



EXCLUSIVE LISTING AGREEMENT

This EXCLUSIVE LISTING agreement is made at **Surampalem, East Godavari District, Andhra Pradesh** on 1st day of August 2019, by and between **Younify Applications Private Limited**, a company registered under the Companies Act, 2013 [Vide CIN: U72900TG2019PTC132440] and having its Registered Office at **Plot No. 557, Flat No. 302, Sri Towers, MIG-2, Road No.2, KPHB Colony, Hyderabad, Telangana India** duly represented by its Authorized Signatory hereinafter referred to as "Younify / Younify Studio / Younify Radio / Younify Campus Radio / Younify App / Studio / Radio / Owner" (which expression unless it be repugnant to the context or meaning thereof shall mean & include its successors & permitted assigns unless the context otherwise excludes) of the First Party, and

ADITYA ENGINEERING COLLEGE
society/Trust registered under ADITYA ACADEMY vide
Reg.No. 167/1984. carrying on the activities of a college, school, university or any other government-approved educational institution, and having its Registered Office at **Aditya Nagar, ADB Road, Surampalem, East Godavari District, Andhra pradesh, INDIA.** duly represented by its Authorized Signatory hereinafter referred to as "School / College / University / Educational Institution / Institution / Partner / Entity", (which expression unless it be repugnant to the context or meaning there of shall mean and include its successors and permitted assigns unless the context otherwise excludes) of the SECOND PARTY.

Younify and the entity may hereafter be referred to collectively as the "Parties" and individually as the "Party".

Younify is into a technology-based software venture through its website www.younify.com and through its app(s) and any other online and offline offerings including, but not limited to, Younify Radio, Younify Studio and other variant carrying the term "Younify" ("Younify") developed specially for its users, customers and others.

THE PARTIES wish to enter into this Agreement on the terms and subject to the conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

1. DEFINITIONS:

- i) **"Affiliate"** shall mean with respect to Younify, any person directly or indirectly, controlled by, or under direct or indirect common control with Younify; with respect to the entity, any person directly or indirectly, controlled by, or under direct or indirect common control with the entity and "Control", "Controlled" or "Controlling" shall mean, ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in the said entity.
- ii) **"Applicable Law"** shall mean any law in India that is applicable in a particular context and includes courts, both Central and State legislations as may be amended or repealed from time to time, including but not limited to the Indian Contract Act, 1872, and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.
- iii) **"Authority or Authorities"** shall mean the Government of India, the relevant State Government, or other statutory and local authorities, courts, tribunals etc. as the case may be.
- iv) **"App"** means the medium/software or web or mobile or offline platform under "Younify".
- v) **"Effective Date"** shall mean the date stated at the beginning of this Agreement.
- vi) **"Customer"** shall mean the students, stakeholders and any other users who may use the app for consuming information, news, media or any other offering from Younify at the entity.
- vii) **"Entity/ Partner/ Partner Entity"** shall mean the school, college, university or other educational institutions, or other business which is the second party in this agreement.
- viii) **"Younify Product"** shall mean the application/app developed by Younify, Website/mobile/ internet/ any other platforms developed by Younify for the purpose of this Agreement.

2. SCOPE:

- 2.1 The purpose for which Younify and the entity are cooperating under this Agreement shall be strictly limited to the purpose as described in this Agreement. In the event either Party has other business dealings with Customer outside of the scope of this Agreement, the other Party shall have no liability or responsibility whatsoever for such

dealings. Further any other agreement or business arrangement between the Parties to this Agreement and the Customer shall have no bearing on the obligations of the Parties herein.

2.2 Younify will be developing Younify Product, which may include the facilitation of interactions between the entity and the end customer, as well as between customers. Younify Radio will be a wholly owned, proprietary radio station owned and operated by Younify, for every city and/or campus. Younify will also allow for the entity's users to interact in various ways, including messaging, activity and other offline and online coordination and will also allow them to share and consume data, information, news, and any other media as they deem appropriate. Younify will facilitate the technology and ability of the users to connect, and the Entity is interested in listing itself on/in Younify's app(s) and/or platform(s).

3. DUTIES AND OBLIGATIONS:

Either Party shall be solely responsible for getting all approvals, for providing its portion of the Services to the Customers from all relevant Authorities, payment of any applicable fees, charges, taxes and maintaining correct documentation in respect thereof. The relevant duties and obligations of the parties are listed hereunder:

3.1 Duties and Obligations of Younify:

Younify shall:

- a) be responsible for compliance with all Applicable Laws while performing its obligations under this Agreement;
- b) ensure that the Younify, unless in the event of any exigent circumstances or remoteness of the location of the venue, or unavailability of Internet connectivity, works in order to ensure that its technology process occurs as smoothly as possible;
- c) ensure that selection, training and enablement of students to operate the campus radio offering is governed (by its own set of Standard Operating Procedure(s)) and executed;
- d) ensure that all technical processes, infrastructure and support services are installed at Younify's exclusive discretion, used and maintained reasonably at all times, including availing of licenses of any music or content rights that may be required from time to time;
- e) ensure to provide to students of the partner entity, opportunities to participate formally in Younify's radio offering, as under the following roles of Radio Jockey(s), programme schedulers, technicians or activity coordinator(s), or any other role as may be deemed necessary from time to time;
- f) roll out the Younify app(s) offering(s) on the partner campus(es) as applicable

3.2 Duties and Obligations of the entity:

The entity shall:

- a) be responsible for compliance with all Applicable Laws while performing its obligations under this Agreement;
- b) indemnify Younify, in the event Younify suffers any loss/damage due to the entity's or entity's users'/customers' non-compliance of Applicable Laws/Regulations or entity's License(s) being terminated due to any reason whatsoever or violation of Clause 3.2 (a) above, then notwithstanding anything in the limitation of liability clause, the entity shall indemnify Younify to the extent of all direct damages/losses suffered due to such reason(s);
- c) provide Younify with the agreed premises for use by Younify Radio, clearly earmarked, under a separate Rental or Lease Agreement/ Deed for aforesaid premises, including electricity, Internet access, water, utilities and other infrastructure as may be reasonably deemed necessary & mutually agreed upon;
- d) respond immediately to Younify within 24 hours of any query being raised by Younify, to ensure continuity of operations;
- e) work with Younify promptly to ensure that any and all requirements necessary to ensure complete and satisfactory fulfilment of the Entity's and Younify's shared objectives at all times.

4. COMMERCIAL TERMS:

4.1 Revenues:

For all revenues explicitly and solely arising out of, and because of, or due to, the Entity's listing on/in/with Younify Campus Radio, the Entity will be entitled to 70% nett of maintenance fees and running costs including student payments, as necessary, of only such revenues as fulfilling the aforementioned conditions. All other revenues that may arise from Younify's efforts are solely and exclusively reserved by and for Younify. There shall be no guaranteed revenue to the Entity and the transfer may depend on the revenues earned in that or out of that Entity.

4.2 Payments & Transfers:

Younify shall transfer the proceeds of aforesaid Revenues to the Entity, to a bank account as specified and communicated to Younify by the Entity in writing at the time of signing of this Agreement, within a period of seven (7) days of credit and receipt of the same Revenues to Younify.

4.3 Contact Person:

Both parties hereto shall appoint a contact person and an alternate and notify each other of their names, addresses and contact numbers (including e-mail, telephone, telex and

fax numbers). The respective contact persons and their alternates shall be fully acquainted with the Service and with this Agreement. Each party shall notify in writing the other party of any change in the appointment of their contact person and/or the alternate.

5. TERM AND TERMINATION:

5.1 The term of this Agreement shall be for a period of three (3) years ("Initial Term") with annual review, subject to earlier termination as provided for in Clause 5.3. Thereafter, this Agreement shall continue for successive terms of twelve (12) calendar months each ("Renewal Term") by mutual agreement of the Parties

5.2 In case of any changes in the composition of the entity's management or transfer of control in part or full of the entity to one or more parties, this Agreement shall be binding on the new management or all such Parties. In such event Younify shall have the discretion to decide whether to continue taking the entity's portion of the Services under the new management or terminate this Agreement without incurring any liability whatsoever.

5.3 Both the parties shall have the right to terminate this Agreement by giving a written notice of two (2) months without incurring any liability whatsoever. Termination may also occur on breach or violation of this Agreement, with a stipulated period of rectifying said breach or violation of 30 days to be granted to the party breaching the Terms of this Agreement.

5.4 Younify or the Entity shall have the right to terminate the Agreement with immediate effect, if the entity or Younify is in breach of any Applicable Law that may be applicable to this Service or if required by the Authorities.

6. INTELLECTUAL PROPERTY RIGHTS:

All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. All intellectual property rights existing after the Effective Date of this Agreement shall belong to the Party that created such rights immediately after the Effective Date, and Younify hereby solely reserves all rights to distribute aforesaid intellectual property which may or may not be subject to the individual creator's acceptance of Younify's user Terms & Conditions & Privacy Policy. The Parties shall not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by such other Party. The parties can use the marks, logos of other party, for marketing purposes after getting written consent from the relevant party and, request by a party for such purposes will be responded immediately by the other party.

7. LIMITATION OF LIABILITY

Except for claims arising out of events mentioned in Clause 3.2 (b), 8.1 and 8.2 and the Parties' obligation of confidentiality, in no event shall a Party be liable hereunder to the other Party or to any other person, firm or entity in any respect, of any indirect, consequential, special, incidental, or punitive damages (including without limitation, loss of business, revenue, profits, goodwill, contracts, revenues, anticipated savings or increased costs or expenses) of any kind or nature whatsoever, even if foreseeable, arising out of or relating to the Services or the obligations of a Party under this Agreement. In no event shall Younify's total aggregate liability hereunder be greater than zero.

8. INDEMNITY

- 8.1 The entity shall indemnify Younify against any claims by third parties (including Governmental Authority(s)) and expenses including legal fees and court costs respecting (i) personal injury or death caused by such entity's negligence or willful misconduct, (ii) breach by entity of Applicable Laws, rules and regulations.
- 8.2 The entity shall indemnify Younify against any damage that may be caused at the premises during the installation of services, if such damages arise out of the negligence of the entity.

9. CONFIDENTIALITY:

Commencing from the date of the Agreement each Party will protect as confidential, and will not disclose to any third Party, any Confidential Information.

The Parties will use Confidential Information only for the purpose of the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third Party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, court or governmental order **provided that the disclosing Party is notified of such requirement.**

For the purpose of this Agreement "Confidential Information" means all information contained in any media and format, designated as such by either Party including (i) technical or business information or material; (ii) proprietary or internal information of either Party, including but not limited to samples, apparatus and equipment, business policies, customer databases, developments, trade secrets, know-how and personnel information regarding third Parties; (iii) information disclosed pursuant to the Agreement and (iv) Customer data including any data of customer passing through the network; (iv) all such other information which by its nature or the circumstances of its disclosure is confidential.

Parties shall not at any time disclose to any person except if such disclosure is a statutory, regulatory or license requirement. For the purposes of this sub-clause, each Party shall give notice to the other Party subject to, and to the extent permitted such notice in not in breach

of any statutory, regulatory or service license conditions of respective Parties, to which the respective Party is legally committed to.

10. FORCE MAJEURE:

Neither party shall be liable to the other under this Agreement, for failure to perform any obligations under this Agreement, or for any loss or damage which may be suffered by the other Party due to any cause beyond the Party's reasonable control including without limitation any act of God, earthquake, flood, drought, lightning or fire, the act or omission of Government, highways authorities, administrations or other competent authority, war, military operations, acts of terrorism or riot. This clause shall not apply to any failure to pay amounts due under this Agreement.

11. CHANGE IN MANAGEMENT/ MERGER/ TAKEOVER

The Clauses of this Agreement sustains even in case of any merger, acquisition, takeover or any changes in the management of the parties to the Agreement.

12. GENERAL PROVISIONS:

- a) In performing its obligations under this Agreement, the entity will comply, and will cause its personnel to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders. The entity further warrants that all Services provided hereunder this agreement shall in all respects provided, and maintained in conformance with all codes, ordinances, regulations and laws, and administrative and regulatory requirements (of all governmental authorities having appropriate jurisdiction).
- b) This Agreement, including the Schedules referenced in this Agreement, constitutes the entire understanding between the Parties and cancels, replaces and supersedes all existing and prior agreements and undertakings, written or oral, made between the Parties with respect to the subject matter of this Agreement. Younify may make amendments to its mobile platform, terms and conditions of its usage and the same will be intimated to the entity by an e-mail and such amended terms will form part of this agreement.
- c) If any provision of this Agreement is held by any Authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement will continue to be valid so long as they express the intent of the Parties. If the intent of either Party cannot be preserved, this Agreement shall be either re-negotiated or terminated by the Parties.
- d) The failure of any Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force.
- e) Neither this Agreement nor any interest herein may be assigned, in whole or in part, by Parties without the prior written consent of the other Party except that, however, Younify may assign this Agreement to an Affiliate or as part of a corporate reorganization,

consolidation, merger or sale of substantially all of its assets by providing advance written notice to the entity of any such proposed assignment. Any purported assignment in contravention of this clause shall be invalid and the assigning Party shall remain bound. This Agreement will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

- f) Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery), at the addresses set forth in the Order Form(s) or at such other addresses as may hereafter be furnished. Such notice will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.
- g) The Parties shall attempt to resolve any dispute arising between them in respect of the Agreement or provision of services by negotiation. The dispute will be escalated, with appropriate details, to higher levels of management of Younify and the entity for each ten (10) day period that it is not resolved. If the dispute is not resolved within that period will be referred to a single arbitrator, mutually agreed by both the parties. The arbitration will be conducted as per the Arbitration and Conciliation Act, 2015 and amendments made thereof. The place of arbitration will be in Hyderabad, India, and the language of arbitration will be in English.
- h) This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of India. The courts in Hyderabad shall have exclusive jurisdiction in respect of all matters pertaining to this Agreement.
- i) Each of the Parties represents and warrants to the other that it has the power and authority to enter into this Agreement and to perform its respective obligations hereunder.

EXECUTED AND SIGNED in duplicate for the Parties by their duly authorized representatives on the dates indicated below:

YOUNIFY APPLICATIONS PRIVATE LIMITED

Date: 01-Aug-2019

Name: KANNA ANIL SIDDHARTHA.

Designation: DIRECTOR

Signature:



Siddhartha
DIRECTOR
Younify Applications Pvt. Ltd
Hyderabad.

INSTITUTE:

Date: 01-08-2019

Name: N. SATISH REDDY

Designation: VICE PRESIDENT



Signature:

N. Satish Reddy
Vice-President
ADITYA ACADEMY
KAKINADA

WITNESSES:

1. Name: T. PADAYYA

Signature:

T. Padayya

2. Name: G. NAYYA MUNENDRA

Signature:

G. N. Nayya
01/08/19

3. Name: A. Shina Koushik

Signature:

A. Shina Koushik