

Draft

AGREEMENT

This Agreement is signed on this day **Nineteen day of July year Two thousand seventeen** for the coordination of 3D Printing Technology Certification Course and Training Program in educational institution.

BETWEEN

US INSTITUTE OF 3D TECHNOLOGY INDIA PRIVATE LIMITED, with Regd. Office at 942, First Floor, Nehru Road, Arjun Nagar, Kotla Mubarakpur, New Delhi-110003, India, A fully owned subsidiary of US INSTITUTE OF 3D TECHNOLOGY, California, USA, through its authorized representative Dr. Yogi Gandhi hereinafter called **First Party**

AND

Silver Oak College of Engineer and Technology having its office at 352-353 A, Near Bhavik Publication, Opp. Bhagvat Vidhyapith, S.G. Highway, Gota, Ahmedabad, India through its signatory(s) Mr. Shital O. Agrawal hereinafter called **Second Party**

WHEREAS **First Party** is having enough expertise, experience and technical know how about 3D Printing Technology and **Second Party** has enough experience of coordination and marketing of such projects in its educational institutions.

NOW with mutual consent, both parties have joined and the following points of terms and conditions that are now part of Agreement:

- A. The **Second Party** understands that the **First Party** has disclosed or may disclose information relating to a business proposal for introducing 3D printing Technology to Indian education markets which to the extent previously, presently, or subsequently disclosed to the **First to the Second Party** is hereinafter referred to as "Proprietary Information" of the **First Party**.
- B. In consideration of the disclosure of Proprietary Information by the **First Party, the Second Party** hereby agrees:
 - (i) To hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the **Second Party** employs with respect to its own confidential materials),
 - (ii) Not to disclose any such Proprietary Information or any information derived therefrom to any third person,



- (iii) Not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the **First Party**, and
 - (iv) Not to copy or reverse engineer any such Proprietary Information. The **Second Party** shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement
- C. Without granting any right or license, the **First Party** agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the **Second Party** can document
- (i) Is or becomes (through no improper action or inaction by the **Second Party** or any affiliate, agent, consultant or employee) generally available to the public, or
 - (ii) Was in its possession or known by its prior to receipt from the **First Party** as evidenced in writing, except to the extent that such information was unlawfully appropriated, or
 - (iii) Was rightfully disclosed to it by a third party, or
 - (iv) Was independently developed without use of any Proprietary Information of the **First Party**. The **Second Party** may make disclosures required by law or court order provided the **Second Party** uses diligent reasonable efforts to limit disclosure and has allowed the **First Party** to seek a protective order.
- D. Immediately upon the written request by the **First Party** at any time, the **Second Party** will return to the **First Party** all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
- E. The **Second Party** understands that nothing herein
- (i) Requires the Discloser of any Proprietary Information or
 - (ii) Requires the **First Party** to proceed with any transaction or relationship.
- F. The **Second Party** further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the **First Party**, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the **Second Party** or its advisers; it is responsible for making its own evaluation of such Proprietary Information.
- G. The failure of **either party** to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. **Neither Party** shall assign or transfer all or any part of its rights under this Agreement without the consent of the **Other Party**. This Agreement may not be amended for any other reason without the prior


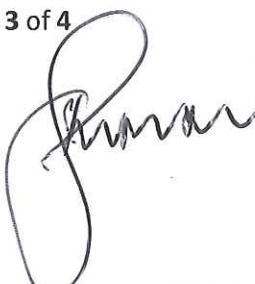


written agreement of **Both Parties**. This Agreement constitutes the entire understanding between the **Parties** relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, saves as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

- H. Presentation, counseling if required will be given to students by **First Party** at a place, time and number of students decided by **Both Parties**
- I. That **First Party** will install varieties of 3D Printers as required, and other necessary technical equipment related to 3D technology in the University/College
- J. That Teaching staff and Instructors will be provided by **First Party**
- K. That during tenure of training, all training material, brochures, pamphlets, study materials, instruction manuals including limited raw material for the students will be provided by **First Party**
- L. **Second Party** along with educational Institution will ensure the safety and security in all cases including to accident, theft, damage of the properties, etc. and they will jointly be responsible for the same.
- M. The **First Party** will cover the following topics (besides other topics) in the curriculum:
 - 3D Printing Technology Historical Review
 - Introduction to 3D Printing
 - Introduction of Designing in 3D Printing
 - Concept of 2D Drawing and 3D Drawing
 - Basic shapes identification of 3D Printing
 - Printing through 3D Printing Pen & Printer
- N. **Second Party** will be responsible to enroll the students and make the arrangements collect the fees. They are expected to register at least 450 students.
- O. **First Party** will receive 30% of fees collected for royalty, 3D Printers and related equipment.
- P. Total gross revenue minus 30% royalty etc. minus expenses= gross profit, will be divided between by **Both Parties**.

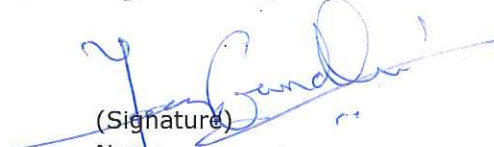
The following heads are representative of the operating expenses mentioned above:

- (i) Space cost 2000 sq. Ft.
 - (ii) Electricity
 - (iii) Water/ utilities
 - (iv) Office staff
 - (v) Instructors
 - (vi) Counselor
 - (vii) Raw material
 - (viii) Office supply
 - (ix) Phone/internet
- Q. Coordination and marketing will be the responsibility of the **Second Party**. **Both parties** will get involved in market promotion.
 - R. **First Party** will provide qualified instructors for the course.



S. This Agreement shall be governed by the laws of the jurisdiction in which the **First Party** is located (the "Territory") and **Both Parties** agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory. Or it is agreed that in case of any dispute, what so ever it may be, will be decided with mutual agreed arbitrator whose decision will be final and binding on **Both Parties**.

Now this agreement signed between **Both Parties** on date as mentioned above


(Signature)
Name
Address
FIRST PARTY


Witness
Signature
Name
Address


(Signature)
Name
Address
SECOND PARTY




Witness
Signature
Name
Address

