

കേരളം KERALA

AGREEMENT

DV 916138

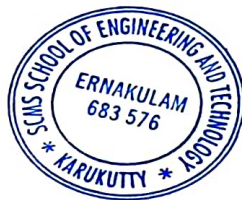
This Agreement (Agreement) entered on 15<sup>th</sup> day of December in Year 2022 at Kochi, between KNITSTART VENTURES LLP, a Limited Liability Partnership formed under section 12(1) of the Limited Liability Partnership Act 2008, having corporate office at, Carnival House, Near Dindoshi Fire Station, Gen.A.K.Vaidya Marg, Off Western Express Highway, Malad(E), Mumbai – 400 097 and registered office at CN10, Church Nagar, Angamaly, Kerala – 683 572 and (hereinafter referred to as “Company” which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

SCMS School of Engineering & Technology, Kerala (SSET), an educational organisation registered under the relevant rules and regulation of Kerala State, having its office at Vidya Nagar, Palissery, Karukutty, Emakulam, Kerala, Pin - 683 576 (hereinafter referred to as "SSET" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Second Part,

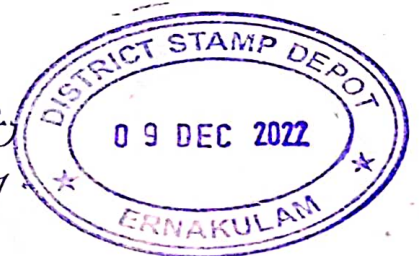
(The Company and the SSET are hereinafter individually referred to as “Party” and collectively as “Parties”).

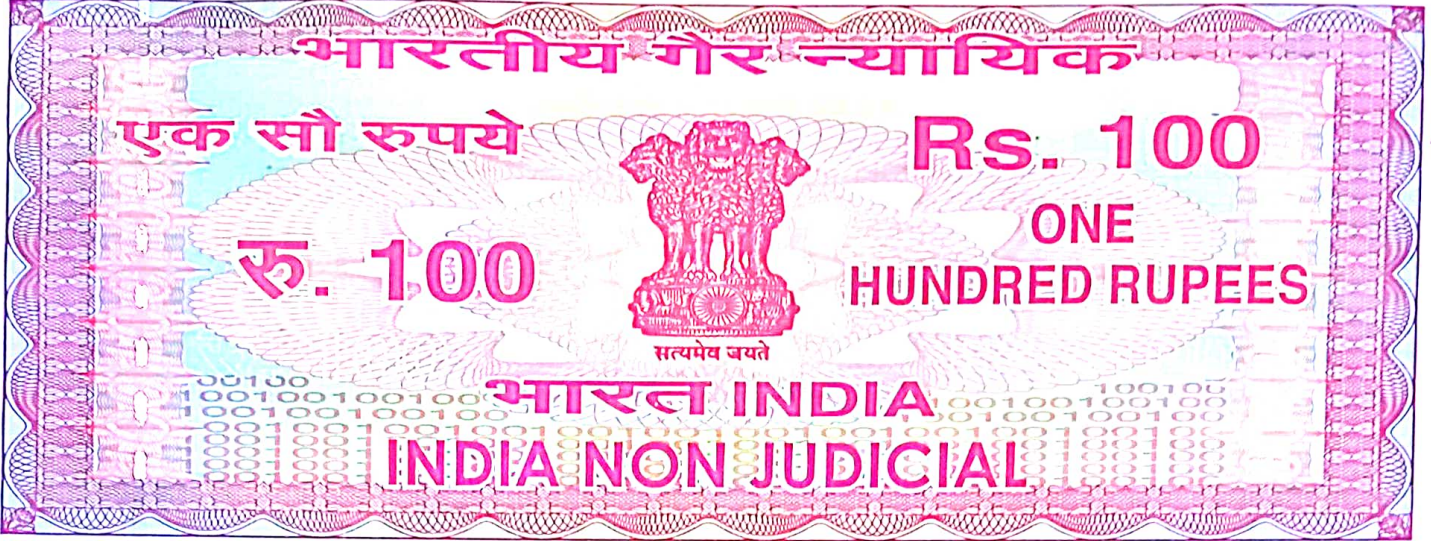
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No: 67973 Date: 14-12-22  
Value of Rs. 100/-  
Sold to: SCMS School of Engineering & Technology, Karukutty  
To be linked with S No: .....

R. AYYAPPA MENON  
STAMP VENDOR  
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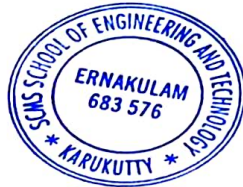


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WHEREAS

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DV 916139

1. The Company is engaged in business of (i) Neutral Workshop upgradation through productivity enhancement through various means (ii) Supporting through sales and services of Automotive Diagnostic equipment (iii) providing diagnostic back end support and training, (iv) setting up selected partner outlets across various geographies in the country, (v) selling other productivity tools that enhance the working environment of neutral workshops, (vi) provide workshop management system software. Company is desirous to take support from SSET to identify interns, candidates who are desirous to enhance real time knowledge through collaborating and dedicating time in the neutral workshops, as well as having a hands on experience of the industry, both from technical as well as sales standpoint
2. Based on discussions and mutual interest, SSET has agreed to participate in the program and provide interns as well as candidates who are pursuing their career interest in automotive sector in technical enhancement of diagnostics as well as sales and services as mentioned in clause 1.
3. The condition of agreement would be that both parties would not be liable for any of the outcome derived through the activities conducted as a part of the program by participating members, considering that there would be no formal or legal control on them for both parties.

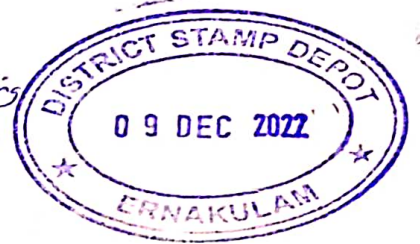


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No: 6797h Date: 11.12.22  
Value of Rs. ....  
Sold to: .....  
To be linked with Sl No: .....

R. AYYAPPA MENON  
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Sems school of Engineering  
& Technology Karukutty.



**A. NOW THIS AGREEMENT WITNESSETH AS UNDER**

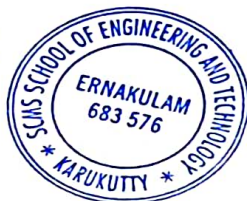
1. As per the mutual agreement Company has agreed to intake specific number of interns from SSET, and give exposure to them on the below aspects of Automotive industry, specifically in Passenger Vehicle Services in Neutral Workshops/Garage in the area of Diagnostics, and related aspects. For avoidance of doubt, the internship would be for minimum 3 [Three] months with specific focus areas as below-
  - a. Technical: Overview of Diagnostics and its relevance – Hands on at our Technical facility at Trivandrum [Maximum of 3 days]
  - b. Technical: Enhance knowledge by spending time at designated neutral workshop, by hands on training [Maximum 2 Weeks]
  - c. Industry Landscape: Identify and testimony the learnings, with knowledge gathering of above information at 150 neutral workshops, assimilate the information, and present a summary at the end of the program. For avoidance of doubt, an intern will meet maximum of 4, and minimum of neutral workshops in a day for a maximum of 45 working days through two months span, in a allocated geography under Company's channel partner/s [Maximum 60 days]
  - d. Concluding Internship: summarising the learnings and presenting a brief synopsis to Company and SSET
  - e. Opportunity Analysis : Upon successful completion of the internship, based on wish from intern/s, if to remain associated with the Company, its channel partners, associates, the same can be actively considered based on then requirements, subject to the terms and conditions put in place, as well as with no geographical restrictions.
2. In order to facilitate the same and the operationalise parties has agreed to perform the roles and responsibilities as herein after appearing.
3. The Parties recognize that discharge of the roles and responsibilities is essential for successful implementation of the project.

**B. RESPONSIBILITIES OF COMPANY**

The Company hereby agrees and undertakes to comply with the following;

1. The Company will indicate the tentative number of openings that can be kept for internship, in each period, term, for advance planning
2. The Company will clearly define the plan and desired outcome of the program
3. The Company will initiate the technical training and initial onboarding as mentioned in clause A, to equip the interns for market visits
4. The company through its single point of contact, would introduce its local Channel Partner (CP) to the respective branch, who will be the primary point of contact at each location, primarily within Kerala.

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5. The Company through its CP will plan market visits as per the understanding in clause A, enabling the interns to have clarity on the deliverables
6. The Company will help to conduct the work in a structured way, but putting a mechanism for IWS visit and recording of inputs from each location for further use
7. The company will help to get all support as appropriate within feasible limits to have a conducive environment of association of interns with various intermediaries, as applicable from time to time, for a successful completion of the program
8. Upon successful completion, completion certificate with an appreciation would be handed over in presence of SSET authorities to mark the conclusion.

### **C. RESPONSIBILITIES OF SSET**

SSET hereby agrees and undertakes to comply to the following

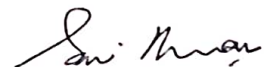
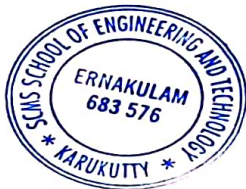
1. SSET would identify and depute candidates for internship based on the skillsets, and keenness to participate in the program
2. The program can be divided into two parts, 1) Technical 2) Techno Commercial
3. Based on the interest of candidates, the appropriate allocation of any of the two parts can be informed, enabling company to plan appropriately
4. SSET would help to timely monitor the progress, with periodic milestones, where in the same would be done between SPOC from each sides.

### **D. PROCEDURE**

The procedure involved in the entire program would be as below

1. On mutual agreement, both parties would sign the MOU, to roll out the process
2. Parties would decide upon the total number of candidates/interns for the program
3. Candidates would sign the Program terms, for proper understanding, and in case of any clarifications would validate it with Company SPOC
4. The Company shall allocate locations, based on availability to enable candidates / interns to start the program
5. Candidates / Interns would complete the program in the stipulated location within the allocated time lines
6. Candidates / Interns would submit a report on the learnings/conclusions to Company & SSET
7. Upon successful completion and objective attainment, completion certificate would be issued by company

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**E. OTHER PROVISIONS**

1. Company will not be responsible for any outcome which is not relevant to the program, or conduct, interactions with related parties, and similar. For avoidance of doubt, the candidates/interns have to do the due diligence while or in progress of program, and interactions, to make sure that there are no communications, interactions with any parties, or related which can create any kind of undesired, reverse impact, both for Company and SSET
2. Company will not be responsible for any kind of loss or similar incidents to candidates/interns related to any aspect of safety, financial and others, and it has to be solely taken care by the individuals
3. Company will not be giving any financial assistance to any candidates/interns, during the program, unless and until there is a clear understanding between the parties on any of such terms.
4. Candidates will use their own assets, commuting mechanisms, and similar requisites to make sure that the objectives are being met, based on the program enrolled in.
5. In an event of doubt, candidates/interns, parties would clarify the same through appropriate dialogues to remove the ambiguity and move further

**F. REPRESENTATION, WARRANTIES & COVENANTS**

The Company hereby represents, warrants and covenants that it has assured, confirmed and undertaken to the SSET, as follows in order to urge and make the SSET to enter into this Agreement and the other documents. These representations and warranties shall survive even after termination of this Agreement and the other documents.

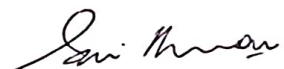
1. Nothing in this Agreement conflicts with any provisions of the Company's constitutional documents
2. The execution and performance of this Agreement does not and shall not violate any provisions of any existing agreement with any party.
3. The Company hereby declare that the information and data furnished by it to the SSET is true and correct, and vice versa
4. The Company agrees and undertakes to provide such co-operations as the SSET reasonably requests in order to give full effect to the provisions of this Agreement.

**G. EVENTS OF DEFAULTS & REMEDIES**

One or more of the events specified in this section shall be an event of default by the parties for the purpose of this Agreement.

1. Default in allocating candidates/interns by SSET
2. Default in allocation of Program after successful allocation of candidates/interns by SSET, however not deputing them further for the Program by Company

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3. Candidates/Interns not completing the program, in the desired manner of within stipulated conditions

If an agreed number or more of the Events of Default happens, the parties may;

1. Revisit the program, and do due diligence to put the same back to track
2. In case of non cooperation of candidates/interns, either replacement of reduction of desired numbers would be initiated on mutual consent

## H. MISCELLANEOUS PROVISIONS

### i) Notices

All notices, requests and other communications, which shall be or may be given pursuant to this Agreement shall be sent by registered mail to respective SPOC set forth herein before in this Agreement. Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other party's address. Any alteration or change in the addresses of each of the parties hereto shall be notified in writing to the other party hereto without undue delay.

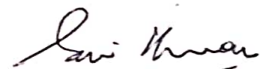
### ii) Amendment

No amendment or change hereof or addition hereto shall be effective or binding upon any of the parties hereto unless the same is made in writing with specific reference to this Agreement and executed by the parties hereto.

### iii) Severability

If any provision of this Agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the intended economic, legal and commercial objectives of the invalid or unenforceable provision.

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**iv) Effective Date of this Agreement**

This Agreement shall become binding on the Company and the SSET on and from the date herein written. It shall be in force till all the monies due and payable under this Agreement are fully paid off by the IWS to the satisfaction of the SSET.

**v) Assignment & Novation**

Any assignment would be on mutual consent, and would be recorded for future use.

IN WITNESS WHEREOF THE Company has caused its Common Seal to be affixed hereto on the day, month and year first herein written and the SSET has caused the same to be executed by the hand of its authorised official as hereinafter appearing.

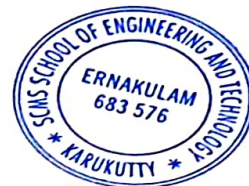
**Mr. Sasi Menon,**  
Director,  
Carnival Group of Companies.

Date : .....



**Prof. Pramod P Thevannoor,**  
Vice Chairman,  
SCMS Group of Educational Institutions.

Date : ...15/12/2022





KNITSTART VENTURES LLP

CIN: AAP-1967

## TO WHOME IT MAY CONCERN

This is to certify that Mr. AMAL A third year B.tech in Automobile Engineering, student of SCMS SCHOOL OF ENGINEERING & TECHNOLOGY, has successfully completed **7 days of internship** from May 22nd to May 28th at Automotive Diagnostic Centre **partnered between KNITSTART VENTURES LLP & CANDOUR AUTOTECH.**

The insight of program was gaining hands-on experience in automobile mechanism, maintenance & significantly in On-Board Diagnostics (OBD). Received specialized training from industry experts in operating Jumstart Launch scanning tools and other premium OEM scanning tools, enhancing proficiency in advanced diagnostic techniques. The surveys conducted in multiple workshops to gather insights into the application and significance of OBD scanning tools within the automotive industry.

The certificate is awarded in recognition of his dedication, commitment and successful completion of the internship program.

**KNITSTART VENTURES LLP**

A handwritten signature in blue ink, appearing to read "Sami M...".

**Authorized Signatory**





KNITSTART VENTURES LLP

CIN: AAP-1967

## TO WHOME IT MAY CONCERN

This is to certify that **Mr. JONATHAN C JACOB** third year B.tech in Automobile Engineering, student of SCMS SCHOOL OF ENGINEERING & TECHNOLOGY, has successfully completed **7 days of internship** from May 22nd to May 28th at Automotive Diagnostic Centre **partnered between KNITSTART VENTURES LLP & CANDOUR AUTOTECH.**

The insight of program was gaining hands-on experience in automobile mechanism, maintenance & significantly in On-Board Diagnostics (OBD). Received specialized training from industry experts in operating Jumstart Launch scanning tools and other premium OEM scanning tools, enhancing proficiency in advanced diagnostic techniques. The surveys conducted in multiple workshops to gather insights into the application and significance of OBD scanning tools within the automotive industry.

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**KNITSTART VENTURES LLP**

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**Authorized Signatory**

**CONTRACT**

**KNITSTART VENTURES LLP**  
Carnival House, Gen A.K. Vaidya Marg,  
Dindoshi, Malad (East)  
Mumbai - 400097

”  
(The “Company”)

**Mr. Kiran Antony**  
Nellisery House, Koratty  
Government Poly, Technic Koratty  
Thrissur - 680308

(The “Contractor”)

**WHEREAS:**

The Contractor has represented to the Company that he is a contractor engaged in the activities assigned by the Company and the Company is desirous of availing the expertise of the contractor on an exclusive basis which the contractor has agreed to provide to the Company on the terms and conditions recorded and contained herein:

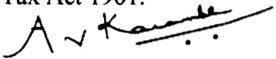
**NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Appointment terms & conditions:**

Your appointment will initially be for a period of **6 (Six) Months** i.e. from **29<sup>th</sup> May 2023** to **30<sup>th</sup> November 2023** as an **Automotive Engineering trainee** in **Automotive Department** in **Knitstart Ventures LLP**. The said contract may be extended from time to time at the sole discretion and with prior intimation from the management of the company. During this period, you agree to devote minimum 9 hours per day on assignments which is determined by the Company and/or assigned to you by the authority/ies of the company. Work/Assignment will normally be performed at **Angamaly** and work timings will be at the discretion of the Management.

**2. Contractor's Fees:**

The Company shall pay to the contractor for the expert services rendered by the contractor to the Company during the contract period Fees not exceeding **Rs.12,000 /- (Rupees Twelve Thousand Only)** per month for which he shall raise his monthly bill for the working days by 24th of each month of a Gregorian calendar month, subject to applicable statutory deductions, including Government Tax, if applicable. If the recipient makes a declaration without their PAN, then TDS or tax is to be deducted at higher rates as per Income Tax Act 1961.



**3. Exclusivity:**

The contractor shall act exclusively for the Company and shall not act as an advisor or consultant or an employee in any designation whatsoever to any other entity or person/s who has/ having a similar kind of business or working or carrying on any business in the same/ similar industry as that of the Company or any other sector.

**4. Termination**

Either party may terminate the employment by giving 30 days notice or per the prevailing regulations of the company.

**5. Company's Right to Terminate**

The services of the contractor is not found satisfactory, the contractor is found guilty either of misappropriation, defalcation, malfeasance, misfeasance or fails to account for any amount; or the contractor misconducts himself or is charged with any criminal offence; or the contractor on his frequent absenteeism from his duties without intimation.

**6. Organisation Policies:**

It is an essential condition retainer must comply with all existing, reviewed and new Company policies and procedures. Any breach of the Company policies or procedures will lead to strict disciplinary action.

**7. Anti-Sexual Harassment:**

It is the Company's policy to prohibit in our workplace any conduct, which constitutes sexual harassment. It guarantees to deal with allegations of harassment seriously, promptly and in confidence and undertakes to protect from victimization those employees who complain about sexual harassment.

**8. Confidentiality:**

The Contractor acknowledges that, during the tenure of this Agreement, the Contractor will or may have access to and become informed of confidential and proprietary information of the Company ("Confidential Information") and the Contractor further acknowledges that all such Confidential Information is and will remain at all times the property of the Company.



**9. Intellectual Property Rights:**

The Contractor expressly acknowledges that the services provided or work done by the Contractor are performed hereunder on a "work for hire" basis and the ownership of all right, title, and interest in any copyright, patent, trademark, trade secret, invention or other proprietary work, either in whole or part, arising out of the said services shall vest in the Company and the Contractor shall execute (both during and at any time after the termination of this Agreement) all appropriate documents, to perfect the Company's title in the same including but not limited to grant to the Company an unrestricted, royalty-free license to use, practice, copy and create derivatives of, and create products embodying any ideas incorporated therein.

Yours sincerely,

**For (Knitstart Ventures LLP)**

Name : **Mr. Ameya Karambe**

Signature :



Designation : **Head - Human Resources**

Dated this 29<sup>th</sup> day of May, 2023.

I have read this Contract agreement and confirm our agreement with the terms mentioned herein.

**Mr. Kiran Antony**

Signature:



Dated this 29<sup>th</sup> day of May, 2023.

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KNITSTART VENTURES LLP

CIN: AAP-1967

## TO WHOME IT MAY CONCERN

This is to certify that Mr. MELVIN C JOSHY third year B.tech in Automobile Engineering, student of SCMS SCHOOL OF ENGINEERING & TECHNOLOGY, has successfully completed **7 days of internship** from May 22nd to May 28th at Automotive Diagnostic Centre **partnered between KNITSTART VENTURES LLP & CANDOUR AUTOTECH.**

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The certificate is awarded in recognition of his dedication, commitment and successful completion of the internship program.

**KNITSTART VENTURES LLP**

A handwritten signature in blue ink, appearing to read "Soni Manan".

**Authorized Signatory**