

MEMORANDUM OF UNDERSTANDING
Between

Alibaba.com India E-Commerce Private Limited

and

Indian Institute of Ecommerce Foundation

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This Memorandum of Understanding (this "MoU") is entered into on 1st August 2016 by and between

- (1) Alibaba.com India E-Commerce Private Limited, a company incorporated under the laws of India and having its registered address at Premises No. 201-203, 2nd Floor, Palai Plaza Building, Shankar Mottam Road, Dadar (East), Mumbai - 400 014, India ("Alibaba"), and
- (2) Indian Institute of Ecommerce Foundation, a Section 8 nonprofit company registered in Delhi, India and having its registered office at A-20, Lower Ground Floor, Kamla Nagar, Delhi, 110007, India ("Ali University Partner" or "IIEC")

Each of Alibaba and IIEC, may herein after be referred to as a "Party" and collectively, the "Parties"

WHEREAS

- (A) Alibaba, together with its affiliates, comprises an e-commerce conglomerate which, among other things, operates an online business-to-business e-commerce marketplace under the URL of <http://www.alibaba.com>
- (B) IIEC is an educational institution that offers practical courses on e-commerce business skill development.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. POTENTIAL COLLABORATION

- 1.1 The Parties agree to enter into discussions to evaluate and explore various potential cooperation efforts with respect to promoting certification programs through holding training sessions in India, in an effort to expand Alibaba's presence and network in India (the "Collaboration")
- 1.2 For the mutual benefit of the Parties, each Party agrees to convene a meeting, from time to time, of its respective representatives, to discuss, the development of the various project milestones and timeline (further details as set out in Clause 2 below) that are to be achieved in connection with the Collaboration.
- 1.3 In addition, the Parties have also agreed to appoint a point person in each of their respective offices who shall be responsible for working on the Collaboration set out in this MOU.

2. ROLES

- 2.1 IIEC intends to explore the possibility of offering the following under this MOU:
 - (1) IIEC shall procure students to enroll into the e-commerce global trade professional (eGTP) certification program (the "Program") in the Republic of India (the "Territory");
 - (2) In connection with the aforementioned, IIEC shall provide relevant content in print, electronic and video formats along with the assessment questions, free learning video modules to be uploaded onto such website to be operated by it along with associated transcripts and lecture notes that maybe shared with the participating students and trainers (collectively, the "Materials") with the intention that such Materials would be subsequently transferred to a website operated by Alibaba;
 - (3) IIEC will provide and use its online and offline platforms such as trainings, mentoring, incubation services and similar services to facilitate the implementation and promotion of the Program in the Territory;



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- (4) IIEC will procure distribution of the Program for a recommended fee of between USD 25 to USD 100 per participating student and agrees to manage and retain the fee collections and revenue arising out of such distribution (the "Distribution"). In connection therewith, IIEC also intends to approach various academic bodies, expositions, events and/or any such industrial or academic channels with the purposes of extending the reach of such Distribution;
- (5) IIEC shall collaborate with colleges, other centres of education and academic centres for the purpose of developing and validating course content, prepare certified trainers, facilitate enrollment and credits, undertake offline teaching, practical training, online and offline job fairs;
- (6) IIEC will collaborate with Alibaba to liaise with various bodies such as Skill India, Invest India, StartUp India, Ministry of Human Resource Development, Ministry of Skill Development and Entrepreneurship, National Skill Development Corporation and Digital India as well as other similar associations and corporations to increase exposure of the Program and procure sponsorships for the Program;
- (7) IIEC will provide dedicated resources, including desk for inbound call and emails for handling operational inquiries generated pursuant to the Program;
- (8) IIEC agrees to arrange and attend meetings at regular intervals to discuss and to provide monthly reports of the progress, achievements and developments and seek to resolve any issues arising in connection with the Program; and
- (9) IIEC shall comply with all applicable laws and regulations, including but not limited to marketing and direct selling laws and regulations, within the Territory, in the undertaking of its responsibilities pursuant to the Collaboration.

2.2 Alibaba intends to explore the possibility of offering the following under this MOU:

- (1) Alibaba endeavours to assist IIEC with its Distribution and intends to promote the Program across various trade bodies, expositions, events and/or any such industrial or academic channels; and
- (2) Alibaba may assist IIEC with practical training content and run various promotions with the purpose of educating participating students with the usage of the international business-to-business platform operated by Alibaba.

2.3 Both Parties shall endeavour to fulfill their respective roles as aforementioned within the Term of this MOU.

3. NON-BINDING

The Parties acknowledge and agree that, save for this Clause 3 (Non-Binding) as well as Clauses 4 (Non-Exclusive Cooperation), 5 (Confidentiality), 6 (Publicity), 7 (Intellectual Property) and 11 (Governing Law), this MOU is not intended to be legally binding but sets out the understandings reached by the Parties with respect to the Collaboration set forth in Clause 1 (Potential Collaboration). The understandings reached by the Parties in this MOU shall comprise only a general scope of rights and obligations of each Party and the specific scope, initiatives, terms and conditions, and deliverables of the collaboration shall be further discussed, agreed and confirmed by the Parties by way of definitive or supplemental agreement(s) superseding this MOU.



Without prejudice to the Clause 2 of this MOU, the Parties acknowledge that this MOU is made on a non-exclusive basis. Both Parties and their respective subsidiaries and affiliates will therefore be free to initiate and maintain, without restriction, relationships with any other entities and institutions in any country. Furthermore, nothing in this MOU will be read as preventing one Party from (a) starting or expanding its activities in a country where the other Party is already present, or (b) entering into commercial relationships with customers or other entities in that country.

5. CONFIDENTIALITY

"Confidential Information" means the terms of this MoU and all information concerning the Parties or either Party to which the other Party is provided access by virtue of its activities as a result of this MoU. Confidential Information does not include information that has been publicly disseminated in writing by the owner, in which the receiving Party can show it knew prior to disclosure, or which was rightfully received by a Party from a third Party without restriction. Confidential Information acquired hereunder by either Party will be treated as proprietary information of the disclosing Party and shall not be used for any purpose other than the collaborations between the Parties or disclosed to any third Party, except such Party's professional advisers, affiliates, consultants, or its employees on a "need to know" basis. Neither Party shall, without the prior written consent of the other, make any public announcement or issue any press release disclosing Confidential Information, provided that either Party may make any disclosure required, in the opinion of its legal counsel, by applicable securities laws or stock rules or regulations.

6. PUBLICITY

The Parties agree no Party shall make any public announcements or press releases with respect to the relationship or collaboration between the Parties created by this MOU, unless the prior written approval of the other Party with regards to the form and content of such intended publication had been sought in advance of circulation.

7. INTELLECTUAL PROPERTY

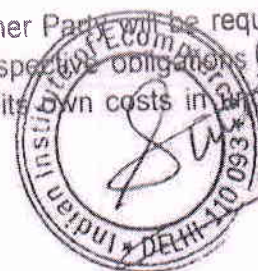
- 7.1 Subject to the terms and conditions of this MOU, each Party hereby authorizes, or procures to authorize, the other Party, on a non-exclusive, non-transferable and worldwide basis, during the Term (as defined below), to use the trademarks, service marks, and logos specified in Schedule 1 (the "Marks") free of charge solely for the purposes of this Agreement and not otherwise. In addition, IIEC shall seek the prior written approval of Alibaba each time it should wish to use the Marks in connection with the Collaboration.
- 7.2 Each Party acknowledges that all rights, title, and interest, including but not limited to the copyright, ownership right and usage right of such intellectual property that one Party as the creating party (the "Creating Party"), may develop pursuant to this MOU, without any contribution from the other Party of any kind, shall be owned by the Creating Party. For the avoidance of doubt, the intellectual property rights to the Materials shall vest with IIEC and IIEC agrees to grant to Alibaba a royalty-free, exclusive, sub-licensable, worldwide and perpetual licence to use the Materials as it may deem necessary for its operations.
- 7.3 Except as otherwise expressly agreed to in writing by the Parties, nothing in this MOU will be deemed to grant or assign to any Party any ownership rights, license rights, or interests of any kind in any other Party's products, services or technology or in any other Party's intellectual property or proprietary rights.

8. FEES AND COSTS

Except as otherwise agreed to in writing by the Parties, neither Party will be required to pay the other Party in connection for undertaking each of its respective obligations pursuant to this MOU, and each Party shall be responsible for bearing its own costs in undertaking its



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respective obligations as contemplated under this Agreement.

9. TERM AND TERMINATION

9.1 The Parties agree that this MOU can be terminated on the ground of non-execution by any Party or by mutual consent subject to 30 days prior written notification.

9.2 Subject to earlier termination in accordance with Clause 9.1, this MOU shall take effect from the date first above written and remain valid for one (1) year or until the date the Parties have entered into the relevant definitive agreement(s) which supersedes this MOU (the "Term").

9.3 Subject to mutual consent, both the parties agree to sign a definitive "Co-operation Agreement" in pursuance of the Collaboration, the terms and conditions in respect of which shall be discussed.

10. COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This MOU may also be signed and transmitted by e-mail, as PDF, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document.

11. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute, controversy or claim arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be first settled through friendly consultations between the Parties. In the event that no settlement is reached within thirty (30) days from the date of notification by either Party to the other that it intends to submit a dispute, controversy or claim to arbitration, then such dispute, controversy or claim shall be settled by arbitration in accordance with the HKIAC Administered Arbitration Rules in effect at the time of applying for arbitration and as may be amended by the rest of this Clause. The arbitration institute shall be the Hong Kong International Arbitration Centre ("HKIAC") and the place of arbitration shall be in Hong Kong at HKIAC. The language of the arbitration shall be English. The tribunal shall consist of three arbitrators. Each of the Parties shall select an arbitrator. The third and presiding arbitrator shall be selected by HKIAC. The arbitral award shall be final and binding upon the Parties.

IN WITNESS whereof, the Parties below have executed this MoU on the aforementioned day and year.

For and on behalf of
Alibaba.com India E-Commerce Private
Limited



Name: Zhang Jun
Title: General Manager



For and on behalf of
Indian Institute of Ecommerce Foundation



Name: Sumit Paree
Title: Chairman Director