

These "Golden Rules" form part of the Incubation Agreement Body.

The Companies or Individuals hereinafter called the 'Licensee' as per the Incubation Agreement with AIG has been permitted. If there is any conflict in the rules and byelaws given below, with any of the clauses of the agreement mentioned above, the rules/clauses of the said agreement will prevail.

## 1. Tenure of Incubation Supplementary Term

The Licensee will be permitted to incubate in AIG for a period of One (1) Year. One further extensions can be granted for 3 months, at the sole discretion of AIG at an overhead cost which shall be borne by the Licensee

### Exit

The Licensee will be required to leave the incubator under the following circumstances:

- After the completion of the Incubation including extended incubation period, if any.
  - Underperformance or in-ability to perform business as evaluated and decided by AIG on case to case basis
  - Irresolvable promoters' disputes in opinion of AIG on case to case basis
  - Violation of any Statue, rules and regulations of AIG in the opinion of AIG & Mentors allocated on case to case basis.
  - Capital cash flow **exceeds AU\$ 1 million** in the opinion of AIG on case to case basis
  - Number of employees of the Licensee exceeds 20
  - When the annual gross revenues of the Licensee (excluding all the taxes) **exceeds AU\$ 3 million** or the Net Profit After Tax **exceeds AU\$ 1 million**
  - When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
  - Licensee plans for a public issue in the opinion of AIG on case to case basis
  - Major change in promoters'/ founders' team in the opinion of AIG on case to case basis.
  - Any change of more than 50% of equity ownership unless approved by AIG, in the opinion of AIG on case to case basis
  - Any other reason for which AIG may find it necessary for a Licensee to leave.
- Notwithstanding anything written elsewhere, AIG decision in connection with the exit of a Licensee company shall be final and shall not be disputed by any Licensee company.***

## **2. Facility Usage**

The Licensee may undertake only official usage, meeting usage, from workstations allotted at AIG premises. Conference/board room, storage and other public area (except kitchen and toilets) is on request and approval basis. Charges may apply if massive storage and handling facilities required.

If a Licensee require more space or has vacant space, a request for additional space/surrender of the space is required to be made to AIG Centre Manager.

- 3.** The AIG Centre address may be used as the address of the Registered Office of the Licensee.
- 4.** Subleasing or subletting of any kind of the space given by AIG is not allowed. Non-observance of this rule will result in immediate expulsion.
- 5.** The Licensees are required to provide a list of their full time and part time employees at least once every month.
- 6.** All the visitors to the AIG Centre are required to sign in the visitor's register.
- 7.** The space given at AIG Centre is with all basic amenities including furniture. After the completion of incubation, the space should be returned in the same condition as it was in the time of taking the occupying the space of AIG excluding normal wear and tear, decision of AIG in this regard will be final.
- 8.** The Licensee should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by AIG.
- 9.** All Licensees are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of AIG Centre Manager. All the Licensee companies are required to keep a first aid kit in the space provided to them.
- 10.** No Licensee or its employees can display notices or signage beyond the space or Boards provided for such signage by AIG.
- 11.** It is the responsibility of all the Licensees and their employees to use the common facilities e.g. common area, fax & other machines etc. with due diligence and care.

- 12.** The Licensee shall be required to submit to the AIG an unaudited/audited financial statement before the 7<sup>th</sup> of every month to AIG Centre Authority. Non-compliance with the same would result in a fine of AU\$ 200 and if the same is not given for three months continuously the offices of the company would be sealed without any further notice. The company should also inform AIG on the progress on the incubation projects and should make presentations to the Committee on a quarterly basis and non-compliance would result in similar penalties stated above. The Licensee is also obliged to submit to AIG one copy each of the Memorandum of Board and Annual Report (as and when approved by their Board of Directors).
- 13.** It will be obligatory for the Licensee to involve allotted mentors for developmental areas
- 14.** Notwithstanding any issue/dispute pending between the Licensee and AIG at the time of completion of the agreed tenure of incubation period, or if given an exit notice by AIG, the Licensee must vacate the allotted space unconditionally.
- 15.** The Licensees are required to keep the AIG informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the AIG Centre.
- 16.** AIG reserves the right to nominate one representative to the Licensee company's Board of Directors till AIG exits from the company.
- 17.** The Licensees are required to keep AIG informed in advance and obtain their concurrence in writing for the following during the incubation period:
- a) Change of Name of Incubation Company to any other form of legal entity
  - b) Any Major change in their incubation/business plans
  - c) Change in their ownership pattern
  - d) Change in their Board of Directors
  - e) Disposal of assets
- 18.** AIG reserves the right to release information regarding the Licensee /the Incubation/the product or service to the media to promote AIG for non-commercial purposes.
- 19.** All Licensee Companies incubated in the Centre would be required to submit their audited annual Balance Sheet to the Centre after graduating from the Centre.
- 20.** On issues wherein no rules and/or byelaws are clearly defined, AIG rules and/or byelaws shall prevail.

## 21. Disclaimer

The Licensee understands and acknowledges that AIG intends to provide facilities and supports to the Licensee Company in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies and/or by incubating and supporting new enterprises. It is understood that by agreeing to provide various facilities and supports, AIG does not undertake responsibility for:

- Ensuring success of an Licenssss, its products/ process/ services or marketability,
- Ensuring quality of support provided by AIG to the complete satisfaction of the Licensee companies or their promoters/ founders.
- Ensuring quality of services of the consultants engaged by the Licensee companies through AIG network. Licensee companies will have to apply their judgments before getting in to a relationship with them.

The Licensee agrees that AIG or their employees shall not be held liable for any reason on account of the above.