
Purchase OrderDated: - 06th Aug, 2018

PO NO.: - TRN-2018-06-08-378

GST: 09AAACJ0381L1ZG

Kind Attention:

Mr. Nagabhushanam N (9945674228)

nagabhushanamn@gmail.com

Trainer's Location: Chennai

| Item | Quantity | Product/Description | Unit Price (INR) | Total Price (INR) |
|------|----------|--|------------------|-------------------|
| 01 | 18 | JAVA Front End & Backend Complete Training | 20,000/- | 1, 60,000/- |

Duration: - 13th Aug 2018 to 05th Sep, 2018 (18 days)**Total:** 18Days

GST applicable exclusive of this amount.

Client/Venue –OLAM International,
Location: Singapore**Address:**

Shared after venue finalization

Training Time: 09:00 am to 6:00 pm**Bill to** JK Technosoft Limited
F-3, Sector – 3 Noida-201301

Concerned person from JKT – Amar Singh (9540205055)

Billing Address/Invoice To:JK Technosoft Limited
F-3, Sector-3,
Noida, U.P-201301

**Note: 1) 30 Days after receipt of invoice
2): GST Applicable on mentioned amount.**

Terms and Conditions:

1. Pre/Post Assessment tests should be conducted in the beginning and end of the training respectively.
2. Feedback forms should be duly filed by every participant post completion of the training.
3. Invoice should be submitted by the trainer on successful completion of training.

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDER

1 GENERAL: Vendor has to sign, date and stamp, copy of the Purchase Order as a token of his acceptance in entirety and returns the same to JKT within ten days, else the same will be deemed to have been accepted and will become legal binding on either party. By accepting this Purchase Order, and/or performing hereunder, Vendor agrees to comply fully with the terms and conditions of purchase set forth in this document. Acceptance of this Purchase Order is expressly limited to the terms and conditions of this Purchase Order and none of the Vendors terms and conditions shall apply in acknowledging this Purchase Order or in the acceptance of this Purchase Order. Acceptance by JKT (herein after called #JKT#) of the goods or services delivered under this Purchase Order shall not constitute agreement to Vendor #s terms or conditions. Vendor may not deliver under reservation.

2 PRICE: This is a firm price order. Unless otherwise specified in writing by JKT, price mentioned in this Purchase Order (herein after called #PO#) is firm and no price variation on any account will be allowed. Unless otherwise specified the prices to include all kind of taxes, duties, transit insurance, insurance coverage for storage, testing and commissioning if any, etc.

3 TIME OF DELIVERY: Time of delivery is of the essence of this order. If the delivery date shown above cannot be met, the Vendor shall inform JKT immediately. In such an event, JKT may at its sole discretion terminate the PO or ask for damages. Such notification shall not, however, constitute a change to the delivery terms of this order except as the order may be modified in writing by JKT. Back orders or partial deliveries are not acceptable without JKT approval.

4 PACKAGING, PACKING LIST, BILL OF LADING AND INVOICE: In case of Material, Vendor shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. JKT's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. The description of goods or services in the invoice and other shipping documents shall be identical to the description contained in the Purchase Order.

5 TITLE, RISK OF LOSS: Title shall pass to JKT upon JKT#s receipt of goods at destination. Risk of loss of all goods shall remain in Vendor until receipt by JKT at destination, unless otherwise specified in this Purchase Order.

6 INSPECTION: All goods and services furnished hereunder will be subject to inspection and test by JKT at all times and places and will be subject to JKT's final inspection and approval within a reasonable time after delivery. JKT may reject goods and services not in accordance with JKT's instructions, specifications, drawings, data, or Vendor's warranty (expressed or implied), or for untimely delivery. JKT may return rejected goods to Vendor at Vendor's expense and JKT shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall JKT incur any liability for payment for rejected goods or services.

7 EXTRA CHARGES: No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by JKT. All goods must be forwarded in accordance with JKT's shipping instructions; otherwise the difference in freight rate will be charged to Vendor.

8 SUBSTITUTIONS: No substitution of materials or accessories may be made without written permission from JKT.

9. TERMS OF PAYMENT: Invoices shall be dated no earlier than date of shipment or delivery of goods or services. The discount/credit period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices forty five (45) days after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later. If payment is to be made against letter of credit then, all bank charges and stamp duties payable outside INDIA in connection with payments to be made under the Purchase Order shall be borne by the Vendor. All Indian bank charges shall, however, be borne by JKT. Payment will be made in full subject to tax deduction at source at the statutorily applicable rates. Vendor shall submit necessary documents to enable us to claim CENVAT. The contents of this clause shall be firm unless otherwise specified.

10. GOVERNING LAW: This Purchase Order shall be governed and construed in accordance with the laws of INDIA and will be in the jurisdiction of the courts in Delhi, INDIA.

11. WARRANTY: By accepting this Purchase Order, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with JKT's specifications, drawings, and data, and that such goods will be fit for the JKT's intended use, and that

Vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon JKT's request, Vendor shall furnish JKT with a formal waiver or release of all liens by JKT and/or JKT's suppliers.

12. NO QUANTITY GUARANTEES: JKT makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or amount of goods or services will be procured through the Purchase Order.

13. NON ASSIGNMENT CLAUSE: This Purchase Order shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Purchase Order and/or any Supplemental Agreement without the prior written consent of JKT. Any attempt to assign this Purchase Order without the written consent of JKT is null and void.

14. INDEMNIFICATION CLAUSE: Vendor shall defend, indemnify and hold harmless JKT, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including

attorney's fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees in the execution or performance of this Purchase Order. The Vendor shall defend, indemnify and hold harmless JKT, its

officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or

intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend against any and all such claims

at Vendor's expense, whether or not such claims become the subject of litigation. JKT will provide reasonable assistance in the defense of such claims if so requested by the Vendor.

15. CONFIDENTIALITY CLAUSE: Unless otherwise agreed by JKT in writing, Vendor shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by JKT to Vendor in connection with Vendor's performance of this Purchase Order or prepared by Vendor specifically for JKT pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information (Confidential Information). Vendor shall not make any copies of Confidential Information except as specifically authorized by JKT in writing. At the completion of this Purchase Order, or upon JKT's request, Vendor shall promptly return to JKT all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Vendor's possession. Vendor shall use Confidential Information solely for Vendor's performance of this Purchase Order for JKT, and Vendor shall not, without JKT's written consent, directly or indirectly use Confidential Information or information derived there from in performing services or providing goods for any other customer of Vendor, or any other person or entity.

16. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG): If required and so mentioned by JKT in writing, the Vendor, shall within fifteen days of the receipt of Purchase Order, will be required to submit contract cum performance bank guarantee in the form of bank guarantee issued by an Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Vendor and from any reputed International Bank or Indian Scheduled Bank in case of foreign Vendor, may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letterhead. The validity of Contract-cum-Performance Bank Guarantee shall be for 120 days beyond guarantee/warranty period of the goods supplied, for 10% value of Purchase Order.

17. INVALID TERM OR CONDITION: If any term or condition of this Purchase Order shall be held invalid or unenforceable, the remainder of this Purchase Order shall not be affected and shall be valid and enforceable.

18. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION: Vendor and JKT agree to the following (i) a party's failure to require strict performance of any provision of this Purchase Order shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes

not resolved in the normal course of business, the dispute shall be referred to

a sole Arbitrator who shall be an independent and neutral third party identified by JKT; (iii) the place of arbitration shall be Delhi; (iv) the Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings; (v) the arbitration proceedings shall be in the English language; (vi) actions or proceedings arising from this Purchase Order shall be heard in a court of competent jurisdiction in Delhi.

19. MODIFICATION OF PURCHASE ORDER TERMS AND/OR AMENDMENTS: The PO may only be modified or amended upon mutual agreement of JKT and Vendor. Additional terms and conditions, which do not conflict with the Purchase Order, may be stated within the Supplemental Purchase Order and given effect. Changes, modifications, waivers, additions or amendments to the terms and conditions of

this Purchase Order shall be binding on JKT only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of JKT.

20. LIQUIDATED DAMAGES CLAUSE: The material is to be supplied as per the schedule given in the Purchase Order. The Vendor will have to pay to JKT by way of liquidated damages and not as penalty, an amount equal to ½% (one half

percent) of the Purchase Order price of the material so delayed for each week of such delay in delivery to a maximum of 5% (five percent) of such price.

21. FORCE MAJEURE: JKT or Vendor may be excused from performance under this Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to

ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such

nonperformance shall not be deemed a default or a ground for termination.

22. TERMINATION FOR CONVENIENCE: JKT may terminate this Purchase Order, in whole or in part, by giving the other party thirty (30) days written notice. Vendor shall not have the right to terminate for convenience under this agreement.

23. TERMINATION FOR CAUSE: Either JKT or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Purchase Order arising here under. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Purchase Order.

24. JKT RIGHTS UNDER TERMINATION: In the event this Purchase Order expires or is terminated for any reason, JKT shall retain its rights under the Purchase Order issued with respect to all goods or services ordered and accepted prior to the effective termination date, but no new supplementary Purchase Orders may be issued to the Vendor.

25. VENDOR RIGHTS UNDER TERMINATION: In the event this Purchase Order expires or is terminated for any reason, a Vendor will receive all amounts due for goods or services ordered and delivered to JKT prior to such termination.

26. ENTIRE AGREEMENT: This agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase Order or in these General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Vendor and JKT, or their representatives, or

any other document forming part of the solicitation of quotes, negotiations & discussions between Vendor and JKT with respect to the subject matter are hereby superseded. Unless superseded by a specific signed agreement between JKT and Vendor and to the extent that such agreement specifically rejects any terms and conditions in a Purchase Order, the terms and conditions of such agreement

shall prevail over this Purchase Order or these General Terms and Conditions.

27. Miscellaneous: Where the Vendor is not the OEM, in addition to its own Serial Number & Part Number, Model Number, the Vendor should also state OEM#s

Serial Number & Part Number, Model Number on Commercial Invoice and Packing

list. The Vendor is further required to Identify Part Number/Serial Number/Model Number in a printed or other Form in addition to sticker

specifying the Serial Number & Part Number, Model Number on the Physical item.

28. Vendors are mandatorily required to quote their PAN in the invoices, debit notes and credit notes that they raise on JKT, failing which tax at 20% shall be deducted on the invoice, as per the applicable Indian laws.

29. The supplier agrees to strictly comply with and adhere to the terms and conditions in Government of India, Ministry of Communications & IT, Department

of Telecommunications (DOT) letter no. 815-66/2011-DS dated 03/6/2011 (hereinafter referred to as #the Amendment# which forms part thereof), In this regard the supplier understands and acknowledge that the DOT shall have the right to recover a penalty upto Rs. 50 Crs. from JKT for any security breach caused due to inadvertent/ inadequacy and in such an event JKT shall have the right to recover from the supplier such penalty amount as may be levied by the DOT on JKT in terms of the Amendment, including blacklisting of the Vendor. Without prejudice to the foregoing, the supplier shall indemnify JKT in terms of the Amendment, for any penalty, legal action, claims, whatsoever that may be taken against JKT by the DOT on account of any.;

i. acts or

ii. omission or

iii. inadequacy or

iv. failure to meet the relevant requirements prescribed in the amendment by the supplier in this regard.

The supplier further agrees to sign expeditiously with JKT an agreement to be mutually negotiated based on the format recommended by DOT along-with the Amendment.

30. The passive infrastructure equipments such as Connecting cables, Passive Antennas, VSAT Antennas, Connectors, and Splitters & Combiners would not fall under the network elements and therefore clause no. 29 will not be applicable.

31. This PO will be valid for six months from the date of issuance or till the contract period mentioned in the PO.

32. Anti-Bribery & Anti-Corruption

The Vendor shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will not take any action or fail to take any action that would cause JKT (# JKT #) or any of its affiliates to fail to comply with any applicable anti-corruption legislation. Throughout the term of the PO, the Vendor shall maintain in place its own policies and procedures to ensure compliance with the preceding sentence and will enforce them where appropriate;

- The Vendor confirms that this PO was awarded to it in a fair and transparent selection process;
- The Vendor agrees and acknowledges that it has read and understood the

Anti-Bribery and Anti Corruption Policy agrees to comply with ABAC Policy of JKT. It confirms that no gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Vendor or any of directors, senior executives, offices or other employees (whether permanent, fixed-term or temporary), consultants, contractors or agents (such personnel, collectively, # Executive(s)#) of the Vendor to any JKT Executive or members of their immediate families with a view toward securing a favorable treatment from JKT. If JKT has cause to believe that the Vendor or any Executive of the Vendor has violated the provisions of this Section or behaved unethically or unlawfully under, or in connection with, this PO, JKT shall terminate this PO immediately with no further obligations to the Vendor and shall further blacklist the Vendor and its affiliates. Also, the Vendor shall promptly report to JKT by way of an email to whistleblower@JKT.com any request or demand for any undue financial or other advantage of any kind received by it in connection with this PO in violation of the ABAC Policy. In addition, the Vendor will immediately notify JKT in writing

if a government or public official becomes an officer or employee of the Vendor organization or acquires a direct or indirect shareholding interest in the Vendor organization. The Vendor warrants that as of date, there are no government or public officials who are officers, employees or direct or indirect owners of the Vendor organization;

iv) The Vendor shall ensure that any person associated with them, in providing goods or performing services in connection with this PO does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Vendor under this PO. The Vendor shall be responsible for the observance and performance by such persons of the relevant

terms under this PO. For the purposes of this section, a person associated with the Vendor includes but is not limited to any subcontractor or service provider of the Vendor;

Failure to comply with the provisions of this section shall constitute a material breach. Upon such failure, notwithstanding any other provisions, JKT shall have a right to terminate this PO

immediately without any notice or cure period. In addition, the Vendor shall indemnify, defend and hold harmless JKT, JKT affiliates and its and their officers, directors, partners, employees and agents (collectively #JKT parties#) from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation) or other proceedings or of any claim, default or assessment suffered, incurred or sustained by any of the JKT parties or to which any of the JKT parties become subject, resulting from, arising out of or relating to the Vendor #s breach of this section.

Additional Information:

Payment related queries may please be raised to below persons:

1st level escalation Amar Singh -amar.singh@jktech.com (Noida)

2nd level escalation Monika Ranjan – monika.ranjan@jktech.com (Noida)