

CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is made and effective as of **27 January 2016** ("Effective Date"),

BETWEEN

iKnowlation Research Labs Pvt. Ltd (the "Consultant"), a company organized and existing under the Indian Company laws, 1956 or further with its principal office located at: A-30, Amod Apartments, Off FC Road, Model Colony, Pune - 411 016, Maharashtra, INDIA

AND

CMR Technical Campus,
Kandlakoya (V), Medchal Road, Hyderabad, Telangana – 501401

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. Consultation Services

The Institute hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement: The consultant will consult with the officers, employees, or agents of the Institute concerning matters relating

1. Guidance and consultation related to Building incubation center
2. Technical inputs to incubating companies
3. Helping Institute and companies to come up with business models
4. Guiding in overall growth path of these companies
5. Guiding and strategizing regarding internal startup program
6. Provide guidance in product building
7. Provide guidance related to Business and product life cycles
8. Awareness about innovation
9. Innovation Strategy
10. Knowledge Management and Machine learning related guidance to effectively using technologies and generally any matter arising out of the business affairs of the innovation aspects incubation center of the Institute.

2. Terms of Agreement

This agreement will begin as of Effective Date and will last for a period of 3 years.

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3. Place Where Services Will Be Rendered

Consultant will visit once in two month to the CMR campus at Hyderabad for consultation as per mutual convenience. Mutually both parties can decide in case of there are more visits required. The Institute will arrange and bear expenses of Consultant's visit and stay at Hyderabad or any other place if required for consultation. The Consultant will also support in accordance with this contract remotely and using telephonic, videoconferencing and remote connectivity.

4. Payment to Consultant

The Consultant will be paid a monthly retainer of INR 35,000 ("Retainer Fees") for the work performed in accordance with this Agreement. The Consultant and Institute will ensure an interaction of minimum of 15 hours a month in the retainer fees. The Consultant will be paid INR 2500 per hour for any additional hours required to be put in by the Consultant for the purpose of this Agreement. The Consultant will maintain a time log along with the Institute personnel and will produce it in case he wants to claim for more hours. The Consultants will be paid the Consulting fees every month within 2 weeks after submission of invoice for the month, during the term of this agreement.

5. Independent Contractor

Both the Institute and the Consultant agree that the Consultant will act as an Independent Contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes arising out of the Consultant's activities in accordance with this Agreement.

6. Representation and Warranties

The Consultant represents and warrants that its relationship with the Institute will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity. Further, Consultant acknowledges that a condition of this relationship is that it has not brought and will not bring or use in the performance of its duties at Institute any proprietary or confidential information, whether or not in writing, of a former employer without that employer's written authorization. Breach of this condition results in automatic termination of this Agreement, as of the time of such a breach.

The Consultant further indemnifies the Institute and its directors, employees, agents from any and all claims by any external entity, Institute or previous employer of the Consultant for using any proprietary or confidential information by the Consultant of its own or from its previous engagements with other parties. In case Consultant builds Intellectual Property (IP) in association with Institute the IP will be owned by Consultant as well as Institute. There will not be obligation of any IP on any party unless specially signed separately.

7. Confidential Information

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personnel, product related, future product related, business plan, marketing, sales, customers, financial or other affairs of the Institute will be treated by the Consultant in full confidence as Confidential Information, whether provided orally or in written, and will not be revealed to any other persons, firms or organizations.

8. Proprietary Information

The Consultant shall comply with any reasonable rules established from time to time by Institute for the protection of the confidentiality of any Proprietary Information.

The Consultant shall help institute to create IP, file patents and also guide individuals to convert IP into business at incubation center. The consultant will work closely with institute in interest of institutes growth and making it one of the renowned innovation center.

9. Assignment

Institute and incubation companies shall own as its sole and exclusive property, and Consultant agrees to co-own, transfer as agreed, and convey and or its authorized nominees all of his or her right, title and interest in and to any and all said "ideas" that are generated in incubation center, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that There is no obligation on consultant and he will own the rights of products and information those are developed by him and not directly related to ideas developed in incubation center.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Omeddy 27.1.16
INSTITUTE (CMR Technical Campus)
Authorized Signature **Director**
CMR Technical Campus
Kandlakoya (V), Medchal Road.
Hyderabad - 501 401.

Parag Kulkarni
CONSULTANT (iKnowlationResearch Labs Pvt. Ltd.)
Authorized Signature, Dr Parag Kulkarni, CEO

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