



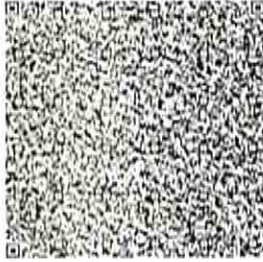
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INDIA NON JUDICIAL

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Certificate No.	: IN-DL17344408710682O
Certificate Issued Date	: 04-Nov-2016 04:45 PM
Account Reference	: IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84040334379029428904O
Purchased by	: UPES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

AGREEMENT

This Agreement is executed on this 9th day of December, 2016 ("Effective Date"), between;

M/s Xebia IT Architects India Private Limited a company incorporated under the provision of Companies Act, 1956 having its registered office at 411, 4th Floor, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi -110001 (hereinafter referred to as "**Xebia**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns)

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sheliesiamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

through its CEO Mr. Anand Sahay, authorized to sign such agreements on behalf of M/s Xebia IT Architects India Private Limited vide board resolution dated June 24, 2016 [certified true copy of the board resolution attached as **Exhibit A**] of the FIRST PART

AND

University of Petroleum & Energy Studies a statutory University set up by an Act of the State Govt. of Uttarakhand in 2003, having its main campus at Energy Acres, P.O. Bidholi via-Prem Nagar, Dehradun, 248 007 (hereinafter referred to as "**UPES**") which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns, through its officiating Registrar; Mr. Abhay Sharma; of the SECOND PART.

"**Parties**" shall collectively mean UPES and Xebia and "**Party**" means each of UPES and Xebia individually.

WHEREAS, UPES and Xebia have agreed to launch certain new specializations in Computer Science and Engineering (CSE) programs where-in Xebia will act as industry academic partner for UPES to design the curriculum for such CSE programs besides providing specific engagement in faculty training and student learning/development;

WHEREAS Xebia represents that it is 100% subsidiary of Xebia Holding B.V. It has also represented that it has requisite internal approvals from its holding company to enter into long term strategic agreement with a University in India and that the holding company fully endorses such strategic relationship.

WHEREAS, UPES shall engage with Xebia as an Industry Academic Partner and Provider for curriculum support services as stated in this Agreement.

WHEREAS, Xebia has represented that it has the necessary approvals from the Board of Directors of Xebia to enter into such industry academic partnership [true copy of the board resolution attached aforesaid as Exhibit A], the Board understands that sensitivity and long term commitment of such partnership as it has a direct impact on the UPES students who would opt for such CSE programs and hence, undertake to commit Xebia's resources to ensure successful outcome for UPES students.

NOW, THEREFORE, in order to ensure that the Agreement between parties regarding the Industry Academic Relationship that is sought does not create any confusion or misunderstanding, the following items represent points agreed to by the parties through this Agreement.

1. Basis of the Agreement

- 1.1 Xebia and UPES acknowledge the need for incorporation of emerging technologies and specializations in the Computer Science Engineering programs in order to provide relevant education and knowledge to students pursuing career in computer science engineering. UPES and Xebia have identified certain new specializations to be incorporated in the B.Tech Computer Science Engineering programs offered by UPES.
- 1.2 The objective of this Agreement is to establish a road map for the successful execution and rollout of such new specializations under computer science

engineering programs. Both UPES and Xebia are keen to cooperate in such a way that it shall benefit the students pursuing these new computer science engineering programs at UPES.

1.3 UPES shall rollout the following full time B Tech in Computer Science Engineering (CSE) programs in collaboration with Xebia:-

- B. Tech. (CSE) with Specialization in DevOps
- B. Tech. (CSE) with Specialization in Big Data

1.4 Initially the above two programs would be launched within the framework of this Agreement. However, in case both the parties intend to launch additional programs, the same need to be mutually approved and executed in writing vide an addendum to this Agreement which shall form the part and parcel of this Agreement binding on both the parties.

1.5 The above two programs are intended to be launched in Academic year 2017-18.

2. Roles and Responsibilities

The roles and responsibilities of the parties in connection with this Agreement are described below:-

2.1 Xebia's Responsibilities

2.1.1 The curriculum and courseware for specific course modules of the abovementioned programs shall be developed by Xebia through designated subject matter experts. The curriculum and courseware shall be provided to Joint Coordination Committee JCC atleast 6 weeks prior to start of academic session for review and approval. In addition, the courseware will be reviewed every year by Xebia to ensure it's up to date in terms of technical knowledge and incorporate changes based on student/faculty feedback to improve learning experience.

2.1.2 Xebia to train the selected faculty of UPES on the curriculum and courseware so developed under the "Train the Trainer" (T3) methodology at UPES campus. Xebia will also conduct centralized training sessions on Xebia technologies for these selected faculty members. Duration of these T3 sessions will be as per actual course credit hours with self-paced learning and 4 days Classroom for every subject in campus, followed by a faculty capability assessment to be conducted by Xebia.

2.1.3 T3 sessions will be conducted prior to the start of every semester and Xebia shall provide annual calendar of T3 sessions to be conducted on campus in advance and share the same with JCC for review and approval at least 6 weeks prior to start of the academic session.

2.1.4 Courseware should be made available to UPES faculty at least 30 calendar days in advance before commencement of "Train the Trainer".

2.1.5 Every student will be provided with a soft copy for courseware in a .pdf or such other user friendly format. Xebia will ensure that the courseware is provided to students in a media friendly format. In addition, such format will also be compatible with Learning Management System (LMS) used by UPES for academic delivery to students. However, UPES shall facilitate the access of LMS to Xebia.

- 2.1.6 Xebia will be responsible for providing (a) tech talks and seminars by Industry experts to connect student's learning with Industry and (b) technical webinars and Xebia Knowledge Exchange (XKE) sessions for UPES students by Xebia subject matter experts. All such sessions will be provided at least once per semester to UPES students.
- 2.1.7 Both the parties shall designate one Program Manager/Nodel Officer as the single point of contact from Xebia and UPES under this agreement. Such Program Manager/Nodel Officer so appointed by Xebia shall visit UPES campus at least once per semester.
- 2.1.8 Xebia to promote these programs within the Xebia client partner network for placement opportunities.
- 2.1.9 Xebia to support internship for students in each cohort/group who are eligible for internship within Xebia or client partner network.
- 2.1.10 At least one visit per semester by Subject Matter Experts & guest lecturers, for the successful delivery of the program at UPES in form of seminars.
- 2.1.11 Both the parties permit each other to use its brand logo for promotional and other activities incidental to the program.
- 2.1.12 Xebia's support and obligations under this Agreement will remain the same irrespective of the number of students enrolled in the programs.
- 2.1.13 In the event of any change in majority ownership of Xebia or Xebia's holding company, the same shall be duly intimated to UPES immediately. In such an event UPES will have the right to review the partnership and decide within 90 days of such intimation on continuation of this Agreement. It is agreed that Xebia shall fully cooperate to provide all necessary information to UPES regarding Xebia's future interests in such partnerships to enable UPES to make such a decision. It is further agreed that any change in name of Xebia during the subsistence of this agreement will require approval of JCC before it can be recorded on transcript of degree.
- 2.1.14 Xebia shall treat UPES as most preferred customer in terms of Industry Academic Partnership. As part of most preferred customer status, Xebia will ensure that any new academic products related to DevOps and Big Data developed during the tenure of this agreement are first shared with UPES and Xebia will work closely with UPES to ascertain feasibility of rollout of such products at UPES. In addition, Xebia will ensure that commercial terms agreed with UPES are most competitive and no worse than that concluded with any other academic future partner with similar commercial parameters.

3.1 UPES's Responsibilities

- 3.1.1 UPES will be responsible for determining the fees for the programs, number of students to be enrolled under these programs, award of degrees on successful completion of the program besides taking all regulatory and other approvals for launch of these programs at UPES.
- 3.1.2 UPES to select and nominate faculty for the centralized orientation workshops on Xebia technologies under T3 program.

- 3.1.3 UPES to provide the detailed academic session plans to Xebia at least 6 weeks prior to start of the academic session.
- 3.1.4 UPES to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.5 UPES to share the student enrollment along with their email ids data with Xebia within 45 days of the start of semester.
- 3.1.6 UPES to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This B.Tech Computer Science Program is being offered by UPES in collaboration with Xebia".
- 3.1.7 UPES to nominate Designated Project Coordinator.
- 3.1.8 UPES to guide Xebia on curriculum development based on feedback from faculty and students.
- 3.1.9 UPES to publish approved curriculum as part of UPES programs to be launched in industry academic collaboration with Xebia.
- 3.1.10 UPES to provide stay for all the visiting Xebia team, faculty and industry SMEs at UPES campus. Travel and local transport of the Xebia faculty and SMEs to be borne by Xebia.

4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, UPES and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") whose members and roles will be as listed under Clause 4.2.
- 4.2 The Vice-Chancellor of UPES or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from UPES who shall also be the Convener of the Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, UPES.
- 4.3 The JCC meeting shall have due representation from both UPES and Xebia to take decisions related to this Agreement.
- 4.3 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, UPES through the Academic Council of the University.
- 4.4 The JCC shall monitor and review the activities under this Agreement and recommend such actions or decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein.
- 4.5 It is understood that the Vice Chancellor UPES can take decisions on academic matters relating to the programs in this agreement which would be binding on the parties.

8. Exclusivity

8.1 Xebia will not engage with more than 2 academic partners i.e. Universities (including UPES) in North India during the first 4 years of this Agreement. In addition, Xebia shall not engage with the second academic partner identified by Xebia in North India if objected by UPES. However, such objection will be communicated with rationale and within 30 days of such intimation by UPES to Xebia.

9. Marketing Support

9.1 Xebia understands the need to market the programs to the stakeholders including parents, students, industry partners etc. and to this effect Xebia has committed to provide reasonable marketing funds besides dedicating human resources to develop and support marketing initiatives in a cost effective way across different media channels including but not limited to PR events, blogs, joint School contact programs, student counselling sessions and other UPES admission related events.

9.2 While Xebia will work closely with UPES to develop and support UPES marketing activities for Academic year 2017-18, Xebia will submit their marketing plan from academic year 2018-19 onwards to the JCC latest by 31st Aug of the preceding year for review and finalization

10. Confidentiality

10.1 The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto unless such disclosure is necessitated by due process of law. . In all cases where disclosures are necessitated by law, the other party shall be kept duly informed of the same.

10.2 Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

10.2.1 Disclosure

Information shall be disclosed either:

- a) In writing;
- b) By delivery of items;
- c) By initiation of access to Information, such as may be in a data base; or
- d) By oral or visual presentation.

10.2.2 Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

10.3 Obligations

The Recipient agrees to:

- 10.3.1 Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 10.3.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- 10.3.3 The Recipient may disclose Information to:
 - 10.3.4 Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
 - 10.3.5 Any other party with the Discloser's prior written consent.
 - 10.3.6 Before disclosure to any of the above parties, the Recipient shall have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.
 - 10.3.7 The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

10.4 Confidentiality Period

- 10.4.1 Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and 1 year after the termination of this Agreement.

10.5 Exceptions to Obligations:

The Recipient may disclose, publish, disseminate, and use Information that is:

- 10.5.1 Already in its possession without obligation of confidentiality;
- 10.5.2 Developed independently;
- 10.5.3 Obtained from a source other than the Discloser without obligation of confidentiality;
- 10.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 10.5.5 Disclosed by the Discloser to another without obligation of confidentiality.
- 10.5.6 The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

10.5.7 The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

10.5.8 The receipt of Information under this Agreement shall not in any way limit the Recipient from:

- a. Providing to others products or services which may be competitive with products or services of the Discloser;
- b. Providing products or services to others who compete with the Discloser; or
- c. Assigning its employees in any way it may choose.

10.5.9 The Recipient shall:

- a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- b. Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect until fulfilled.

11. Limitation of Liability

11.1 In the event of any breach of the terms of this Agreement, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this Agreement for material breach.

11.2 In the event Xebia is in breach of its responsibility and services as stated in Section 2 herein above including non-provision of services within the time period as agreed in writing by the parties, UPES may at its liberty obtain such deficient materials and/or services from any other party or parties after a written Notice of Thirty days to Xebia. Circumstances may arise where, because of a default on Xebia's part or other liability, UPES is entitled to recover damages on actual (direct damages) from Xebia, including for Xebia's breach of Section 2 of the Agreement. Regardless of the basis on which UPES is entitled to claim damages from Xebia (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Xebia's entire liability for all such claims shall be as per the terms and conditions of the Agreement. In no event shall either party be liable for any lost profits, lost savings, indirect damages, incidental damages, or other

economic consequential damages, even if advised of the possibility of such damages.

- 11.3 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to UPES for which there may be no adequate remedy at law, and thus UPES shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.
- 11.4 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to Xebia for which there may be no adequate remedy at law, and thus Xebia shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

12. Indemnification

- 12.1 Both parties have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against the defaulting party, arising out of and as a result of any callous, negligent, deficient action or omission by the defaulting party and has undertaken to keep the aggrieved party indemnified against all losses and damages including expenses incurred by the aggrieved party while defending the claim (inclusive of legal expenses) in any court as a result of any such claim, demands, proceedings, prosecutions or actions. Besides this, Xebia warrants as:
- 12.1.1 Xebia is the developer of the content under this Agreement and it has unfettered rights in the use of the said content.
- 12.1.2 Xebia shall ensure the final material developed is 100% plagiarism free; Xebia shall provide a certificate for same to UPES along with delivery.
- 12.1.3 Xebia shall not use any material or Services that is already in existence or intended to be used by any other person.
- 12.1.4 The Content developed by Xebia shall not and will not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;
- 12.1.5 No adverse intellectual property claim exists with respect to the Services;

13. Publicity

- 13.1 Xebia agrees allowing UPES to use its trademarks, trade names, services marks or other proprietary marks under this Agreement for any advertising, press releases, publicity or marketing collaterals without any prior consent of Xebia during the tenure of this Agreement.
- 13.2 UPES agrees allowing Xebia to use its trademarks, trade names, services marks or other proprietary marks under this Agreement for any advertising, press releases, publicity or marketing collaterals without any prior consent of UPES during the tenure of this Agreement.

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14. Governing Law

14.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

15. Arbitration

15.1 Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The seat of arbitration shall be New Delhi.

16. General

16.1 This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the UPES and Xebia IT Architects India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

16.2 Each party shall be responsible for its own expenses in connection with these discussions.

16.3 Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

16.4 Neither of the parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void.

17. Notice

17.1 Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. to the aforementioned Program Manager/Nodel Officer of parties at their respective addresses and E-Mail Ids mentioned herein below and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;

Program Manager/Nodel Officer For UPES:

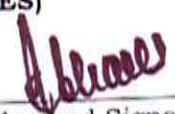
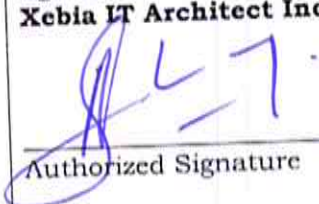
Dr. Manish Prateek
Professor & Assoc Dean-CIT, Centre for IT
Energy Acres, P.O. Bidholi via-Prem Nagar,
Dehradun, 248 007
M+ 91-9997810505

Mprateek@ddn.upes.ac.in

Program Manager/Nodel Officer For Xebia

Mr. Vijay P. Singh
Head - Training Business
Xebia IT Architects India Private Limited
612, 6th Floor BPTP Park Centra
Sector 30 Gurgaon 122002
M +91-9999114107

- 18. Non-Solicitation of Employees:** During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away any person employed by the other Party.

<p>Agreed to: University of Petroleum & Energy Studies (UPES)</p> <p> _____ Authorized Signature</p> <p>Name : Abhay Sharma Designation: Registrar University of Petroleum & Energy Studies 210, Second Floor, Okhla Phase III, New Delhi - 110020.</p>	<p>Agreed to: Xebia IT Architect India Private Limited</p> <p> _____ Authorized Signature</p> <p>Name : ANAND SAHAY Designation: CEO Xebia IT Architect India Pvt. Ltd. 411, 4th Floor Surya Kiran Building 19 , KG Marg, Connaught Place New Delhi - 110001</p>
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Code of Conduct and Ethics for compliance by all Suppliers of University of Petroleum & Energy Studies

University of Petroleum & Energy Studies (**UPES**) is committed to acting honestly and ethically. We expect the same of our suppliers and business associates and this Code sets necessary standards for our suppliers and business associates.

Applicability

This Code applies to suppliers and business associates of "UPES". It includes not only the supplier/business associates but also their employees, agents, and sub-contractors who are engaged in supplying goods/performing services for UPES.

Records and Reporting

Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged by a supplier for employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

Assets and Information

Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes he has inadvertently been given access to UPES's confidential information, he should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

Bribery and Corruption

UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers / business associates acting on behalf of UPES must comply with the Prevention of Corruption Act, 1988 and other relevant local laws dealing with bribery and corruption. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

Gifts, Meals, Entertainment, and Other Business Courtesies

Acceptance of Gifts, Meals, Entertainment and similar business courtesies from suppliers are normally to be avoided by UPES employees. However in exceptional circumstances, UPES employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could affect, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

Conflicts of Interest

UPES employees should act in the best interest of UPES when conducting UPES business. They should have no relationship, financial, or otherwise, with any supplier that might conflict, or appear to conflict, with their obligation to act in the best interest of UPES. Suppliers should have no financial relationship with any UPES employee with whom they may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with UPES employee that might represent a conflict of interest, he should disclose this fact to UPES prior to commencement of business association with UPES or ensure that the UPES employee does so.

Speaking Up

Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct, should report the matter to UPES and they can raise the issue with the employee's manager, or contact UPES ethics and compliance personnel mjain@upes.ac.in. The concerned suppliers relationship with UPES will not be affected by an honest report of potential misconduct.

Acceptance

This document is to be signed in token of acceptance by all suppliers/business associates at the time of entering into contractual engagement with UPES.

Accepted by and on behalf of**Xebia IT Architects India Private Limited****Authorized Signatory**



CERTIFIED TRUE COPY OF THE RESOLUTION DULY PASSED AT THE MEETING NO. 61/2016-17 OF THE BOARD OF DIRECTORS OF XEBIA IT ARCHITECTS INDIA PRIVATE LIMITED HELD ON FRIDAY, JUNE 24, 2016 AT 05.00 P.M. AT UTRECHTSEWEG 49, 1213 TL HILVERSUM, THE NETHERLANDS


"RESOLVED THAT, the company will embark on new Academia initiatives in alliance with private universities in Asia. As part of this initiative, the company will blue print and develop joint curricula with willing universities in the area of Software development methodologies and new technologies to create credit and non-credit courses for students at Bachelor's and Master's level programs as well as for mid-level working executives."

"FURTHER RESOLVED THAT, the joint curricula will impart necessary classroom and industry trainings that should enable students to harness engineering brilliance out of cutting edge technologies that are expected to be the norms of tomorrow's IT ecosphere."

"FURTHER RESOLVED THAT, the company will come into a binding contract with willing universities to be there strategic partner in jointly agreed courses and will be committed to successful execution and completion of agreed courses for the period agreed."

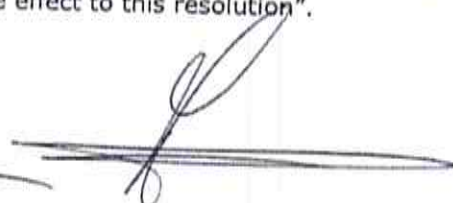
"FURTHER RESOLVED THAT, Mr. Michel Ferdinand Den Braver, Director and/or Mr. Anand Kumar Sahay, Director & CEO of the Company be and are hereby authorized to officially represent as Authorised signatory of the Company and to sign formal agreements and other paper work between the Company and any universities in future and to do all such other acts and things which are necessary to carry out necessary compliances to give effect to this resolution".

**Certified as a true Copy
For Xebia IT Architects India Private Limited**


Daniel Jacob Ernest Teunissen
Director

[DIN: 00087522]

Address: VERLOREN ENGH 13, BLARICUM,
1261CP, , NETHERLANDS


Michel Ferdinand Den Braver
Director

[DIN: 02867430]

Address: GEEUW 5, 3453 ML, DE
MEERN, 345300, , NETHERLANDS

Xebia IT Architects India Private Limited

Unit No. 523,524,525,528,529,530,531-5th Floor & Unit No. 610, 611,611A, 612,612A,612B,614-6th Floor
BPTP Park Centra, Sector-30, Village Silokhara, Gurgaon-122002, Haryana, India
office: +91-124-4700200 fax: +91-124-4700222
e-mail:infoindia@xebia.com website: www.xebiaindia.com

CIN No : U72200DL2006PTC146928
RBS N.V Bank Swift Code : ABNAINBDEL
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