclosure.

**8. Return / Destroy or Discontinue Use of Confidential Information.** Service Provider will return, deliver, remove or destroy all tangible materials embodying Confidential Information (in any form and including without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request regardless of how the Confidential Information is embodied at the date of request. Amazon may at any time, at its sole discretion, require the Service Provider to discontinue the usage of any or all Confidential Information and at Amazon's option, Service Provider will provide a written certification of its compliance with this Section 8.

**9. Injunctive Relief.** Service Provider acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Amazon or any of its Affiliates, for which monetary damages may be difficult to ascertain or an inadequate remedy. Service Provider therefore agrees that Amazon and/or its Affiliates will have the right to simultaneously, in addition to its other rights or remedies, to seek injunctive relief as a remedy, or to prevent or curtail any actual or threatened breach by the Service Provider of its obligations hereunder or for any violation of this Agreement, without first being obliged to resort to arbitration.

**10. Scope; Termination.** This Agreement is intended to cover Confidential Information received by the Service Provider, both prior and subsequent, to the date hereof. This Agreement shall be effective once signed by the Service Provider and will terminate upon the completion or termination of the Parties' business relationship; provided, however the Service Provider's obligations with respect to the Confidential Information will survive and continue indefinitely, even following the termination of this Agreement. The provisions contained in this Section shall survive the termination or expiry of this Agreement.

**11.** This Agreement is governed by the laws of India, without reference to its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within fifteen (15) days through discussions between the Parties, shall be referred to the arbitration of a sole arbitrator jointly appointed by the Parties, failing which there shall be three (3) arbitrators, one (1) nominated by each Party and the third presiding arbitrator chosen by the two (2) arbitrators so nominated. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Bangalore. The arbitrator(s) shall pass a reasoned award in writing within four (4) months of the date of the appointment of sole arbitrator or the presiding arbitrator, as the case may be. This Section shall survive the termination or expiry of this Agreement.

**12. Miscellaneous.**

**12.1** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent service provider and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

**12.2** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of his, her or its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

**12.3** Any failure by Amazon or any of its Affiliates to enforce the Service Provider's strict performance of any provision of this Agreement will not constitute a waiver of Amazon or its Affiliate's right to subsequently enforce such provision or any other provision of this Agreement.

**12.4** If a provision of this Agreement is held invalid under any applicable law or by a court of competent jurisdiction, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

**12.5** This Agreement will be governed by the laws of India, without reference to its conflicts of law rules and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

**12.6** All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered, or sent by overnight courier, receipted facsimile transmission or registered / certified mail (return receipt requested). All notices to the Service Provider will be delivered to the address set forth below the Service Provider's signatures at the end this Agreement. All notices to Amazon will be delivered to: Block E, 14th Floor, Unit Nos. 1401 to 1421 International Trade Tower, Nehru Place, New Delhi – 110019, India. Attention: Director Legal. All notices will: (a) if delivered personally, be deemed given upon delivery; (b) if delivered by registered / certified mail or courier, be deemed given upon the date of receipt; and (c) if delivered by facsimile transmission to the facsimile number provided, be deemed given upon date of successful transmission with a delivery report. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section 12.6.

**12.7 Indemnity.** The Service Provider acknowledges that a breach of this Agreement by the Service Provider could result in significant liability, claim, damage, loss, penalty, cost or expense (including, without limitation, reasonable attorneys' fees and costs of appeal) (hereinafter collectively referred to as "**Losses**") to Amazon. The Service Provider agrees to indemnify and hold Amazon harmless and indemnified from and against any Losses, arising on account of the breach by the Service Provider of any of the obligations undertaken by the Service Provider under this Agreement.

**12.8 Survival.** The provisions contained in Sections 5, 6, 7, 8, 9, 11, 12.5 and 12.7 shall survive the termination or expiry of this Agreement.

The Service Provider has executed this Agreement through its duly authorized signatory, as of the date set forth below.

**Service Provider:**

WinVinaya Foundation

Name: Sivasankar Jayagopal

Tittle: Chairman

Signed Date: 01-July-2024

*Address for Notices*: 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076