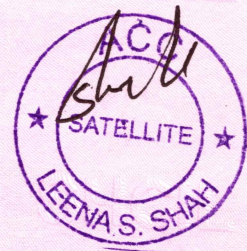
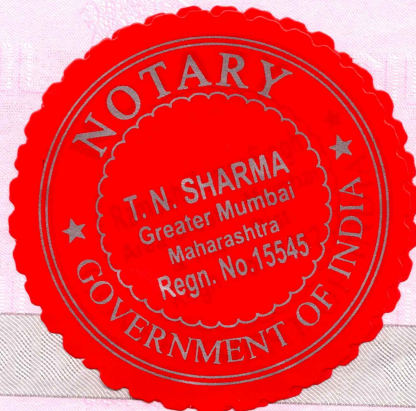


Certificate No.	IN-GJ95424180382355W
Certificate Issued Date	29-May-2024 11:18 AM
Account Reference	IMPACC (AC)/ gj13233811/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJ1323381110413828517966W
Purchased by	WESTERN INDIA INSTITUTE OF AERONAUTICS PVT LTD
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	FOR STUDENT PRACTICAL TRAINING MOU
Consideration Price (Rs.)	0 (Zero)
First Party	WESTERN INDIA INSTITUTE OF AERONAUTICS PVT LTD
Second Party	AI ENGINEERING SERVICE LIMITED
Stamp Duty Paid By	WESTERN INDIA INSTITUTE OF AERONAUTICS PVT LTD
Stamp Duty Amount(Rs.)	300 (Three Hundred only)

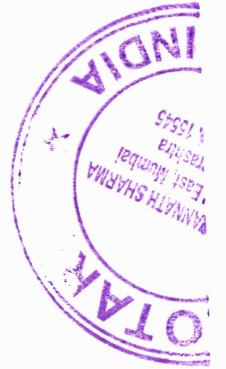
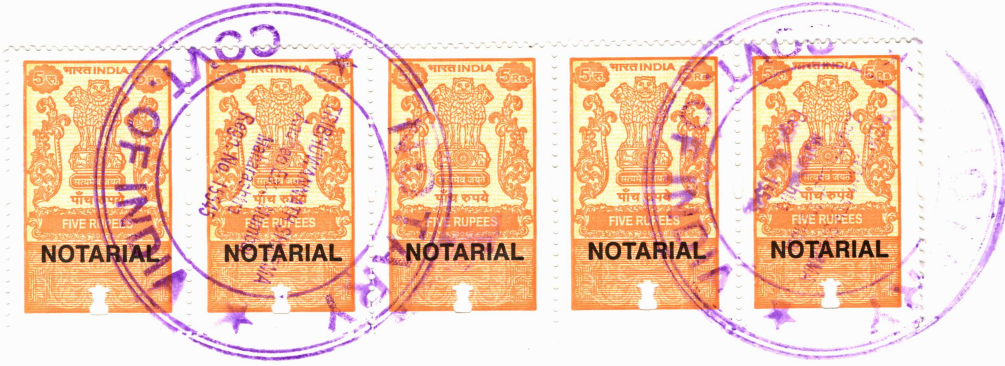


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Statutory Alert:

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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.



NOTICE

- The contents of this e-stamp certificate can be verified at www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

MEMORANDUM OF UNDERSTANDING

This **MAINTENANCE TRAINING AGREEMENT** (the "**Agreement**") is entered into on this 16th July 2024 (the "**Effective Date**") at Mumbai.

BY AND BETWEEN

AI ENGINEERING SERVICES LTD., a CAR 145 approved MRO organization bearing approval No. F-App/AIESL-2820, and having its Corporate Identity Number (CIN) U74210DL2004GOI125114, having registered office at 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi 110003; CIN U74210DL2004GOI125114 (hereinafter referred to as the "**Service Provider**" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **FIRST PARTY**;

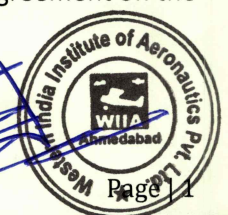
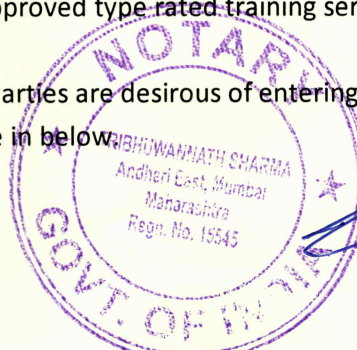
AND

WESTERN INDIA INSTITUTE OF AERONAUTICS PRIVATE LIMITED, a CAR 147 Basic approved institute bearing approval No. DGCA/car-147(B)/28 and a company incorporated under the company Act 1956 having its registered office at Indus University campus, via Thaltej, Rancharda, Ahmedabad-382115, Gujarat, India. (hereinafter refer to as the **Training Provider** which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the **SECOND PARTY**.

(As the context may require, the Service Provider and the Training Provider shall hereinafter be individually referred to as a "**Party**" and collectively as "**Parties**").

WHEREAS:

- A. The Training Provider is DGCA approved CAR Part 147 Basic Organisation for conducting training in category B1.1, B1.2, B1.3 & B2 license basic training courses.
- B. The Training Provider is desirous of engaging the services of the Service Provider for conducting B1.1 & B2 license basic training courses and has approached the Service Provider to assist in providing access to different aircraft types in order to enable the Training Provider to perform practical training sessions under their approved B1.1 & B2 License Basic training courses to third parties.
- C. The Service Provider, a Maintenance Repair Overhaul ("**MRO**") Organization, is a wholly owned subsidiary of AI Assets Holding Limited ("**AIAHL**") and has agreed to provide the Training Provider with access to the Aircrafts, to enable the Training Provider to perform practical training sessions under their approved type-rated training services to third parties.
- D. For the above mentioned purpose, the Parties are desirous of entering this Agreement on the terms and conditions as mentioned here in below.





NOW THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS, TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND BY IT HAVE HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires: (i) capitalized terms defined by inclusion in quotations and/or parentheses have the meanings so ascribed; (ii) terms used but not defined herein, but defined in the Civil Aviation Requirement 147 (Basic) (the "**CAR 147(Basic)**") or AAC-2 of 2018, shall have the same meaning as ascribed in the CAR 147 (Basic) or AAC-2 of 2018; (iii) in the event of any inconsistency with respect to the meaning of the words defined herein and the meaning of the word defined under CAR 147 (Basic) or AAC-2 of 2018, the meaning ascribed to the words under CAR 147 (Basic) or AAC-2 of 2018, shall prevail to the extent of such inconsistency; and (iv) the following words and expressions will have the meanings ascribed to them below:

"Business Day" means a day (other than Saturday or Sunday or a public holiday) on which banks are open for business.

"Day" means a calendar day.

"Confidential Information" shall have the meaning assigned to it in Clause 13.

"DGCA" means the Directorate General of Civil Aviation, India.

"FOC" means Free of Cost.

"Gross Negligence and Willful Misconduct" means any act or failure to act (whether sole, joint or concurrent) by a person that is intended to cause or was in reckless disregard of, or wanton indifference to, the harmful consequences to the safety or property of another person, which the person acting or failing to act, knew or should have known, would result from such act or omission, provided that Gross Negligence or Willful Misconduct does not include any act or failure to act insofar as it was done or omitted in accordance with the mutual agreement of the Parties.

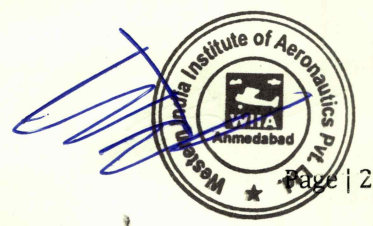
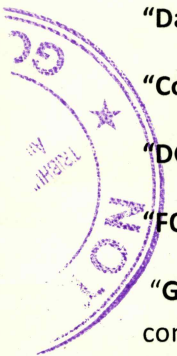
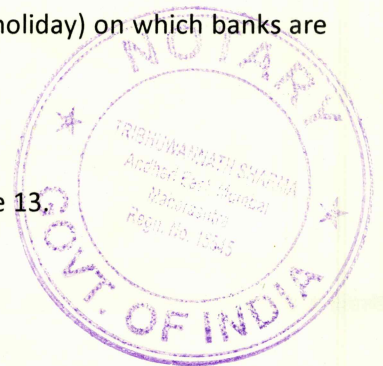
"Term" shall have the meaning assigned to it in Clause 4.

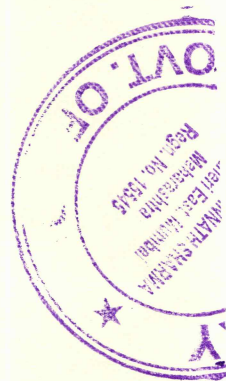
"Training Facility" means the training facility of the Service Provider located at Mumbai or where required facilities are available for imparting Training.

"Practical Supervisor/Assessor" means a qualified personnel acceptable to Training Provider, for providing Training as may be nominated by the Service Provider.

In this Agreement, unless the contrary intention appears:

- a) Clause headings used herein are for convenience of reference only and are not intended to define, limit or modify the provisions of this Agreement in any way;
- b) Words in the singular number include the plural and vice versa; and
- c) In the event of any inconsistency between figures and words, the amount indicated in words shall prevail to the extent of such inconsistency.



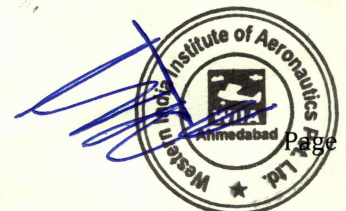
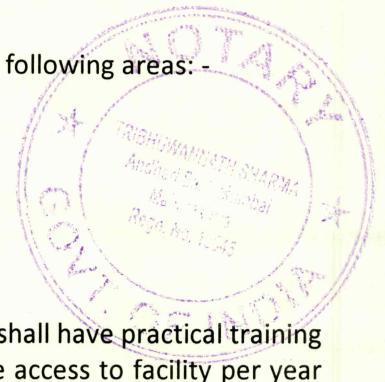


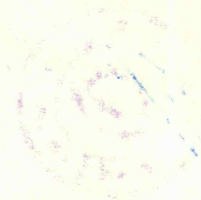
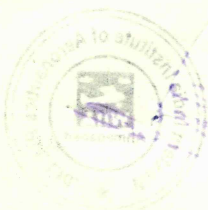
2. AGREEMENT OBJECTIVE

- 2.1. The Training Provider hereby engages the Service Provider to provide practical training sessions under the B1.1 & B2 license basic training courses and on job training (hereinafter referred to as the "Training") to third parties (hereinafter referred to as the "Trainees") on aircrafts as provided by the Service Provider (hereinafter referred to as the "Aircraft") at the Training Facility.
- 2.2 The Service Provider hereby accepts such engagement.

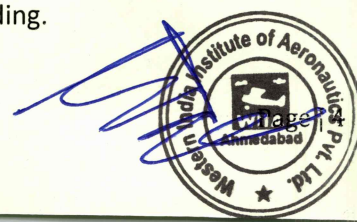
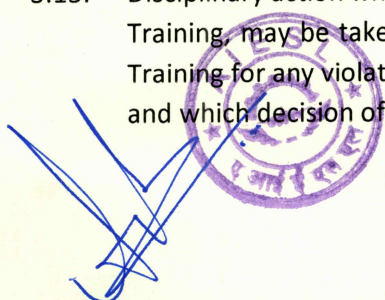
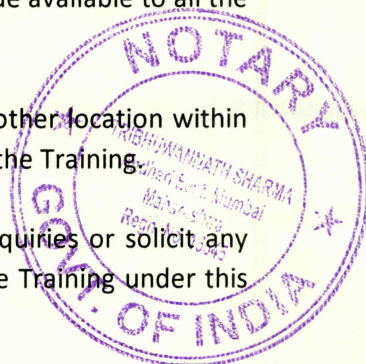
3. TRAINING

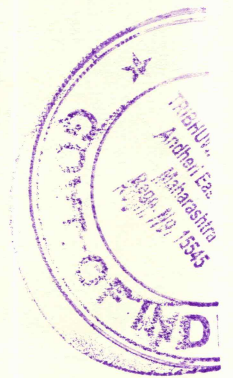
- 3.1(a) The Training Provider hereby represents and warrants that it has the training capability of providing theoretical training to the Trainees.
- 3.1(b) The Service Provider shall provide the access to the Trainees in the following areas: -
1. Composite repairs
 2. Engine and propellers
 3. Major Maintenance
 4. Line Maintenance
 5. Component Overhaul
- 3.1(c) At a time, maximum 15 trainees per Practical Supervisor/Assessor shall have practical training at Service provider facility. The service provider agrees to provide access to facility per year for 30 students of B1.1 category and 30 students of B2 category.
- 3.2. The Training Facility shall only be used for the Aircraft type made available by the Service Provider.
- 3.3.(a) The Training Provider shall provide the Service Provider with a list of tasks for providing the required Training as prescribed in the SOP. Service Provider shall train the Trainees for the task performance and knowledge by its Practical Supervisor/Assessor. The Trainees are expected to perform these tasks on their own in presence of Practical Supervisor/ Assessor After the practical performance the Trainees are expected to note down the details of the task performed in their logbook, which shall be duly signed, by the Practical Supervisor/Assessor.
- 3.3.(b) The Training Provider shall ensure that no more than five (5) Trainees shall be permitted inside the cockpit of the Aircraft during Training at any given time. Trainees while undergoing Training shall only be allowed to observe and under no circumstances shall they be permitted to operate systems of an aircraft undergoing maintenance by the Service Provider.
- 3.4 The Training Provider shall provide the details of its preferred Training hours to the Service Provider for the purpose of booking the Aircraft for Training, and the Service Provider shall make such bookings as requested by the Training Provider from time to time, subject at to the availability of such Aircraft.
- 3.5 Subject to the terms of Clauses 3.4, the Service Provider shall schedule Training sessions on the Aircraft for the Training Provider. In this regard, the Parties agree that the Training Provider shall provide the Service Provider with firm slot requests for scheduling allocated hours of the Training on the Aircraft, at least thirty (30) Days' prior to the proposed commencement of the Training;





- 3.6 The Service Provider shall, on receipt of the slots requested by the Training Provider pursuant to Clause 3.5 of this Agreement, within 15 (fifteen) Days, on receipt of such request confirm in writing to the Training Provider, the availability of the dates requested and allocate specific slots on the specified dates in advance or suggest alternative dates for the Training Provider's consideration. The Service Provider does not in any way guarantee the availability of particular dates and timeslots unless such availability has been confirmed by the Service Provider in writing.
- 3.7 In the event, the Training Provider reschedules or cancels a scheduled Training session, the Service Provider shall not be liable to reimburse the Training Provider for any Charges already paid by the Training Provider
- 3.8. The Parties agree that any aircraft shall only be made available for Training when such an aircraft is in the control of the Service Provider for scheduled maintenance. For the avoidance of doubt, the Service Provider reserves the right to refuse the availability of an Aircraft to the Training Provider for Training at its sole discretion and the Training Provider hereby acknowledges such absolute right of the Service Provider.
- 3.9. The Training Provider shall ensure that the Trainees (a) obtain hangar entry and security passes through AIESL's/ BCAS/ AIL's security before the commencement of the Training and (b) shall comply with the SOP at all times. In the event any Trainee fails to obtain the hangar entry and security pass or fails to adhere to the SOP, the Service Provider reserves the right to refuse to provide Training to such a Trainee.
- 3.10 The Training Provider shall ensure that all Trainees undergoing Training are equipped with safety caps, gloves, boots and uniform at all times and the same are made available to all the Trainees by the Training Provider at its own cost and responsibility.
- 3.11 The Training Provider shall ensure that the Trainees shall not visit any other location within the Training Facility except as authorized by the Service Provider during the Training
- 3.12 The Training Provider shall ensure that the Trainees shall not make inquiries or solicit any information about any other program other than the one governing the Training under this Agreement.
- 3.13 The Training provider shall ensure that before the Trainees are brought on the Aircraft, the Practical Assessor shall provide a safety briefing about precautions upon accidentally coming in contact with hydraulic fluids while near the Aircraft to the Trainees.
- 3.14. The Service Provider shall not be responsible to provide any transport facility to the Trainees and the Trainees shall make their own transport arrangements to and from the Training Facility and shall not be entitled to Service Provider's and/or AIL's transport facilities.
- 3.15. Disciplinary action while undergoing the Training including but not limited to debarment from Training, may be taken by the Service Provider in respect of any or all Trainees undergoing Training for any violations at any time without giving any prior notice to the Training Provider and which decision of the Service Provider shall be final and binding.





- 3.16. Service Provider agrees to have the Training Facility audited by DGCA representative to the extent of meeting the training requirements.
- 3.17 Indicative practical training hours as proposed by the training provider are attached as **Annexure A** to this agreement.
- 3.18 Both Service provider and Training provider shall nominate nodal officer for liaisoning between Service provider & training provider in order to coordinate the entire training process as detailed above.
- 3.19 Training provider will provide on FOC basis suitably qualified Trainer/ Assessor on deputation to the Service Provider in order to carry out the training.

4. TERM OF AGREEMENT

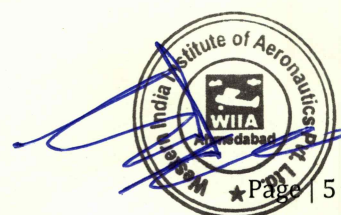
- 4.1 This Agreement shall be effective from the Effective Date and shall remain valid for a period of five (5) years unless otherwise terminated earlier by either Party, as per the terms of this Agreement. The Parties agree that this Agreement may be renewed by the Parties upon mutually agreed terms and conditions in writing.

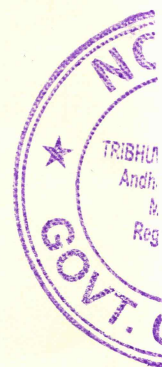
5. CHARGES AND PAYMENT TERMS

- 5.1 The Training Provider shall pay to the Services Provider the charges for providing the Training (the "Charges") as follows:

Category	Practical Training Hours/Weeks/Month	Practical Training Charges Per Trainee (INR)
B1.1(Aeroplane Turbine)/ B2 Avionics	08 Weeks Training Covering 288 Hours (145 hours in 5th Semester & 143 Hours in 6th Semester)	Rs 75,000/-

The above charges are exclusive of GST and any applicable taxes such as royalty etc. which shall be borne by the training provider. The Training Provider shall pay the said Charges, at least 15 (fifteen) Days prior to the start of each scheduled batch of Training. All payments shall be made in favor of AI Engineering Services Limited. It is hereby acknowledged by the Parties that the said Charges shall be applicable for a period of 3 (three) Years from the Effective Date and for the 4th & 5th Year, the Training Provider agrees to pay the Charges as decided by the Service Provider. In the event that the Training Provider does not agree to pay the revised Charges as communicated by the Service Provider, the Agreement may be terminated by either Party through a written notice to the other Party.





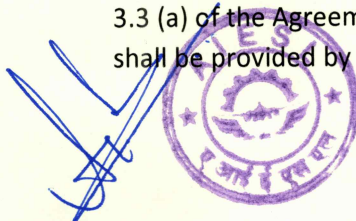
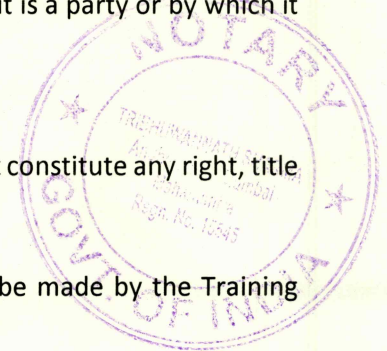
6. REPRESENTATIONS AND WARRANTIES

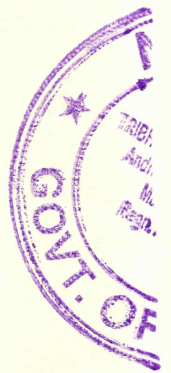
6.1 Each of the Parties represents and warrants to the other as on the Effective Date that:

- a) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Agreement and the performance of its obligations here under.
- b) This Agreement has been duly authorized, executed and delivered and constitutes legal, valid and binding obligations of the Party, and is enforceable against the Party, in accordance with the terms hereof
- c) The execution, delivery and performance of this Agreement shall not be in conflict with, or shall result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body in India, or under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is affected or bound to be affected.

6.2 Training Provider represents and warrants to Service Provider that:

- a) The rights of the Training Provider under the Agreement shall not constitute any right, title or interest of any kind in or to any of the Aircrafts.
- b) No structural changes, alterations to any of the Aircrafts shall be made by the Training Provider or its employees.
- c) All mandatory markings in the cabin and/or cockpit shall not be disturbed or altered by the Training Provider or its employees.
- d) The Training Provider shall not cause or permit any claim, lien or other encumbrance arising from this Agreement to attach to the Aircrafts or any portion thereof or the Service Provider/AIL's interest therein.
- e) The Training Provider shall be solely responsible for obtaining all regulatory and governmental clearances, permissions and approvals for providing the Training, under this Agreement.
- f) The Training Provider shall ensure that the Trainees shall obey all instructions, whether verbal or written, given by the Service Provider or the Practical Supervisor/Assessor as appointed by the Service Provider as the case may be, whilst availing the Training, and any action of the the Trainee contrary to such instructions shall be construed as breach of discipline and the Service Provider shall take immediate appropriate action and the Training Provider shall be liable to pay any reasonable costs or damages suffered by the Service Provider due to such breach.
- g) The documentations (including but not limited to the list of tasks as provided under Clause 3.3 (a) of the Agreement) required to enable the Service Provider to provide the Training, shall be provided by the Training Provider





7. INDEMNIFICATION

7.1 Training Provider agrees to fully indemnify the Service Provider, AIL and their directors, officers, contractors, subcontractors, agents, and employees from any liability, claims, demand, losses, suits, expense, causes of action, loss, or damage whatsoever which may be suffered by, accrued against, charged to, or recoverable from the Service Provider, AIL (including its directors, officers, contractors, subcontractors, agents, and employees) by the reason of any injury, including death, to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to the Service Provider at all times in connection with or arising out of or pertaining to this Agreement, it being the intent of this Clause to protect and indemnify the Service Provider from any and all loss arising out of or in connection with the obligations of the Training Provider performed under this Agreement, except to the extent that the claims, expenses, causes of action, losses or damages which arise out of the Gross Negligence or Willful Misconduct of the Service Provider.

7.2 The obligation undertaken hereinabove shall expressly include, without limitation, indemnification against injuries or death of any Trainee or Service Provider's/Practical Assessor(s)/Supervisor(s) and Training Provider's employees in any way connected with or resulting from the sole, joint, or comparative negligence of any Trainee or Training Provider's employees/instructor(s), whether acting jointly or severally.

7.3 Indemnity provided under this Clause 7 shall survive termination or expiration of this Agreement.

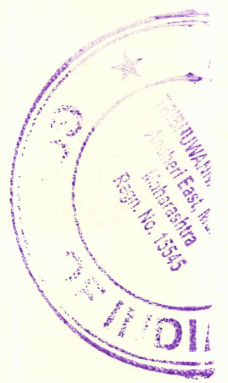
8. LIABILITY

8.1 Notwithstanding anything to the contrary contained herein the Training Provider acknowledges that the Service Provider cannot guarantee or warrant to the Training Provider that any person availing Training under this Agreement will achieve any specified level of proficiency or will qualify for any license, certificate or rating issued by any regulatory agency or any authority (including but not limited to DGCA). Without prejudice to the generality of the foregoing, the Service Provider shall not be liable for any incompetence displayed by any Trainee who is undergoing or has undergone Training under this Agreement.

8.2 For any non-function or malfunction of any Training device or equipment, the Service Provider shall not incur any liability whatsoever, whether by way of direct or indirect damages or otherwise. The only responsibility of the Service Provider in such an event shall be to reschedule and provide alternative slots as mutually agreed by the Parties for providing the Training.

8.3 Under no circumstances shall either Party be liable for any indirect, special or consequential damages to the other Party.





9 FORCE MAJEURE

- 9.1 Either Party shall not be liable to the other for any delays in performing or for the failure to perform any of its obligations or duties hereunder due to unforeseen circumstances or causes beyond its reasonable control, including but not restricted to Act of God, War, riot, embargo, act of civil or military authorities, fire, floods, accidents, terrorist activity, strikes, gales, storm, earthquake, explosions or other catastrophes, warlike operations, boycott, rebellions, sabotage, epidemics, quarantines, lock out, governmental action, orders, regulations or restrictions, or industrial conflicts, hostilities, revolution, civil commotion or public disorder, labour disturbances / disputes or any other cause beyond the control of such Party, including the non-availability of the Aircraft for reasons beyond the control of the Service Provider (each a "Force Majeure Event").
- 9.2 The Party encountering and affected by a Force Majeure Event shall promptly inform the other Party in writing immediately explaining the nature and expected duration of the Force Majeure Event and shall use its best reasonable efforts to resume performance of this Agreement in accordance with its terms as promptly as possible and/or to minimize the economic and other effects.
- 9.3 For the avoidance of doubt, it is agreed between the Parties that revenue obligations for actual completed performance of the Agreement shall not be excused due to a Force Majeure Event and shall not be subject to suspension.
- 9.4 If the period of Force Majeure Event, exceeds 2 months from the receipt of written notice of the Force Majeure Event, either Party may, by giving a two (2) month written notice to the other Party, terminate this Agreement.

10. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

10.1 Governing Law

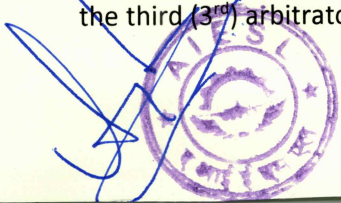
This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

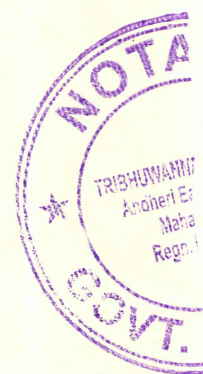
10.2 Jurisdiction

Any dispute or disagreement whatsoever arising out or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of New Delhi, India, only.

10.3 Dispute Resolution

- 10.3.1 In case of any dispute arising out of or relating to this Agreement the parties shall use their respective reasonable efforts and allocate sufficient resources to negotiate in good faith and to resolve such dispute within thirty (30) days from the date when such dispute is communicated by either Party to the other Party.
- 10.3.2 If no settlement is reached within thirty (30) days from the date when such dispute is communicated by either Party, or if the Parties fail to meet within such time, the dispute shall be referred to and finally resolved by arbitration.
- 10.3.3 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.





10.3.4 The venue of such arbitration shall be New Delhi, India and the arbitration proceedings shall be conducted in English language.

10.3.5 The arbitration award passed under this Clause 14, shall be final and binding on the Parties.

10.3.6 Each Party shall bear their own cost with respect to such arbitration

11. ASSIGNMENT

No Assignment without consent

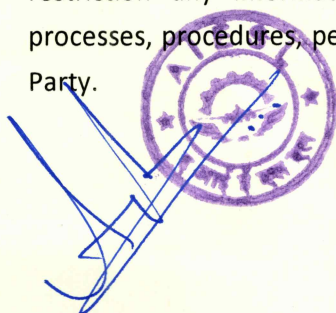
- a) The Training Provider shall not assign this Agreement, in whole or in part, nor any of its rights or obligations hereunder, without the express and prior written consent of the Service Provider, which consent may be provided or denied by the Service Provider in its sole and absolute discretion.
- b) Any assignment of this Agreement or any of the rights hereunder, without the Service Provider's express and prior written consent shall be absolutely void and in the Service Provider reserves the right to terminate this Agreement by providing a fifteen (15) Days' prior notice to the Training Provider.

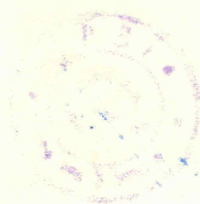
12. WAIVER

No forbearance or delay on the part of either Party in enforcing its rights, under this Agreement shall constitute or operate or deem to constitute or operate as a waiver of any terms of this Agreement, or a forfeiture of any such rights or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by the applicable laws.

13. CONFIDENTIALITY

- 13.1 Confidential or proprietary information means information that is designated as 'confidential' or which by its nature is clearly confidential. The Confidential Information includes, without restriction any information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs and finance of either Party.





13.2 The Training Provider acknowledges that, pursuant to this Agreement it may have access to certain information concerning the Service Provider and /or AIL, including but not limited to the suppliers and third party vendors of the Service Provider and AIL, manufacturers of aircrafts provided under the Services, etc. which is either confidential or proprietary in nature, whether received orally or in writing, each forms a part of the Confidential Information and the Training Provider acknowledges and agrees that all Confidential Information whether disclosed orally or in writing, is the property of the disclosing entity or person and constitutes valuable, special and unique assets of the business of such entity or person. The Training Provider agrees that it shall neither disclose to any third party (except its employees, consultants or advisers who have a need to know the information and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein) nor use such Confidential Information for any purpose other than for the purpose of this Agreement. These nondisclosure obligations shall not apply to the Confidential Information that (a) is or becomes public through no breach of this Agreement, (b) is received by the receiving Party from a third party free to disclose it, (c) is independently developed by the receiving Party or (d) is required by law, judicial, government order or other legal process to be disclosed (including disclosure requirements which must be made to comply with obligations of a Party as a public company), provided in such case that the Party required to make such disclosure, provides to the disclosing Party reasonably prompt notice of any such requirement prior to making such disclosure, so that such Party may seek an appropriate protective order, waive compliance with this provision with respect to such disclosure and/or agree to the contents and/or terms of such disclosure . In the event of a breach of the Agreement by the receiving Party or termination of the Agreement, Confidential Information shall be returned to the disclosing Party upon its request.

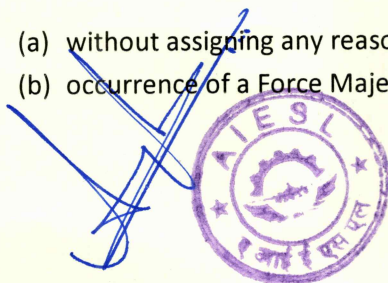
13.3 It is hereby agreed between the Parties that the Training Provider shall be solely responsible and liable for any and all claims of a third party (including but not limited to the suppliers and third party vendors of the Service Provider and AIL, manufacturers of Aircrafts provided under this Agreement etc.), related to wrongful disclosure of the Confidential Information by the Training Provider or its employees and the Training Provider hereby agrees and undertakes to keep the Service Provider and AIL fully indemnified against any such claim of a third party.

14. Termination

14.1 Termination by Either Party

Notwithstanding anything contained under Clause 14.5, either Party shall have the right to terminate this Agreement prior to the expiry of the Term by providing the other Party with a written notice of two (2) months on the following grounds:

- (a) without assigning any reason whatsoever; and
- (b) occurrence of a Force Majeure Event as per Clause 9 above.





14.2 Termination by AIESL

In the event of breach of any of the terms of this Agreement by the Training Provider, the Service Provider reserves the right to terminate this Agreement and claim damages from the Training Provider at the sole cost and risk of the Training Provider. Following events shall constitute an event of default by the Training Provider warranting action by the Service Provider under this Clause:

- 14.2.1 Breach by the Training Provider of any of its obligations or representations and warranties stipulated herein.
- 14.2.2 The Training Provider fails to make any payments to the Service Provider as per the terms and within the timelines stipulated under this Agreement.
- 14.2.3 The Training Provider, its employees/Practical Assessor(s), agents etc. or the Trainees are in breach of any of the terms and conditions of this Agreement.

14.3 In case it is found during the period of subsistence of this Agreement that the Training Provider has made any material misrepresentation or has given any materially incorrect or false information before signing or during subsistence of this Agreement, this Agreement shall, notwithstanding anything to the contrary contained herein be liable to be terminated, by a communication in writing by Service Provider to the Training Provider without the Service Provider being liable in any manner whatsoever to the Training Provider.

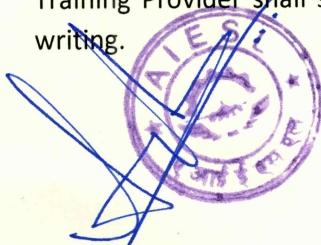
14.4 Termination by the Training Provider

Following events shall constitute an event of default by the Service Provider warranting action by the Training Provider under this Clause:

- 14.4.1 Breach by the Service Provider of any of its obligations or representations and warranties stipulated herein.
- 14.4.2 The Service Provider, its employees or agents are in breach of any of the terms and conditions of this Agreement.

14.5 Termination Notice

- 14.5.1 In the event that the Service Provider wishes to terminate this Agreement for any reason whatsoever, the Service Provider shall be entitled to terminate this Agreement by serving 2 (two) months advance notice in writing to the Training Provider.
- 14.5.2 If the Training Provider desires to terminate this Agreement for any reason whatsoever, the Training Provider shall serve a 3 (three) months advance notice to the Service Provider in writing.





15. LEGAL STATUS

The relationship of the Parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, agency or partnership or similar relationship between the Parties, or to authorize a Party to act as an agent or representative for the other Party. No Party shall have express or implied authority to bind or represent the other Party for any purpose whatsoever unless expressly agreed in writing by the other Party.

16. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties. All prior conversations, negotiations or agreements either oral or in writing between the Parties or their respective agents are cancelled and superseded by this Agreement.

17. AMENDMENT

No amendment, modification, variation or waiver of any provision of this Agreement shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

18. EXPENSES

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Agreement and any other relevant documents.

19. TITLE

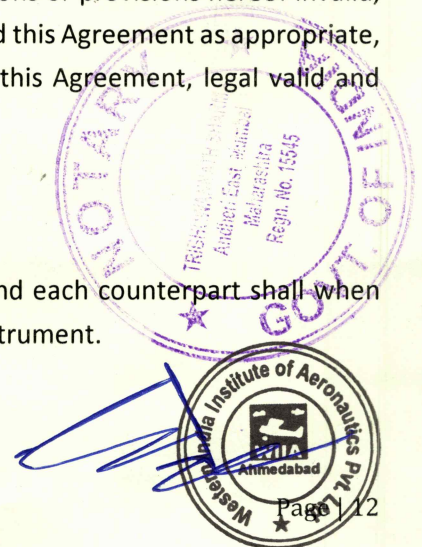
The Training Provider hereby acknowledges and agrees that it shall not have any claim, right, interest of any nature whatsoever or with respect to the ownership of the Aircraft, equipment or component or the intellectual property contained therein or related thereto or to the Training Services provided under this Agreement by the Service Provider.

20. SEVERABILITY

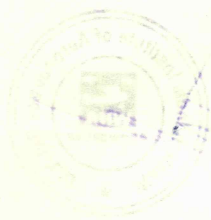
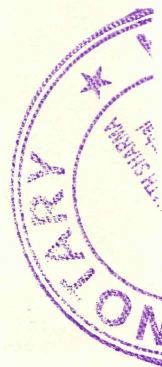
If any clause, section or provision of this Agreement is found to be invalid, illegal or unenforceable, by the provisions of the applicable law, such invalidity, illegality or unenforceability shall not render the remaining clauses, sections or provisions hereof invalid, illegal or unenforceable. In such a case, the Parties shall amend this Agreement as appropriate, seeking to achieve the minimum extent necessary to make this Agreement, legal valid and enforceable.

21. COUNTER PARTS

This Agreement may be executed in several counterparts, and each counterpart shall when executed and delivered shall constitute one and the same instrument.



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IN WITNESS WHEREOF the said Parties hereto have hereinto set and subscribed their respective hands to these present and to the duplicate hereof the Day and the year first hereinabove written.

SIGNED AND DELIVERED BY THE

AI ENGINEERING SERVICES LTD.

Signature & Stamp


Name:

Designation: सत्यवीर के. एस. / SATYAVIRA K. S.

Through, कार्यपालक निर्देशक - इंजीनियरिंग
Executive Director - Engg.

Through, ए आई इंजीनियरिंग सर्विसेस लिमिटेड
AI ENGINEERING SERVICES LTD.

In the presence of:

Sign: 

Name: Deep Varma

Designation: Nodal officer

SIGNED AND DELIVERED BY THE

WESTERN INDIA INSTITUTE OF AERONAUTICS
PVT. LTD. (WIIA), AHMEDABAD.

Signature & Stamp


Name: Shridhar Mulchandani

Designation: Chief Liaison Officer

Through,
WESTERN INDIA INSTITUTE OF AERONAUTICS PVT.
LTD. (WIIA), AHMEDABAD.

In the presence of:

Sign: D.R. Paradiya

Name: Dipak Paradiya

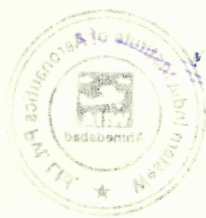
Designation: Quality manager



BEFORE ME

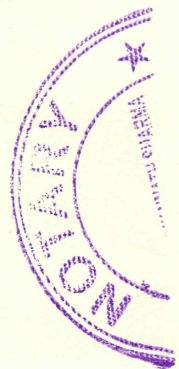
TRIBHUVAN KATH SHARMA
M.A., Literature (English), LL.B. (Bom)
ADVOCATE & NOTARY, GOVT. OF INDIA
Regn. NO. 15545

Reg. No. 13
Sr. No. 326/24
Dt. 16/07/24



सत्यविरा क. एस. ए. सत्यविरा क. एस.

कार्पोरेट डायरेक्टर - इंजीनियरिंग
Executive Director - Engg
ए और इंजीनियरिंग सर्विसेस लिमिटेड
AI Engineering Services Ltd



Annexure A

1. List of Practical Activity (List of Task will be in mentioned Interface Manual)

2. Practical training hours

Category	Practical Training Hours
Category B1.1 (Aeroplane Turbine)	288 hours (145 hours in 5 th Semester & 143 Hours in 6 th Semester)
Category B2 (Avionics)	288 hours (145 hours in 5 th Semester & 143 Hours in 6 th Semester)

