

Supports Start-ups for a Low-Carbon Economy

Start-ups are at the forefront of developing innovative technologies and solutions that facilitate the shift towards a sustainable, low-carbon economy. These enterprises not only generate job opportunities but also stimulate economic growth within the region, thereby enhancing both local and global green economies. Green start-ups are dedicated to minimizing carbon emissions, conserving natural resources, and reducing environmental harm. Their achievements yield significant environmental advantages. By fostering green start-ups, Manipal University Jaipur encourages future entrepreneurs and innovators to emphasize environmental sustainability in their business endeavors. Successful green start-ups have the potential to emerge as global leaders in their sectors, prompting industries and governments to embrace environmentally friendly practices.

Manipal University Jaipur is utilizing its resources, expertise, and networks to support start-ups that align with its vision for a more sustainable future. Manipal University Jaipur provides specialized incubator and accelerator programs designed specifically for green start-ups. These initiatives grant participants access to mentorship, funding avenues, collaborative workspaces, and a nurturing ecosystem that fosters their development. The university also offers start-ups the benefit of innovative research facilities and the expertise of its faculty, which can facilitate the creation of pioneering technologies aimed at tackling environmental issues. Furthermore, Manipal University Jaipur links green start-ups with investors, venture capitalists, and grant programs that prioritize sustainability and clean technology, which is essential for the expansion of innovative solutions. Additionally, the university conducts workshops, seminars, and training sessions focused on business development, marketing, and intellectual property management, equipping start-ups to refine their strategies and effectively navigate the intricate business environment. Manipal University Jaipur also organizes events, conferences, and networking opportunities that enable connections with industry professionals, potential collaborators, and customers, significantly boosting a start-up's visibility and growth potential.

Atal Incubation Centre at Manipal University Jaipur supports and fosters its various stakeholder's start-ups in collaboration with Government that focuses on sustainability, improved energy efficiency, low-carbon practices at various potential industries.

List of incubated Start-ups at Manipal University Jaipur is as follows:

Start-Ups Name	Incubation Center	Name of Founder	Contact Details
Malawalas (Umidigi Infusions Llp)	Atal Incubation Centre Manipal University Jaipur	Prakash Jangid Rakesh Choudhary	malawalas@gmail.com
E-Green	Atal Incubation Centre Manipal University Jaipur	Ashutosh Sharma	ashusharma1493@gmail.com go.egreen1@gmail.com
Gogreen Products Pvt. Ltd.	Atal Incubation Centre Manipal University Jaipur	Firoz Alam Faroque Sanchit Bandyopadhyay	firozalam.faroque@jaipur.manipal.edu sanchita.bandyopadhyay@jaipur.manipal.edu sanchitab.ghosh@jaipur.manipal.edu
Creospiration Eco-friendly Solutions Pvt. Ltd.	Atal Incubation Centre Manipal University Jaipur	Dr. Lalita Ledwani Dr. Naresh Ledwani	lalita.ledwani@jaipur.manipal.edu



भारतीय गैर न्यायिक
 एक सौ रुपये **Rs. 100**
 Research Methodology Part A Assignment 1 Template

Area of Research:

Name of your Guide:

SL No	Name of Collaborator	Area of Research



AT 404113

Nature of Collaboration:- Choose from the following and Elaborate on it

1. work together on the research project
2. original research proposal development
3. for one or more of the main elements of the research (e.g. the experimental design, construction of research equipment, execution of the experiment, analysis and interpretation of the data)
4. writing up the results in a paper
5. original idea or hypothesis, the theoretical interpretation
6. the original project proposer and/or fund raiser
7. Any other type of collaboration.

FOR UMIDIGI SOLUTIONS LLP
 Dinya Pritwani
 PARTNER

Memorandum of Understanding

This **Memorandum of Understanding Agreement ("Agreement")** is entered into on this the 19th November 2021 by and amongst:

1. **AIC - MUJ Incubation Foundation (U93090RJ2018NPL061558)**, registered under the provisions of the Companies Act 2013 and having its registered office at C/O Manpal University Jaipur, Dehmi kalan, Jaipur Ajmer Expressway, Rajasthan - 303007 (herein after referred to as the "**Incubator**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)
 2. The persons set out in Schedule I hereto (hereinafter referred to as individually as a "**Founder**" and collectively as the "**Founders**", which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and permitted assigns);
- AND**
3. **UMIDIGI SOLUTIONS LLP (AAP-3631)**, a company incorporated under the laws of India and having its registered office at 175,MODI NAGAR, PURANI CHUNGI, AJMER ROAD, JAIPUR, RAJASTHAN, 302019(hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Each of the Founders, the Incubator and the Company shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

Dinya Pritwani
 PARTNER

FOR UMIDIGI SOLUTIONS LLP
 PARTNER

क्रमांक 2928 दिनांक 19/11/2020

मुद्रांक का मूल्य 1.50/-
क्रेता का नाम Umidigi Infusions LLP

पिता/पति का नाम
पता 175, Modi Nagar, Ajmer Road, Jaipur

मुद्रांक खरीदने का कारण तथा सम्बन्धित कार्य का मूल्यांकन 549/- 42

बालमुद्रांक परामर्शी
लॉ. स्वास सिंगल
ता. नं. 110/2011-12
251, राजनी विहार, हासपुरा
अजमेर रोड, जयपुर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प सन्धि पर प्रयोजित अधिभार	
1. आधारभूत अथवा परामर्शी सुविधाओं हेतु (धारा 3-क) -	1.50/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) -	2.00/-
कुल राशि 3.50/-	
हस्ताक्षर स्वास सिंगल	

WHEREAS the Company, is seeking professional and infrastructural support and guidance more specifically enumerated in Schedule II (the "**Incubator Facilities**"). The Incubator has hereby committed to support and mentor the Company and the Founders for a period of **twelve months**<Incubation Period> from the **Effective Date**.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions & Interpretation:

1.1 Definitions:

Act shall mean the Companies Act, 1956 and the Companies Act, 2013, as may be applicable, together with the rules and regulations hereunder, as may be amended, modified, supplemented or re-enacted from time to time;

Board shall mean the board of directors of the Company;

Business shall mean the "**Unique solution converting all the waste flowers upcycled into variety of products including incense sticks.**".

Direct Competitor shall mean any Person engaged in the same or similar business as the Business;

Effective Date shall mean the date on which the Parties mutually agree on the Machine List and Timelines;

Law shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

Success Fee shall mean a claim by Incubator for a success fee or incentive fee calculated at the rate of **5% of total business or funds generated** via connections or programs executed or facilitated by incubator. The funds could be generated by Sales, Paid Contracts, Grants received, Investor Capital Raised, etc.

1.2 Interpretation: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Investment Agreement.

2. Consideration.

Further for business or funds generated via connections or programs executed or facilitated by AIC a success fees would be charged by the incubator and the same shall be payable within 15 (fifteen) days of receipt of 15% payment from the said contract.

3. Relationship: The Incubator shall be an independent contractor and nothing in this Agreement shall render the Incubator an employee, worker, agent or partner of the Company.

4. Term & Termination:

4.1 This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 4.2 below

4.2 Termination:

(i) This Agreement may be terminated at the option of the Incubator if the Success Fee is not

Divya Prithwani


FOR UMIDIGI INFUSIONS LLP


transferred in accordance with Clause 2.

- (ii) This Agreement may be terminated at the option of the Incubator in the following circumstances:
 - (a) use of the Incubator Facilities by the Company for purposes other than for furtherance of its business;
 - (b) causing damage to the Incubator's property;
 - (c) Breach by the Company of the covenants set out in Schedule III hereto.
- (iii) This Agreement may be terminated at the option of the Company or the Founders if (a) the Effective Date has not occurred within 3 months of the Execution Date or (b) there is a material deviation in the Machine List and Timelines.
- (iv) This Agreement may be terminated at the option of the Company or the Founders in the event the Incubator fails to comply with its responsibilities under this Agreement or materially breaches the terms of this Agreement.
- (v) This Agreement may be terminated at any time by the mutual agreement of the Founders and the Incubator.

4.3 In the event of termination by the Incubator for the reasons set out in (ii) above, the Incubator may require the Company to vacate the premises with 7 days' notice, subject to the Dispute Resolution procedure set out herein.

4.4 In the event of termination by the Company or the Founders for the reasons set out in (iii)(b) or (iv) above, 50% of the Success Fee must be transferred back to the respective Founders by the Incubator as soon as commercially possible, subject to the Dispute Resolution procedure set out herein.

4.5 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.

4.6 The clauses of this Agreement which by their nature should survive termination shall survive such termination.

5. **Limitation of Liability:**

5.1 In no event shall the Party be liable to any other Parties for any special, incidental, indirect or consequential damages arising out of or in connection with this Agreement.

5.2 In no event shall a Party or any of its partners, officers, employees, representatives or agents be liable for any liability whatsoever for any losses or expenses of any nature suffered by another Party arising directly or indirectly from any act or omission of such Party or its employees, agents or representatives hereunder.

6. **Tax Liability:** Any and all tax liability that may be incurred by a Party as a consequence of operation of Applicable Law shall be borne by the respective Party.

7. **Costs and Expenses:** Each Party will bear its own expenses incurred in connection with the preparation, negotiation and execution of this Agreement. In addition, all costs and expenses in relation to payment of any stamp duty, registration duty and service taxes on the Definitive Documents under applicable Law shall be borne equally by the Company and the Incubator.

8. **Indemnity:** Each Party hereby agree to protect, defend, indemnify and hold harmless the other Parties, their employees, officers, partners, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements), arising from or relating to any third party claims, demands, fines, penalties and other sanctions imposed by any authority for non-compliance with any applicable law pursuant to and by virtue of this Agreement; and/ or any losses, liabilities, expenses, damages and / or claims suffered or incurred by the Incubator (including reasonable legal fees) as a result of such Party's negligence, fraud or wilful default in relation to this Agreement.




FOR UNIDIGI INFUSIONS LLP

Partner

Each Party shall also indemnify and keep indemnified the other Parties for any breach of the terms and conditions of this Agreement.

9. Intellectual Property:

- 9.1 "Intellectual Property" includes patents, inventions, know how, trade secrets, trademarks, service marks, designs, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, and other confidential and proprietary information, data, documents, instruction manuals, records, memoranda, notes, user guides, ideas, concepts, information, materials, discoveries, developments, and other copyrightable works, and techniques in either printed or machine-readable form, whether or not copyrightable or patentable
- 9.2 "Intellectual Property Rights" include: (i) all right, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.
- 9.3 Except as set out in this Clause 11, each Party agrees that all Intellectual Property Rights, which are held by the other Party, shall remain in the sole and exclusive ownership of such other Party.
- 9.4 Any Intellectual Property and Intellectual Property Rights developed or conceived by the Company while receiving guidance or support as described in Schedule II shall vest absolutely and irrevocably with the Company.

10. Non-Disclosure:

- 10.1 All information and data belonging to the Company of confidential and proprietary nature be it specifically documented or not, shall be termed as confidential information ("**Confidential Information**"). This includes but is not limited to:
- a. creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
 - b. technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;
 - c. business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer information, personnel records and the like;
 - d. all proprietary information related to the Company; and
 - e. any other valuable information of the Company designated as confidential by the circumstances in which it is provided.
- 10.2 Confidential Information does not include such information or data that: (a) is or becomes generally known to the public without restriction through no fault of the Incubator, or (b) that the Incubator knew without restriction prior to its disclosure by Company.
- 10.3 The Incubator shall hold in confidence and not disclose or use any Confidential Information, except in connection with this Agreement or with the prior written permission of the Company. This Clause shall survive the termination of this Agreement.
- 10.4 Upon termination of this Agreement or as otherwise requested by the Company, the

Dinaya Pritwani


Incubator will promptly return to the Company all items and copies containing or embodying Confidential Information without retaining any copies (soft or hard copies) with himself

11. Dispute Resolution:

- 11.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then the dispute shall be submitted to final and binding arbitration at the request the disputing Parties upon written notice to that effect to the other disputing Parties. In the event of such arbitration:
- 11.1.1 The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- 11.1.2 All proceedings of the arbitration shall be in the English language. The venue and seat of arbitration shall be at Jaipur, India;
- 11.1.3 All proceedings shall be conducted before a panel of 3 (three) arbitrators wherein, one arbitrator will be appointed by the claimants, the second arbitrator will be appointed by the respondents and the third arbitrator will be appointed jointly by the other two arbitrators; and
- 11.1.4 Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.
- 11.2 Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 11.

12. Miscellaneous:

- 12.1 This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties. A waiver or any failure or delay by the Incubator to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by the Incubator of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of the Incubator. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 12.2 If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 12.3 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by delivering by hand, registered post, electronic mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by registered post, where 7 (seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iii) when delivered by courier on the 2nd (second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the Party issuing the notice receives a confirmation of delivery from the delivery service provider; or (iv) for electronic mail notification, upon confirmation of such notification by any of the means as aforesaid.

Diya Prithvi




To the Founders:

Attention: Prakash Jangid
Address: 175,MODI NAGAR, PURANI CHUNGI, AJMER ROAD, JAIPUR, RAJASTHAN,
302019
Email : malawalas@gmail.com

To the Company:

Attention: Prakash Jangid, Designated Partner
Address: 175,MODI NAGAR, PURANI CHUNGI, AJMER ROAD, JAIPUR, RAJASTHAN,
302019
Email : malawalas@gmail.com

To the Incubator:

Attention: CEO
Address: C/o Manipal University Jaipur, Dehmikalan, Bagru, Jaipur, Pin- 303007
Email : divya.pritwani@jaipur.manipal.edu

- 12.4 No Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.
- 12.5 This Agreement supersedes all earlier agreements, arrangements, letters, correspondence, understandings etc. with respect to the subject matter of this Agreement. For the avoidance of doubt, it is clarified that this Agreement does not supersede the Investment Agreement.
- 12.6 The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original.
- 12.7 Save and except as otherwise stated in this Agreement, in the event that a Party commits a default of the terms of this Agreement then, the non-defaulting Parties shall, in addition to any other rights and remedies available under this Agreement, be entitled to seek specific performance of this Agreement and such other remedies as may be permitted to it under applicable Law.
- 12.8 Each Party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first herein above written.

Signed and delivered by

For and on behalf of

1. AIC – MUJ Incubation Foundation


Chief Executive Officer

2. Founders


Prakash Jangid


FORUM INFUSIONS LLP
Partner

3. Startup Name

UMIDIGI SOLUTIONS LLP (MALAWALAS)
Prakash Jangid - Designated Partner

SCHEDULE I

LIST OF FOUNDERS

1. Prakash Jangid
2. Rakesh Choudhary

FOR UMIDIGI SOLUTIONS LLP

Partner




SCHEDULE II

INCUBATOR FACILITIES

1. The Incubator shall provide the Incubator Facilities as listed below for a period of twelve months from the Effective Date ("**Incubation Period**"):

A. Physical Infrastructure:

- Developed office space approximately admeasuring <4>. with furniture and air-conditioning machines to occupy and use for Business Incubator activities.
- 24x7 high speed Internet Connectivity
- Access to Maker Space/Fab Lab.

Notwithstanding anything contained in this Agreement, AIC – MUJ Incubation Foundation shall have absolute right and ownership of the office space provided to locate the Company (the company to be promoted by the Promoters). The Estate Officer of the AIC – MUJ Incubation Foundation shall be deemed to be a competent authority under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for necessary actions in connection with the office space so occupied by the Company.

B. Common Infrastructure:

The Incubator will provide following facilities to the Company, which will be shared by all Companies located in the Incubator:

- Laser Printer
- Photocopier
- Scanner
- Meeting/Conference room with projection equipment

The ownership of all assets so provided as a part of Incubator supports and services rests with Incubator AIC – MUJ Incubation Foundation as the case may be.

The support and services described in clauses A and B herein above shall be herein after referred to as "Incubator facilities".

C. Network of Mentors and Experts:

Incubator will facilitate liaison with mentors, professionals and experts in technology, legal, financial and related matters on such terms and conditions as may be stipulated by them.

D. Event and Meetings:

Incubator will organise events to facilitate the companies located in the BI in networking and to showcase their technologies. Incubator will also facilitate meetings with visitors of AIC – MUJ Incubation Foundation and its constituent Institutions such as alumni, venture capitalists, industry professionals.

E. Information Pool:

Incubator will maintain access to information and knowledge pool generally useful new enterprises. The Incubator will also facilitate access to departmental laboratories of AIC – MUJ Incubation Foundation Institutions by the Company (Promoters) for their product development purposes with approval of the concerned department.

F. Access to Markets & Talent

Incubator will provide help to incubatee, by providing assistance in marketing, get access to markets and access to desired talent.

G. Access to Investors

Incubator will provide help to incubatee, by providing assistance in Investor connections and investment process.

2. In the event of a material deviation/delay in the Machine List and Timelines, the Company and the Founders shall have the right to demand that the Incubator extends the incubation period in accordance with such deviation/delay.
3. Further, at the end of the Incubation Period, the Incubator shall, at the Company's request, continue to make the Incubator Facilities listed in A and B above available to the Company upon payment by the Company of a fee to be decided upon by the incubator and the founder.

Divya Puthwani



FOR UMEDRA INFUSIONS LLP
[Signature]
Partner

SCHEDULE III

COVENANTS OF THE COMPANY

1. The Company shall keep Incubator facilities extended for their usage in good condition and shall not cause damage thereto.
2. The Company shall not cause any nuisance or annoyance to other companies or units working in the AIC – MUJ Incubation Foundation.
3. The Company shall not engage in any unlawful activities during its stay in the AIC – MUJ Incubation Foundation. The Company shall comply with provisions of the relevant Rules, Regulations and Acts applicable to it. The Company shall also ensure that its Promoters and its employees do not engage in any unlawful activities during their stay in the AIC – MUJ Incubation Foundation.
4. The Company shall comply with the terms of the AIC – MUJ Incubation Foundation Policy during its stay in the AIC – MUJ Incubation Foundation. Amendments or changes, from time to time, in the Policy shall be binding on the Company unless Incubator decides otherwise. The Company shall be responsible to update itself from time to time on amendments in the Policy. Incubator shall not be held liable for lack of communication and intimation to the Company on specific amendment in the Policy.
5. The Company shall submit information to Incubator about all material changes or development taken place in their companies from time to time such as (but not limited to) change in name of the company, change in project or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. Prior concurrence of Incubator shall be obtained for effecting such changes and Incubator shall have a right to stipulate such additional conditions as Incubator in its absolute discretion deem fit for effecting any change as stated herein above.
6. The Company undertakes and agrees that the information to be submitted by it will be correct and Incubator shall not be responsible for verifying the correctness of the information to be submitted by the Company. In the event that any information submitted by the Company is found to be incorrect, Incubator will proceed to take appropriate actions for breach of the provision of this Agreement.
7. The Company shall disclose to Incubator, information on executive involvements of their promoters in other companies or Business Incubator entities. The Company shall also ensure that its promoters, employees or any other person connected to the Company or its promoters shall avoid all conflicting situations and that they shall not use their positions in multiple capacities to the benefit of the other roles. The Company shall disclose to Incubator, information or situation of conflict of interests involving its promoters, employees or any other person connected to the company or its promoters.
8. The performance of the Company shall be subject to the periodical assessment by Incubator. The Company will work with the Incubator to set mile stones for the period of incubation. The Company shall submit with Incubator information on quarterly basis in a format as reasonably required by the Incubator. The Company will have to submit their annual reports within a period of 7 days from the date of its approval.

Diya Pritwani



For UMIDIGI INFUSIONS LLP

Partner



सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No. : IN-RJ39965195867844S
Certificate Issued Date : 14-Dec-2020 03:56 PM
Account Reference : NONACC (SV)/ rj3119204/ JAIPUR/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJ311920470892870480170S
Purchased by : E GREEN
Description of Document : Article 4 Affidavit
Property Description : MAHIMA DESIRE, JAISINGHPURA, JAIPUR, RAJASTHAN
Consideration Price (Rs.) : 0
(Zero)
First Party : E GREEN
Second Party : NA
Stamp Duty Paid By : E GREEN
Stamp Duty Payable (Rs.) : 100
(One Hundred only)
Surcharge for Infrastructure Development (Rs.) : 10
(Ten only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 20
(Twenty only)
Stamp Duty Amount (Rs.) : 130
(One Hundred And Thirty only)

E GREEN
Proprietor

Diya Pruthi
ATC - MULTITASKING



RS 0003759237

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcliestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

Memorandum of Understanding

This **Memorandum of Understanding** Agreement ("**Agreement**") is entered into on this the 15 December 2020 by and amongst:

1. **AIC – MUJ Incubation Foundation (U93090RJ2018NPL061558)**, registered under the provisions of the Companies Act 2013 and having its registered office at C/O Manipal University Jaipur, Dehmi kalan, Jaipur Ajmer Expressway, Rajasthan - 303007 (herein after referred to as the "**Incubator**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)
2. The persons set out in Schedule I hereto (hereinafter referred to as individually as a "**Founder**" and collectively as the "**Founders**", which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and permitted assigns);

AND

3. **E GREEN <(CIN) Number>**, a company incorporated under the laws of India and having its registered office at MAHIMA DESIRE, JAISINGHPURA, JAIPUR , RAJASTHAN(hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Each of the Founders, the Incubator and the Company shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS the Company, is seeking professional and infrastructural support and guidance more specifically enumerated in Schedule II (the "**Incubator Facilities**"). The Incubator has hereby committed to support and mentor the Company and the Founders for a period of twelve months<Incubation Period> from the **Effective Date**.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:


E GREEN
Proprietor


Dinya Pritwani


1. Definitions & Interpretation:

1.1 Definitions:

Act shall mean the Companies Act, 1956 and the Companies Act, 2013, as may be applicable, together with the rules and regulations hereunder, as may be amended, modified, supplemented or re-enacted from time to time;

Board shall mean the board of directors of the Company;

Business shall mean the Egreen is into manufacturing of recycled utility & gifting products such as handmade paper.

Direct Competitor shall mean any Person engaged in the same or similar business as the Business;

Effective Date shall mean the date on which the Parties mutually agree on the Machine List and Timelines;

Equity Shares or **Shares** shall mean equity shares of the Company having face value INR 10;

Fair Market Value shall mean the value of the Company and the pro rata value of Shares as determined by an independent valuer appointed by the Company for this purpose;

Law shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

Success Fee shall mean a claim by Incubator for a success fee or incentive fee calculated at the rate of 5% of total business or funds generated via connections or programs executed or facilitated by incubator. The funds could be generated by Sales, Paid Contracts, Grants received, Investor Capital Raised, etc.

1.2 Interpretation: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Investment Agreement.

2. Consideration.

Further for business or funds generated via connections or programs executed or facilitated by AIC a success fees would be charged by the incubator and the same shall be payable within 30 (thirty) days of the contract.

3. Relationship: The Incubator shall be an independent contractor and nothing in this Agreement shall render the Incubator an employee, worker, agent or partner of the Company.

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Proprietor

Dinaya Prithwani
FOUNDATION • AIC - MUMBAI

4. Term & Termination:

- 4.1 This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 4.2 below
- 4.2 Termination:
- (i) This Agreement may be terminated at the option of the Incubator if the Success Fee is not transferred in accordance with Clause 2.
- (ii) This Agreement may be terminated at the option of the Incubator in the following circumstances:
(a) use of the Incubator Facilities by the Company for purposes other than for furtherance of its business;
(b) causing damage to the Incubator's property;
(c) Breach by the Company of the covenants set out in Schedule III hereto.
- (iii) This Agreement may be terminated at the option of the Company or the Founders if (a) the Effective Date has not occurred within 3 months of the Execution Date or (b) there is a material deviation in the Machine List and Timelines.
- (iv) This Agreement may be terminated at the option of the Company or the Founders in the event the Incubator fails to comply with its responsibilities under this Agreement or materially breaches the terms of this Agreement.
- (v) This Agreement may be terminated at any time by the mutual agreement of the Founders and the Incubator.
- 4.3 In the event of termination by the Incubator for the reasons set out in (ii) above, the Incubator may require the Company to vacate the premises with 7 days' notice, subject to the Dispute Resolution procedure set out herein.
- 4.4 In the event of termination by the Company or the Founders for the reasons set out in (iii)(b) or (iv) above, 50% of the Success Fee must be transferred back to the respective Founders by the Incubator as soon as commercially possible, subject to the Dispute Resolution procedure set out herein.
- 4.5 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.
- 4.6 The clauses of this Agreement which by their nature should survive termination shall survive such termination.

5. Exit: [Not Applicable]

- 5.1 Buyback Option: At any time after a period of three years from the Execution Date, the Incubator shall, subject to applicable Law, have the right to request the Company to buyback its all of the Incubation Shares at a price per Share equal to the fair market value of the Shares determined by an independent third party appraising firm mutually agreed by the Incubator and the Company.
- 5.2 Founders' Right to Repurchase: At any time after a period of three years from the Execution Date, the Founders, shall, subject to applicable Law, have the right to repurchase their portion of the Incubation Shares from the Incubator at a price per Share equal to the fair market value of the Shares determined by an independent third party appraising firm mutually agreed by the Incubator and the Company.
- 5.3 Incubator's Tag Along Right: In the event the Founders finalize an agreement for the sale of all (and not less than all) their shares in the Company at any time (subject to the terms of the Investment Agreement) to a Buyer at an agreed upon price per share, the Incubator shall have the right,

FOLEGREEN
Incubator
[Signature]

[Signature]
AIC - NUS
INCUBATION

exercisable at its sole option, to exit the Company and require the Founders to cause the Buyer to purchase all (but not less than all) of the Incubation shares at the same price per share.

6. Limitation of Liability:

6.1 In no event shall the Party be liable to any other Parties for any special, incidental, indirect or consequential damages arising out of or in connection with this Agreement.

6.2 In no event shall a Party or any of its partners, officers, employees, representatives or agents be liable for any liability whatsoever for any losses or expenses of any nature suffered by another Party arising directly or indirectly from any act or omission of such Party or its employees, agents or representatives hereunder.

7. **Tax Liability:** Any and all tax liability that may be incurred by a Party as a consequence of operation of Applicable Law shall be borne by the respective Party.

8. **Costs and Expenses:** Each Party will bear its own expenses incurred in connection with the preparation, negotiation and execution of this Agreement. In addition, all costs and expenses in relation to payment of any stamp duty, registration duty and service taxes on the Definitive Documents under applicable Law shall be borne equally by the Company and the Incubator.

9. **Indemnity:** Each Party hereby agree to protect, defend, indemnify and hold harmless the other Parties, their employees, officers, partners, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements), arising from or relating to any third party claims, demands, fines, penalties and other sanctions imposed by any authority for non-compliance with any applicable law pursuant to and by virtue of this Agreement; and/ or any losses, liabilities, expenses, damages and / or claims suffered or incurred by the Incubator (including reasonable legal fees) as a result of such Party's negligence, fraud or wilful default in relation to this Agreement.

Each Party shall also indemnify and keep indemnified the other Parties for any breach of the terms and conditions of this Agreement.

10. Intellectual Property:

10.1 "Intellectual Property" includes patents, inventions, know how, trade secrets, trademarks, service marks, designs, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, and other confidential and proprietary information, data, documents, instruction manuals, records, memoranda, notes, user guides, ideas, concepts, information, materials, discoveries, developments, and other copyrightable works, and techniques in either printed or machine-readable form, whether or not copyrightable or patentable

10.2 "Intellectual Property Rights" include: (i) all right, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

10.3 Except as set out in this Clause 11, each Party agrees that all Intellectual Property Rights, which are held by the other Party, shall remain in the sole and exclusive ownership of such other Party.

10.4 Any Intellectual Property and Intellectual Property Rights developed or conceived by the Company while receiving guidance or support as described in Schedule II shall vest absolutely and irrevocably with the Company.

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FOREGREEN
PROMOTERS
[Signature]

[Signature]
AIC - MUMBAI
ASSOCIATION

11. Non-Disclosure:

- 11.1 All information and data belonging to the Company of confidential and proprietary nature be it specifically documented or not, shall be termed as confidential information ("**Confidential Information**"). This includes but is not limited to:
- a. creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
 - b. technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;
 - c. business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer information, personnel records and the like;
 - d. all proprietary information related to the Company; and
 - e. any other valuable information of the Company designated as confidential by the circumstances in which it is provided.
- 11.2 Confidential Information does not include such information or data that: (a) is or becomes generally known to the public without restriction through no fault of the Incubator, or (b) that the Incubator knew without restriction prior to its disclosure by Company.
- 11.3 The Incubator shall hold in confidence and not disclose or use any Confidential Information, except in connection with this Agreement or with the prior written permission of the Company. This Clause shall survive the termination of this Agreement.
- 11.4 Upon termination of this Agreement or as otherwise requested by the Company, the Incubator will promptly return to the Company all items and copies containing or embodying Confidential Information without retaining any copies (soft or hard copies) with himself

12. Dispute Resolution:

- 12.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then the dispute shall be submitted to final and binding arbitration at the request the disputing Parties upon written notice to that effect to the other disputing Parties. In the event of such arbitration:
- 12.1.1 The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- 12.1.2 All proceedings of the arbitration shall be in the English language. The venue and seat of arbitration shall be at Jaipur, India;
- 12.1.3 All proceedings shall be conducted before a panel of 3 (three) arbitrators wherein, one arbitrator will be appointed by the claimants, the second arbitrator will be appointed by the respondents and the third arbitrator will be appointed jointly by the other two arbitrators; and
- 12.1.4 Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.
- 12.2 Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 12.

FOR EGREEN
Proprietor

Divya Pritwani
FOUNDER & AIC - MUMBAI

13. Miscellaneous:

- 13.1 The Parties agree that the Incubator shall sign a "Deed of Adherence" to the Investment Agreement in a format as mutually agreed between the Parties.
- 13.2 This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties. A waiver or any failure or delay by the Incubator to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by the Incubator of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of the Incubator. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 13.3 If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 13.4 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by delivering by hand, registered post, electronic mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by registered post, where 7 (seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iii) when delivered by courier on the 2nd (second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the Party issuing the notice receives a confirmation of delivery from the delivery service provider; or (iv) for electronic mail notification, upon confirmation of such notification by any of the means as aforesaid.
- To the Founders:**
Attention : Ashutosh Sharma
Address : MAHIMA DESIRE, JAISINGHPURA, JAIPUR, RAJASTHAN
Email : go.egreen@gmail.com
- To the Company:**
Attention : EGREEN
Address : MAHIMA DESIRE, JAISINGHPURA, JAIPUR, RAJASTHAN
Email : go.egreen@gmail.com
- To the Incubator:**
Attention : CEO
Address : C/o Manipal University Jaipur, Dehmikalan, Bagru, Jaipur, Pin- 303007
Email : divya.pritwani@jaipur.manipal.edu
- 13.5 No Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.
- 13.6 This Agreement supersedes all earlier agreements, arrangements, letters, correspondence, understandings etc. with respect to the subject matter of this Agreement. For the avoidance of doubt, it is clarified that this Agreement does not supersede the Investment Agreement.
- 13.7 The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original.
- 13.8 Save and except as otherwise stated in this Agreement, in the event that a Party commits a

FOR EGREEN
Ashutosh
Proprietor

Divya Pritwani
FOUNDACTION • AIC - MUI INCUBATION

default of the terms of this Agreement then, the non-defaulting Parties shall, in addition to any other rights and remedies available under this Agreement, be entitled to seek specific performance of this Agreement and such other remedies as may be permitted to it under applicable Law.

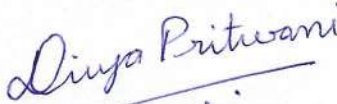
- 13.9 Each Party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first herein above written.

Signed and delivered by

For and on behalf of

1. AIC – MUJ Incubation Foundation



Chief Executive Officer

2. Founders



Ashutosh Sharma

3. Startup Name



Ashutosh Sharma
Director – E Green

SCHEDULE I

LIST OF FOUNDERS

1. Ashutosh Sharma

Ashutosh
Proprietor

Diya Prithvi



SCHEDULE II

INCUBATOR FACILITIES

1. The Incubator shall provide the Incubator Facilities as listed below for a period of twelve months from the Effective Date ("**Incubation Period**"):

A. Physical Infrastructure:

- Developed office space approximately admeasuring <No. of seats>. with furniture and air-conditioning machines to occupy and use for Business Incubator activities.
- 24x7 high speed Internet Connectivity
- Access to Maker Space/Fab Lab.

Notwithstanding anything contained in this Agreement, AIC – MUJ Incubation Foundation shall have absolute right and ownership of the office space provided to locate the Company (the company to be promoted by the Promoters). The Estate Officer of the AIC – MUJ Incubation Foundation shall be deemed to be a competent authority under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for necessary actions in connection with the office space so occupied by the Company.

B. Common Infrastructure:

The Incubator will provide following facilities to the Company, which will be shared by all Companies located in the Incubator:

- Laser Printer
- Photocopier
- Scanner
- Meeting/Conference room with projection equipment

The ownership of all assets so provided as a part of Incubator supports and services rests with Incubator AIC – MUJ Incubation Foundation as the case may be.

The support and services described in clauses A and B herein above shall be herein after referred to as "Incubator facilities".

C. Network of Mentors and Experts:

Incubator will facilitate liaison with mentors, professionals and experts in technology, legal, financial and related matters on such terms and conditions as may be stipulated by them.

D. Event and Meetings:

Incubator will organise events to facilitate the companies located in the BI in networking and to showcase their technologies. Incubator will also facilitate meetings with visitors of AIC – MUJ Incubation Foundation and its constituent Institutions such as alumni, venture capitalists, industry professionals.

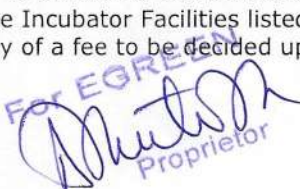
E. Information Pool:

Incubator will maintain access to information and knowledge pool generally useful new enterprises. The Incubator will also facilitate access to departmental laboratories of AIC – MUJ Incubation Foundation Institutions by the Company (Promoters) for their product development purposes with approval of the concerned department.

F. Access to Markets & Talent

Incubator will provide help to incubatee, by providing assistance in marketing, get access to markets and access to desired talent.

2. In the event of a material deviation/delay in the Machine List and Timelines, the Company and the Founders shall have the right to demand that the Incubator extends the incubation period in accordance with such deviation/delay.
3. Further, at the end of the Incubation Period, the Incubator shall, at the Company's request, continue to make the Incubator Facilities listed in A and B above available to the Company upon payment by the Company of a fee to be decided upon by the incubator and the founder.

For AGREED

Proprietor


Director


For EGREEN
Muthiah
Proprietor

Diya Prithwan


SCHEDULE III

COVENANTS OF THE COMPANY

1. The Company shall keep Incubator facilities extended for their usage in good condition and shall not cause damage thereto.
2. The Company shall not cause any nuisance or annoyance to other companies or units working in the AIC – MUJ Incubation Foundation.
3. The Company shall not engage in any unlawful activities during its stay in the AIC – MUJ Incubation Foundation. The Company shall comply with provisions of the relevant Rules, Regulations and Acts applicable to it. The Company shall also ensure that its Promoters and its employees do not engage in any unlawful activities during their stay in the AIC – MUJ Incubation Foundation.
4. The Company shall comply with the terms of the AIC – MUJ Incubation Foundation Policy during its stay in the AIC – MUJ Incubation Foundation. Amendments or changes, from time to time, in the Policy shall be binding on the Company unless Incubator decides otherwise. The Company shall be responsible to update itself from time to time on amendments in the Policy. Incubator shall not be held liable for lack of communication and intimation to the Company on specific amendment in the Policy.
5. The Company shall submit information to Incubator about all material changes or development taken place in their companies from time to time such as (but not limited to) change in name of the company, change in project or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. Prior concurrence of Incubator shall be obtained for effecting such changes and Incubator shall have a right to stipulate such additional conditions as Incubator in its absolute discretion deem fit for effecting any change as stated herein above.
6. The Company undertakes and agrees that the information to be submitted by it will be correct and Incubator shall not be responsible for verifying the correctness of the information to be submitted by the Company. In the event that any information submitted by the Company is found to be incorrect, Incubator will proceed to take appropriate actions for breach of the provision of this Agreement.
7. The Company shall disclose to Incubator, information on executive involvements of their promoters in other companies or Business Incubator entities. The Company shall also ensure that its promoters, employees or any other person connected to the Company or its promoters shall avoid all conflicting situations and that they shall not use their positions in multiple capacities to the benefit of the other roles. The Company shall disclose to Incubator, information or situation of conflict of interests involving its promoters, employees or any other person connected to the company or its promoters.
8. The performance of the Company shall be subject to the periodical assessment by Incubator. The Company will work with the Incubator to set mile stones for the period of incubation. The Company shall submit with Incubator information on quarterly basis in a format as reasonably required by the Incubator. The Company will have to submit their annual reports within a period of 7 days from the date of its approval.


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Proprietor


Divya Poutwani




महाराष्ट्र MAHARASHTRA

2022

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ज्या करणासाठी ज्यांनी मुद्रांक खरेदी केले त्यांनी त्याच काप्यासाठी
मुद्रांक खरेदी केल्याबाबत 6 महिन्यात वापरणे अनिवार्य आहे.

अनु.क्र. २२०५०६८ JUL 2022 रक्कम - १०००

दस्ताचा प्रकार - एकत्र प्रतिज्ञापत्रासाठी
दस्त नोंदणी करणार आहेत का? होय/नाही -

मिळकतीचे वर्णन -
मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता - Soothe Earth
Nashik City Pune

दुसऱ्या पक्षाकाराचे नांव -
हस्ते व्यक्तीचे नांव व पत्ता - Shrikant Singh



06 JUL 2022

प्रथम मुद्रांक लिपीक
कोषागार पुणे करिण


मुद्रांक विकत घेणाऱ्याची सही

सौ. एन. के. सऊत
परवाना क्र. २२०११५४
भाषिकबाव, पुणे-४११०५१

Memorandum of Understanding

This Memorandum of Understanding Agreement ("Agreement") is entered in to on this the 8th July 2022 by and amongst:

For SootheEarth LLP


Designated Partner



1. **AIC – MUJ Incubation Foundation (U93090RJ2018NPL061558)**, registered under the provisions of the Companies Act 2013 and having its registered office at C/O Manipal University Jaipur, Dehmikalan, Jaipur Ajmer Expressway, Rajasthan - 303007 (herein after referred to as the "**Incubator**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)
 2. The persons set out in Schedule I hereto (hereinafter referred to as individually as a "**Founder**" and collectively as the "**Founders**", which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and permitted assigns);
- AND**
3. **< SootheEarth LLP > < AAW-4469 >**, a company incorporated under the laws of India and having its registered office at < A7/101, Mangal Bhairav, Nanded City, Sinhgad Road, Pune - 411041 > (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Each of the Founders, the Incubator and the Company shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS the Company, is seeking professional and infrastructural support and guidance more specifically enumerated in Schedule II (the "**Incubator Facilities**"). The Incubator has hereby committed to support and mentor the Company and the Founders for a period of twelve months from the **Effective Date**.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions & Interpretation:

1.1 Definitions:

Act shall mean the Companies Act, 1956 and the Companies Act, 2013, as may be applicable, together with the rules and regulations hereunder, as may be amended, modified, supplemented or re-enacted from time to time;

Board shall mean the board of directors of the Company;

Business shall mean the <Offering Banana Paper Products, 100% Tree Free and Chemical Free>.

Direct Competitor shall mean any Person engaged in the same or similar business as the Business;

Effective Date shall mean the date on which the Parties mutually agree on the Machine List and Timelines;

Law shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

Success Fee shall mean a claim by Incubator for a success fee or incentive fee calculated at the rate of 5% of total business or funds generated via connections or programs executed or facilitated by incubator. The funds could be generated by Sales, Paid Contracts, Grants received, Investor Capital Raised, etc.

- 1.2 Interpretation:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Investment Agreement.

2. Consideration.

Further for business or funds generated via connections or programs executed or facilitated by AIC a success fees would be charged by the incubator and the same shall be payable within 30 (thirty) days of the contract.

- 3. Relationship:** The Incubator shall be an independent contractor and nothing in this Agreement shall render the Incubator an employee, worker, agent or partner of the Company.



For SootheEarth LLP

Designated Partner

4. Term & Termination:

- 4.1 This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 4.2 below
- 4.2 Termination:
- (i) This Agreement may be terminated at the option of the Incubator if the Success Fee is not transferred in accordance with Clause 2.
 - (ii) This Agreement may be terminated at the option of the Incubator in the following circumstances:
 - (a) use of the Incubator Facilities by the Company for purposes other than for furtherance of its business;
 - (b) causing damage to the Incubator's property;
 - (c) Breach by the Company of the covenants set out in Schedule III hereto.
 - (iii) This Agreement may be terminated at the option of the Company or the Founders if
 - (a) the Effective Date has not occurred within 3 months of the Execution Date or
 - (b) there is a material deviation in the Machine List and Timelines.
 - (iv) This Agreement may be terminated at the option of the Company or the Founders in the event the Incubator fails to comply with its responsibilities under this Agreement or materially breaches the terms of this Agreement.
 - (v) This Agreement may be terminated at any time by the mutual agreement of the Founders and the Incubator.
- 4.3 In the event of termination by the Incubator for the reasons set out in (ii) above, the Incubator may require the Company to vacate the premises with 7 days' notice, subject to the Dispute Resolution procedure set out herein.
- 4.4 In the event of termination by the Company or the Founders for the reasons set out in (iii)(b) or (iv) above, 50% of the Success Fee must be transferred back to the respective Founders by the Incubator as soon as commercially possible, subject to the Dispute Resolution procedure set out herein.
- 4.5 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.
- 4.6 The clauses of this Agreement which by their nature should survive termination shall survive such termination.

5. Limitation of Liability:

- 5.1 In no event shall the Party be liable to any other Parties for any special, incidental, indirect or consequential damages arising out of or in connection with this Agreement.
- 5.2 In no event shall a Party or any of its partners, officers, employees, representatives or agents be liable for any liability whatsoever for any losses or expenses of any nature suffered by another Party arising directly or indirectly from any act or omission of such Party or its employees, agents or representatives hereunder.

6. Tax Liability: Any and all tax liability that may be incurred by a Party as a consequence of operation of Applicable Law shall be borne by the respective Party.

7. Costs and Expenses: Each Party will bear its own expenses incurred in connection with the preparation, negotiation and execution of this Agreement. In addition, all costs and expenses in relation to payment of any stamp duty, registration duty and service taxes on the Definitive Documents under applicable Law shall be borne equally by the Company and the Incubator.

8. Indemnity: Each Party hereby agree to protect, defend, indemnify and hold harmless the other Parties, their employees, officers, partners, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements), arising from or relating to any third party claims, demands, fines, penalties and other sanctions imposed by any authority for non-compliance with any applicable law pursuant to and by virtue of this Agreement; and/ or any losses, liabilities, expenses, damages and / or claims suffered or incurred by the Incubator (including reasonable legal fees) as a result of such Party's negligence, fraud or wilful default in relation to this Agreement.



For SootheEarth LLP

Designated Partner

Each Party shall also indemnify and keep indemnified the other Parties for any breach of the terms and conditions of this Agreement.

9. Intellectual Property:

- 9.1 "Intellectual Property" includes patents, inventions, know how, trade secrets, trademarks, service marks, designs, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, and other confidential and proprietary information, data, documents, instruction manuals, records, memoranda, notes, user guides, ideas, concepts, information, materials, discoveries, developments, and other copyrightable works, and techniques in either printed or machine-readable form, whether or not copyrightable or patentable
- 9.2 "Intellectual Property Rights" include: (i) all right, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.
- 9.3 Except as set out in this Clause 11, each Party agrees that all Intellectual Property Rights, which are held by the other Party, shall remain in the sole and exclusive ownership of such other Party.
- 9.4 Any Intellectual Property and Intellectual Property Rights developed or conceived by the Company while receiving guidance or support as described in Schedule II shall vest absolutely and irrevocably with the Company.

10. Non-Disclosure:

- 10.1 All information and data belonging to the Company of confidential and proprietary nature be it specifically documented or not, shall be termed as confidential information ("**Confidential Information**"). This includes but is not limited to:
- creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
 - technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;
 - business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer information, personnel records and the like;
 - all proprietary information related to the Company; and
 - any other valuable information of the Company designated as confidential by the circumstances in which it is provided.
- 10.2 Confidential Information does not include such information or data that: (a) is or becomes generally known to the public without restriction through no fault of the Incubator, or (b) that the Incubator knew without restriction prior to its disclosure by Company.
- 10.3 The Incubator shall hold in confidence and not disclose or use any Confidential Information, except in connection with this Agreement or with the prior written permission of the Company. This Clause shall survive the termination of this Agreement.
- 10.4 Upon termination of this Agreement or as otherwise requested by the Company, the Incubator will promptly return to the Company all items and copies containing or embodying Confidential Information without retaining any copies (soft or hard copies) with himself

11. Dispute Resolution:

- 11.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then the dispute shall be submitted to final and binding arbitration at the request the disputing Parties upon written notice to that effect to the other disputing Parties. In the event of such arbitration:



For SootheEarth LLP
Designated Partner

- 11.1.1 The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- 11.1.2 All proceedings of the arbitration shall be in the English language. The venue and seat of arbitration shall be at Jaipur, India;
- 11.1.3 All proceedings shall be conducted before a panel of 3 (three) arbitrators wherein, one arbitrator will be appointed by the claimants, the second arbitrator will be appointed by the respondents and the third arbitrator will be appointed jointly by the other two arbitrators; and
- 11.1.4 Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.
- 11.2 Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 11.

12. Miscellaneous:

- 12.1 This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties. A waiver or any failure or delay by the Incubator to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by the Incubator of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of the Incubator. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 12.2 If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 12.3 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by delivering by hand, registered post, electronic mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by registered post, where 7 (seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iii) when delivered by courier on the 2nd (second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the Party issuing the notice receives a confirmation of delivery from the delivery service provider; or (iv) for electronic mail notification, upon confirmation of such notification by any of the means as aforesaid.

To the Founders:

Attention: Shricant Singh Binny
Address: A7/101, Mangal Bhairav, Nanded City, Sinhgad Road, Pune - 411041
Email: ssbinny@sootheearth.com

To the Company:

Attention: Padmavti Shricant Singh
Address: A7/101, Mangal Bhairav, Nanded City, Sinhgad Road, Pune - 411041
Email: padma@sootheearth.com

To the Incubator:

Attention : CEO
Address : C/o Manipal University Jaipur, Dehmikalan, Bagru, Jaipur, Pin- 303007
Email :

- 12.4 No Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.

- 12.6 The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original.
- 12.7 Save and except as otherwise stated in this Agreement, in the event that a Party commits a default of the terms of this Agreement then, the non-defaulting Parties shall, in addition to any other rights and remedies available under this Agreement, be entitled to seek specific performance of this Agreement and such other remedies as may be permitted to it under applicable Law.
- 12.8 Each Party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first herein above written.

Signed and delivered by

For and on behalf of

1. AIC – MUJ Incubation Foundation

Puneet



Chief Executive Officer

2. Founders

Shricant Singh Binny

Founder Name

For SootheEarth LLP
Shricant Singh Binny
Designated Partner

3. Startup Name

SootheEarth LLP

Founder Name: Shricant Singh Binny
Director



For SootheEarth LLP
Shricant Singh Binny
Designated Partner

SCHEDULE I

LIST OF FOUNDERS

1. Founder 1: Shricant Singh Binny
2. Founder 2: Padmavti Shricant Singh



For SootheEarth LLP

Designated Partner

SCHEDULE II

INCUBATOR FACILITIES

1. The Incubator shall provide the Incubator Facilities as listed below for a period of twelve months from the Effective Date ("**Incubation Period**");

A. Physical Infrastructure:

- Developed office space approximately admeasuring <4>. with furniture and air-conditioning machines to occupy and use for Business Incubator activities.
- 24x7 high speed Internet Connectivity
- Access to Maker Space/Fab Lab.

Notwithstanding anything contained in this Agreement, AIC – MUJ Incubation Foundation shall have absolute right and ownership of the office space provided to locate the Company (the company to be promoted by the Promoters). The Estate Officer of the AIC – MUJ Incubation Foundation shall be deemed to be a competent authority under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for necessary actions in connection with the office space so occupied by the Company.

B. Common Infrastructure:

The Incubator will provide following facilities to the Company, which will be shared by all Companies located in the Incubator:

- Laser Printer
- Photocopier
- Scanner
- Meeting/Conference room with projection equipment

The ownership of all assets so provided as a part of Incubator supports and services rests with Incubator AIC – MUJ Incubation Foundation as the case may be.

The support and services described in clauses A and B herein above shall be herein after referred to as "Incubator facilities".

C. Network of Mentors and Experts:

Incubator will facilitate liaison with mentors, professionals and experts in technology, legal, financial and related matters on such terms and conditions as may be stipulated by them.

D. Event and Meetings:

Incubator will organise events to facilitate the companies located in the BI in networking and to showcase their technologies. Incubator will also facilitate meetings with visitors of AIC – MUJ Incubation Foundation and its constituent Institutions such as alumni, venture capitalists, industry professionals.

E. Information Pool:

Incubator will maintain access to information and knowledge pool generally useful new enterprises. The Incubator will also facilitate access to departmental laboratories of AIC – MUJ Incubation Foundation Institutions by the Company (Promoters) for their product development purposes with approval of the concerned department.

F. Access to Markets & Talent

Incubator will provide help to incubatee, by providing assistance in marketing, get access to markets and access to desired talent.

2. In the event of a material deviation/delay in the Machine List and Timelines, the Company and the Founders shall have the right to demand that the Incubator extends the incubation period in accordance with such deviation/delay.
3. Further, at the end of the Incubation Period, the Incubator shall, at the Company's request, continue to make the Incubator Facilities listed in A and B above available to the Company upon payment by the Company of a fee to be decided upon by the incubator and the founder.



For SootheEarth LLP
[Signature]
Designated Partner

SCHEDULE III

COVENANTS OF THE COMPANY

1. The Company shall keep Incubator facilities extended for their usage in good condition and shall not cause damage thereto.
2. The Company shall not cause any nuisance or annoyance to other companies or units working in the AIC - MUJ Incubation Foundation.
3. The Company shall not engage in any unlawful activities during its stay in the AIC - MUJ Incubation Foundation. The Company shall comply with provisions of the relevant Rules, Regulations and Acts applicable to it. The Company shall also ensure that its Promoters and its employees do not engage in any unlawful activities during their stay in the AIC - MUJ Incubation Foundation.
4. The Company shall comply with the terms of the AIC - MUJ Incubation Foundation Policy during its stay in the AIC - MUJ Incubation Foundation. Amendments or changes, from time to time, in the Policy shall be binding on the Company unless Incubator decides otherwise. The Company shall be responsible to update itself from time to time on amendments in the Policy. Incubator shall not be held liable for lack of communication and intimation to the Company on specific amendment in the Policy.
5. The Company shall submit information to Incubator about all material changes or development taken place in their companies from time to time such as (but not limited to) change in name of the company, change in project or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. Prior concurrence of Incubator shall be obtained for effecting such changes and Incubator shall have a right to stipulate such additional conditions as Incubator in its absolute discretion deem fit for effecting any change as stated herein above.
6. The Company undertakes and agrees that the information to be submitted by it will be correct and Incubator shall not be responsible for verifying the correctness of the information to be submitted by the Company. In the event that any information submitted by the Company is found to be incorrect, Incubator will proceed to take appropriate actions for breach of the provision of this Agreement.
7. The Company shall disclose to Incubator, information on executive involvements of their promoters in other companies or Business Incubator entities. The Company shall also ensure that its promoters, employees or any other person connected to the Company or its promoters shall avoid all conflicting situations and that they shall not use their positions in multiple capacities to the benefit of the other roles. The Company shall disclose to Incubator, information or situation of conflict of interests involving its promoters, employees or any other person connected to the company or its promoters.
8. The performance of the Company shall be subject to the periodical assessment by Incubator. The Company will work with the Incubator to set milestones for the period of incubation. The Company shall submit with Incubator information on quarterly basis in a format as reasonably required by the Incubator. The Company will have to submit their annual reports within a period of 7 days from the date of its approval.



For SootheEarth LLP

Designated Partner

1. Definitions & Interpretation:

1.1 Definitions

Act shall mean the Companies Act, 1956 and the Companies Act, 2013, as may be applicable, together with the rules and regulations hereunder, as may be amended, modified, supplemented or re-enacted from time to time,

Board shall mean the board of directors of the Company.

Business shall mean the recycling of lithium-ion batteries and reuse.

Direct Competitor shall mean any Person engaged in the same or similar business as the Business,

Effective Date shall mean the date on which the Parties mutually agree on the Machine List and Timelines.

Law shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter,

Success Fee shall mean a claim by Incubator for a success fee or incentive fee calculated at the rate of 5% of total business or funds generated via connections or programs executed or facilitated by incubator. The funds could be generated by Sales, Paid Contracts, Grants received, Investor Capital Raised, etc.

1.2 **Interpretation:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Investment Agreement.

2. Consideration.

Further for business or funds generated via connections or programs executed or facilitated by AIC a success fees would be charged by the incubator and the same shall be payable within 30 (thirty) days of the contract.

3. **Relationship:** The Incubator shall be an independent contractor and nothing in this Agreement shall render the Incubator an employee, worker, agent or partner of the Company.

4. Term & Termination:

4.1 This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 4.2 below

4.2 Termination:

- (i) This Agreement may be terminated at the option of the Incubator if the Success Fee is not transferred in accordance with Clause 2.
- (ii) This Agreement may be terminated at the option of the Incubator in the following circumstances:
 - (a) use of the Incubator Facilities by the Company for purposes other than for furtherance of its business;
 - (b) causing damage to the Incubator's property;
 - (c) Breach by the Company of the covenants set out in Schedule III hereto.
- (iii) This Agreement may be terminated at the option of the Company or the Founders if (a) the Effective Date has not occurred within 3 months of the Execution Date or (b) there is a material deviation in the Machine List and Timelines.
- (iv) This Agreement may be terminated at the option of the Company or the Founders in the event the Incubator fails to comply with its responsibilities under this Agreement or materially breaches the terms of this Agreement.
- (v) This Agreement may be terminated at any time by the mutual agreement of the Founders and the Incubator.

4.3 In the event of termination by the Incubator for the reasons set out in (ii) above, the Incubator may require the Company to vacate the premises with 7 days' notice, subject to the Dispute Resolution procedure set out herein.

4.4 In the event of termination by the Company or the Founders for the reasons set out in (ii)(b) or (iv) above, 50% of the Success Fee must be transferred back to the respective Founders by the Incubator as soon as commercially possible, subject to the Dispute Resolution procedure set



- 4.5 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.
- 4.6 The clauses of this Agreement which by their nature should survive termination shall survive such termination.

5. Limitation of Liability:

- 5.1 In no event shall the Party be liable to any other Parties for any special, incidental, indirect or consequential damages arising out of or in connection with this Agreement.
- 5.2 In no event shall a Party or any of its partners, officers, employees, representatives or agents be liable for any liability whatsoever for any losses or expenses of any nature suffered by another Party arising directly or indirectly from any act or omission of such Party or its employees, agents or representatives hereunder.

6. **Tax Liability:** Any and all tax liability that may be incurred by a Party as a consequence of operation of Applicable Law shall be borne by the respective Party.

7. **Costs and Expenses:** Each Party will bear its own expenses incurred in connection with the preparation, negotiation and execution of this Agreement. In addition, all costs and expenses in relation to payment of any stamp duty, registration duty and service taxes on the Definitive Documents under applicable Law shall be borne equally by the Company and the Incubator.

8. **Indemnity:** Each Party hereby agree to protect, defend, indemnify and hold harmless the other Parties, their employees, officers, partners, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements), arising from or relating to any third party claims, demands, fines, penalties and other sanctions imposed by any authority for non-compliance with any applicable law pursuant to and by virtue of this Agreement; and/ or any losses, liabilities, expenses, damages and / or claims suffered or incurred by the Incubator (including reasonable legal fees) as a result of such Party's negligence, fraud or wilful default in relation to this Agreement.

Each Party shall also indemnify and keep indemnified the other Parties for any breach of the terms and conditions of this Agreement.

9. Intellectual Property:

- 9.1 "Intellectual Property" includes patents, inventions, know how, trade secrets, trade-marks, service marks, designs, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, and other confidential and proprietary information, data, documents, instruction manuals, records, memoranda, notes, user guides, ideas, concepts, information, materials, discoveries, developments, and other copyrightable works, and techniques in either printed or machine-readable form, whether or not copyrightable or patentable

- 9.2 "Intellectual Property Rights" include: (i) all right, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

- 9.3 Except as set out in this Clause 11, each Party agrees that all Intellectual Property Rights, which are held by the other Party, shall remain in the sole and exclusive ownership of such other Party.

- 9.4 Any Intellectual Property and Intellectual Property Rights developed or conceived by the Company while receiving guidance or support as described in Schedule II shall vest absolutely and irrevocably with the Company.

10. Non-Disclosure:

- 10.1 All information and data belonging to the Company of confidential and proprietary nature be it specifically documented or not, shall be termed as confidential information ("Confidential Information"). This includes but is not limited to:

- a. creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
- b. technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;



- c. business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer information, personnel records and the like;
 - d. all proprietary information related to the Company; and
 - e. any other valuable information of the Company designated as confidential by the circumstances in which it is provided.
- 10.2 Confidential Information does not include such information or data that: (a) is or becomes generally known to the public without restriction through no fault of the Incubator, or (b) that the Incubator knew without restriction prior to its disclosure by Company.
- 10.3 The Incubator shall hold in confidence and not disclose or use any Confidential Information, except in connection with this Agreement or with the prior written permission of the Company. This Clause shall survive the termination of this Agreement.
- 10.4 Upon termination of this Agreement or as otherwise requested by the Company, the Incubator will promptly return to the Company all items and copies containing or embodying Confidential Information without retaining any copies (soft or hard copies) with himself

11. Dispute Resolution:

- 11.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then the dispute shall be submitted to final and binding arbitration at the request the disputing Parties upon written notice to that effect to the other disputing Parties. In the event of such arbitration:
- 11.1.1 The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- 11.1.2 All proceedings of the arbitration shall be in the English language. The venue and seat of arbitration shall be at Jaipur, India;
- 11.1.3 All proceedings shall be conducted before a panel of 3 (three) arbitrators wherein, one arbitrator will be appointed by the claimants, the second arbitrator will be appointed by the respondents and the third arbitrator will be appointed jointly by the other two arbitrators; and
- 11.1.4 Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.
- 11.2 Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 11.

12. Miscellaneous:

- 12.1 This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties. A waiver or any failure or delay by the Incubator to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by the Incubator of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of the Incubator. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 12.2 If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 12.3 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by delivering by hand, registered post, electronic mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by registered post, where 7 (seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iii) when delivered by courier on the 2nd (second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the Party issuing the notice receives a confirmation of delivery from the delivery service provider; or (iv) for electronic mail notification, upon confirmation of such notification by any of the means as aforesaid.

To the Founders:

Attention : Ajay Saini
Address : Plot No. 77, 21-South, Niwaru Road, Jhotwara, Jaipur, Rajasthan - 302012
Email : ajaysingodiya@gmail.com

To the Company:

Attention : Ajay Saini
Address : Plot No. 77, 21-South, Niwaru Road, Jhotwara, Jaipur, Rajasthan - 302012
Email : info@m-mines.com

To the Incubator:

Attention : CEO
Address : C/o Manipal University Jaipur, Dehmikalan, Bagru, Jaipur, Pin- 303007
Email : divya.pritwani@jaipur.manipal.edu

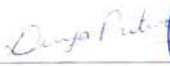

- 12.4 No Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.
- 12.5 This Agreement supersedes all earlier agreements, arrangements, letters, correspondence, understandings etc. with respect to the subject matter of this Agreement. For the avoidance of doubt, it is clarified that this Agreement does not supersede the Investment Agreement.
- 12.6 The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original.
- 12.7 Save and except as otherwise stated in this Agreement, in the event that a Party commits a default of the terms of this Agreement then, the non-defaulting Parties shall, in addition to any other rights and remedies available under this Agreement, be entitled to seek specific performance of this Agreement and such other remedies as may be permitted to it under applicable Law.
- 12.8 Each Party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first herein above written.

Signed and delivered by

For and on behalf of

1. AIC - MUJ Incubation Foundation

Chief Executive Officer

2. Founders

MiniMines Cleantech Solutions Pvt Ltd


Ajay Saini Director

3. Minimines Cleantech Solutions Pvt. Ltd.

MiniMines Cleantech Solutions Pvt Ltd


Ajay Saini Director

SCHEDULE I
LIST OF FOUNDERS

1. Ajay Saini
2. Arvind Bhardwaj
3. Anupam Kumar

MiniMines CleanTech Solutions Pvt. Ltd



Director

Dimple Sachdev



SCHEDULE II

INCUBATOR FACILITIES

1. The Incubator shall provide the Incubator Facilities as listed below for a period of twelve months from the Effective Date ("**Incubation Period**"):

A. Physical Infrastructure:

- Developed office space approximately admeasuring <4>, with furniture and air conditioning machines to occupy and use for Business Incubator activities.
- 24x7 high speed Internet Connectivity
- Access to Maker Space/Fab Lab.

Notwithstanding anything contained in this Agreement, AIC - MUJ Incubation Foundation shall have absolute right and ownership of the office space provided to locate the Company (the company to be promoted by the Promoters). The Estate Officer of the AIC - MUJ Incubation Foundation shall be deemed to be a competent authority under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for necessary actions in connection with the office space so occupied by the Company.

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The Incubator will provide following facilities to the Company, which will be shared by all Companies located in the Incubator:

- Laser Printer
- Photocopier
- Scanner
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The ownership of all assets so provided as a part of Incubator supports and services rests with Incubator AIC - MUJ Incubation Foundation as the case may be.

The support and services described in clauses A and B herein above shall be herein after referred to as "Incubator facilities".

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Incubator will facilitate liaison with mentors, professionals and experts in technology, legal, financial and related matters on such terms and conditions as may be stipulated by them.

D. Event and Meetings:

Incubator will organise events to facilitate the companies located in the BI in networking and to showcase their technologies. Incubator will also facilitate meetings with visitors of AIC - MUJ Incubation Foundation and its constituent Institutions such as alumni, venture capitalists, industry professionals.

E. Information Pool:

Incubator will maintain access to information and knowledge pool generally useful new enterprises. The Incubator will also facilitate access to departmental laboratories of AIC - MUJ Incubation Foundation Institutions by the Company (Promoters) for their product development purposes with approval of the concerned department.

F. Access to Markets & Talent

Incubator will provide help to incubatee, by providing assistance in marketing, get access to markets and access to desired talent.

2. In the event of a material deviation/delay in the Machine List and Timelines, the Company and the Founders shall have the right to demand that the Incubator extends the incubation period in accordance with such deviation/delay.
3. Further, at the end of the Incubation Period, the Incubator shall, at the Company's request, continue to make the Incubator Facilities listed in A and B above available to the Company upon payment by the Company of a fee to be decided upon by the incubator and the founder.

MiniMines CleanTech Solutions Pvt Ltd



Director



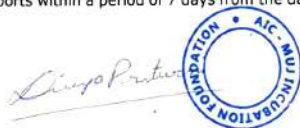
SCHEDULE III

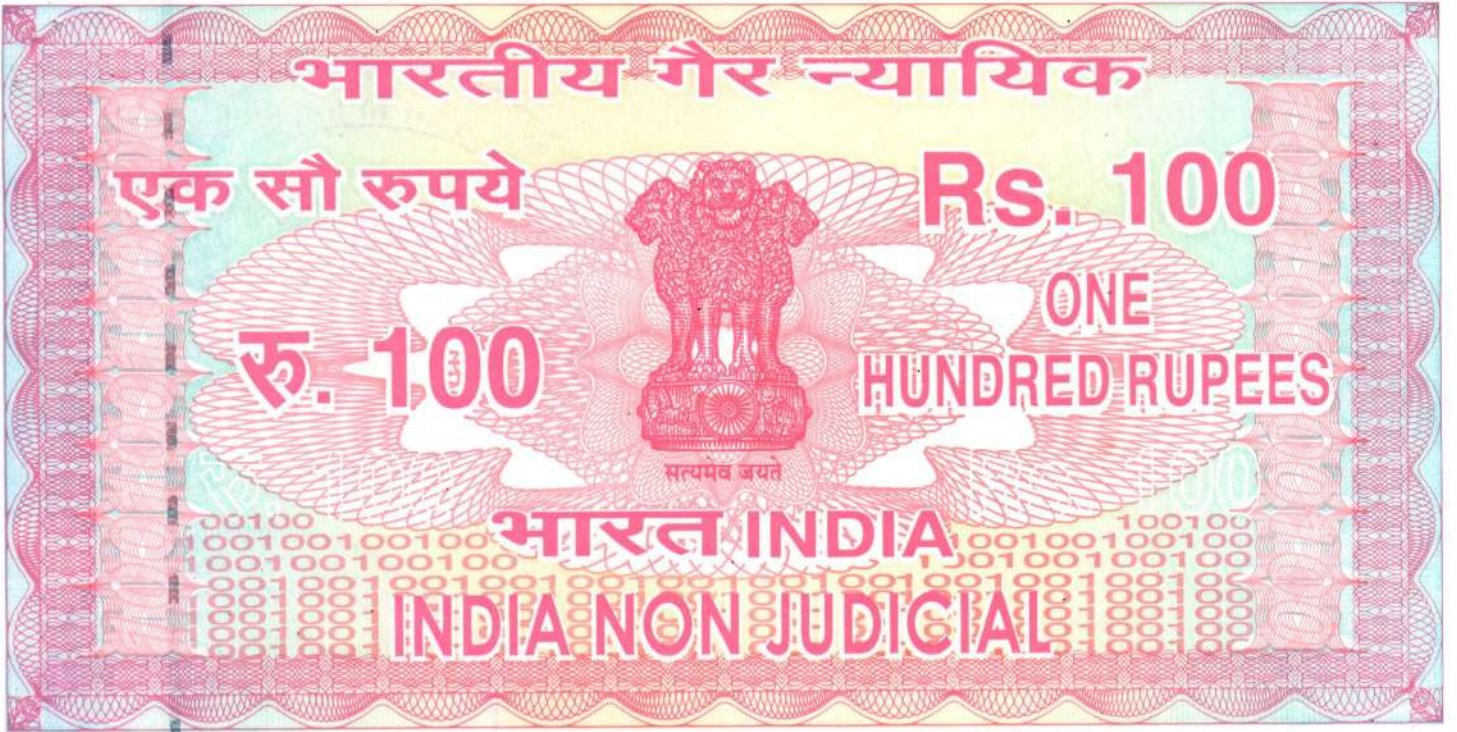
COVENANTS OF THE COMPANY

1. The Company shall keep Incubator facilities extended for their usage in good condition and shall not cause damage thereto.
2. The Company shall not cause any nuisance or annoyance to other companies or units working in the AIC - MUJ Incubation Foundation.
3. The Company shall not engage in any unlawful activities during its stay in the AIC - MUJ Incubation Foundation. The Company shall comply with provisions of the relevant Rules, Regulations and Acts applicable to it. The Company shall also ensure that its Promoters and its employees do not engage in any unlawful activities during their stay in the AIC - MUJ Incubation Foundation.
4. The Company shall comply with the terms of the AIC - MUJ Incubation Foundation Policy during its stay in the AIC - MUJ Incubation Foundation. Amendments or changes, from time to time, in the Policy shall be binding on the Company unless Incubator decides otherwise. The Company shall be responsible to update itself from time to time on amendments in the Policy. Incubator shall not be held liable for lack of communication and intimation to the Company on specific amendment in the Policy.
5. The Company shall submit information to Incubator about all material changes or development taken place in their companies from time to time such as (but not limited to) change in name of the company, change in project or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. Prior concurrence of Incubator shall be obtained for effecting such changes and Incubator shall have a right to stipulate such additional conditions as Incubator in its absolute discretion deem fit for effecting any change as stated herein above.
6. The Company undertakes and agrees that the information to be submitted by it will be correct and Incubator shall not be responsible for verifying the correctness of the information to be submitted by the Company. In the event that any information submitted by the Company is found to be incorrect, Incubator will proceed to take appropriate actions for breach of the provision of this Agreement.
7. The Company shall disclose to Incubator, information on executive involvements of their promoters in other companies or Business Incubator entities. The Company shall also ensure that its promoters, employees or any other person connected to the Company or its promoters shall avoid all conflicting situations and that they shall not use their positions in multiple capacities to the benefit of the other roles. The Company shall disclose to Incubator, information or situation of conflict of interests involving its promoters, employees or any other person connected to the company or its promoters.
8. The performance of the Company shall be subject to the periodical assessment by Incubator. The Company will work with the Incubator to set mile stones for the period of incubation. The Company shall submit with Incubator information on quarterly basis in a format as reasonably required by the Incubator. The Company will have to submit their annual reports within a period of 7 days from the date of its approval.

MiniMines Cleantech Solutions Pvt Ltd

Director





తెలంగాణ తెలంగాణ TELANGANA
Sl.No. 49776 Date 17/10/2022 Rs. 100 ✓
Sold to D.A.G. Sai Revanth R.A. Hyd
S/o.W/o.D/r D.Raghavendra Rao
For Whom Weezy Innovations Pvt. Ltd

AV 477518
G. HARAJOTAL
LICENSED STAMP VENDOR
L.No. 15-26-001/1992 RL No. 15-26-009/2022
H.No. EWS-144, Kamala Nagar, Kepra,
ECIL (P) M.M.Dist-600 082 Call: 9440094852

Memorandum of Understanding

This **Memorandum of Understanding** Agreement ("**Agreement**") is entered into on this the 08/09/2022 by and amongst:

1. **AIC - MUJ Incubation Foundation (U93090RJ2018NPL061558)**, registered under the provisions of the Companies Act 2013 and having its registered office at C/O Manipal University Jaipur, Dehmi kalan, Jaipur Ajmer Expressway, Rajasthan - 303007 (herein after referred to as the "**Incubator**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)
 1. The persons set out in Schedule I hereto (hereinafter referred to as individually as a "**Founder**" and collectively as the "**Founders**", which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and permitted assigns);
- AND**
2. **Weezy Innovations Pvt. Ltd. (CIN: U74999KA2021PTC146646)**, a company incorporated under the laws of India and having its registered office at #71, 3rd Cross Road, Residency Road Opposite to Samsung Opera House Bangalore - 560025 (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Each of the Founders, the Incubator and the Company shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS the Company, is seeking professional and infrastructural support and guidance more specifically enumerated in Schedule II (the "**Incubator Facilities**"). The Incubator has hereby committed to support and mentor the Company and the Founders for a period of twelve months from the **Effective Date**.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

For WEEZY INNOVATIONS PVT. LTD.

Puneet
AIC - MUIJ INCUBATION FOUNDATION

R.A.H.

DIRECTOR

1. Definitions & Interpretation:

1.1. Definitions:

Act shall mean the Companies Act, 1956 and the Companies Act, 2013, as may be applicable, together with the rules and regulations hereunder, as may be amended, modified, supplemented or re-enacted from time to time;

Board shall mean the board of directors of the Company;

Business shall mean the revolution of urban clothing & fashion all at once, through unique designs that cater to the ever changing style of Z-Generation.

Direct Competitor shall mean any Person engaged in the same or similar business as the Business;

Effective Date shall mean the date on which the Parties mutually agree on the Machine List and Timelines;

Law shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, Governmental Approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

Success Fee shall mean a claim by Incubator for a success fee or incentive fee calculated at the rate of 5% of total business or funds generated via connections or programs executed or facilitated by incubator. The funds could be generated by Sales, Paid Contracts, Grants received, Investor Capital Raised, etc.

1.2. Interpretation: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Investment Agreement.

2. Consideration.

Further for business or funds generated via connections or programs executed or facilitated by AIC a success fees would be charged by the incubator and the same shall be payable within 30 (thirty) days of the contract.

3. Relationship: The Incubator shall be an independent contractor and nothing in this Agreement shall render the Incubator an employee, worker, agent or partner of the Company.

4. Term & Termination:

4.1. This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 4.2 below

4.2. Termination:

(i) This Agreement may be terminated at the option of the Incubator if the Success Fee is not transferred in accordance with Clause 2.

For WEEZY INNOVATIONS PVT. LTD.



DIRECTOR

- (ii) This Agreement may be terminated at the option of the Incubator in the following circumstances:
 - (a) use of the Incubator Facilities by the Company for purposes other than for furtherance of its business;
 - (b) causing damage to the Incubator's property;
 - (c) Breach by the Company of the covenants set out in Schedule III hereto.
- (iii) This Agreement may be terminated at the option of the Company or the Founders if (a) the Effective Date has not occurred within 3 months of the Execution Date or (b) there is a material deviation in the Machine List and Timelines.
- (iv) This Agreement may be terminated at the option of the Company or the Founders in the event the Incubator fails to comply with its responsibilities under this Agreement or materially breaches the terms of this Agreement.
- (v) This Agreement may be terminated at any time by the mutual agreement of the Founders and the Incubator.

4.3 In the event of termination by the Incubator for the reasons set out in (ii) above, the Incubator may require the Company to vacate the premises with 7 days' notice, subject to the Dispute Resolution procedure set out herein.

4.4 In the event of termination by the Company or the Founders for the reasons set out in (iii)(b) or (iv) above, 50% of the Success Fee must be transferred back to the respective Founders by the Incubator as soon as commercially possible, subject to the Dispute Resolution procedure set out herein.

4.5 The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.

4.6 The clauses of this Agreement which by their nature should survive termination shall survive such termination.

5. Limitation of Liability:

5.1 In no event shall the Party be liable to any other Parties for any special, incidental, indirect or consequential damages arising out of or in connection with this Agreement.

5.2 In no event shall a Party or any of its partners, officers, employees, representatives or agents be liable for any liability whatsoever for any losses or expenses of any nature suffered by another Party arising directly or indirectly from any act or omission of such Party or its employees, agents or representatives hereunder.

6. Tax Liability: Any and all tax liability that may be incurred by a Party as a consequence of operation of Applicable Law shall be borne by the respective Party.

7. Costs and Expenses: Each Party will bear its own expenses incurred in connection with the preparation, negotiation and execution of this Agreement. In addition, all costs and expenses in relation to payment of any stamp duty, registration duty and service taxes on the Definitive Documents under applicable Law shall be borne equally by the Company and the Incubator.

8. Indemnity: Each Party hereby agree to protect, defend, indemnify and hold harmless the other Parties, their employees, officers, partners, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements), arising from or relating to any third party claims, demands, fines, penalties and other sanctions imposed by any authority for non-compliance with any applicable law pursuant to and by virtue of this Agreement; and/ or any losses, liabilities, expenses, damages and / or claims suffered or incurred by the Incubator (including reasonable legal fees) as a result of such Party's negligence, fraud or wilful default in relation to this Agreement.

Each Party shall also indemnify and keep indemnified the other Parties for any breach of the terms and conditions of this Agreement.






For WEEZY INNOVATIONS PVT. LTD.

DIRECTOR

9. **Intellectual Property:**

- 9.1. "Intellectual Property" includes patents, inventions, know how, trade secrets, trade-marks, service marks, designs, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, and other confidential and proprietary information, data, documents, instruction manuals, records, memoranda, notes, user guides, ideas, concepts, information, materials, discoveries, developments, and other copyrightable works, and techniques in either printed or machine-readable form, whether or not copyrightable or patentable
- 9.2. "Intellectual Property Rights" include: (i) all right, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property; (v) all extensions and renewals thereof; and (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.
- 9.3. Except as set out in this Clause 11, each Party agrees that all Intellectual Property Rights, which are held by the other Party, shall remain in the sole and exclusive ownership of such other Party.
- 9.4. Any Intellectual Property and Intellectual Property Rights developed or conceived by the Company while receiving guidance or support as described in Schedule II shall vest absolutely and irrevocably with the Company.

10. **Non-Disclosure:**

- 10.1. All information and data belonging to the Company of confidential and proprietary nature be it specifically documented or not, shall be termed as confidential information ("**Confidential Information**"). This includes but is not limited to:
- creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
 - technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;
 - business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer information, personnel records and the like;
 - all proprietary information related to the Company; and
 - any other valuable information of the Company designated as confidential by the circumstances in which it is provided.
- 10.2 Confidential Information does not include such information or data that: (a) is or becomes generally known to the public without restriction through no fault of the Incubator, or (b) that the Incubator knew without restriction prior to its disclosure by Company.
- 10.3 The Incubator shall hold in confidence and not disclose or use any Confidential Information, except in connection with this Agreement or with the prior written permission of the Company. This Clause shall survive the termination of this Agreement.
- 10.4 Upon termination of this Agreement or as otherwise requested by the Company, the Incubator will promptly return to the Company all items and copies containing or embodying Confidential Information without retaining any copies (soft or hard copies) with himself

11. **Dispute Resolution:**

- 11.1 The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of the Parties, then the dispute shall be submitted to final and binding arbitration at the request the disputing Parties upon written notice to that effect to the other disputing Parties. In the event of such arbitration







For WEEZY INNOVATIONS PVT. LTD.

- 11.1.1 The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- 11.1.2 All proceedings of the arbitration shall be in the English language. The venue and seat of arbitration shall be at Jaipur, India;
- 11.1.3 All proceedings shall be conducted before a panel of 3 (three) arbitrators wherein, one arbitrator will be appointed by the claimants, the second arbitrator will be appointed by the respondents and the third arbitrator will be appointed jointly by the other two arbitrators; and
- 11.1.4 Arbitration awards rendered shall be final, binding and shall not be subject to any form of appeal.
- 11.2 Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 13.

12 Miscellaneous:

- 12.1 This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties. A waiver or any failure or delay by the Incubator to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by the Incubator of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of the Incubator. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.
- 12.2 If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.
- 12.3 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by delivering by hand, registered post, electronic mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by registered post, where 7 (seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iii) when delivered by courier on the 2nd (second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed, provided that the Party issuing the notice receives a confirmation of delivery from the delivery service provider; or (iv) for electronic mail notification, upon confirmation of such notification by any of the means as aforesaid.

To the Founders:

Attention: Gopal Krishna Panda
Address: B/36 Sriramsadhanana Apts, Gokula Mathikeri, Bangalore 54
Email : gopal@weezy.in

To the Company:

Attention: Gopal Krishna Panda
Address: B/36 Sriramsadhanana Apts, Gokula Mathikeri, Bangalore 54
Email: gopal@weezy.in

To the Incubator:

Attention : CEO
Address : C/o Manipal University Jaipur, Dehmikalan, Bagru, Jaipur, Pin- 303007
Email :

- 12.4 No Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.

For WEEZY INNOVATIONS PVT. LTD.

Puneet



Ruth

- 12.5 This Agreement supersedes all earlier agreements, arrangements, letters, correspondence, understandings etc. with respect to the subject matter of this Agreement. For the avoidance of doubt, it is clarified that this Agreement does not supersede the Investment Agreement.
- 12.6 The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original.
- 12.7 Save and except as otherwise stated in this Agreement, in the event that a Party commits a default of the terms of this Agreement then, the non-defaulting Parties shall, in addition to any other rights and remedies available under this Agreement, be entitled to seek specific performance of this Agreement and such other remedies as may be permitted to it under applicable Law.
- 12.8 Each Party shall act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first herein above written.

Signed and delivered by .

For and on behalf of

1. AIC - MUJ Incubation Foundation




 Chief Executive Officer



2. Founders


For WEEZY INNOVATIONS PVT. LTD.



Revanth Desai

DIRECTOR

3. Weezy Innovations Private Limited


 _____ For WEEZY INNOVATIONS PVT. LTD.

Revanth Desai
 Co-Founder

DIRECTOR

SCHEDULE I

LIST OF FOUNDERS

1. Founder - Gopal Krishna Panda
2. Co Founders - Revanth Desai & Thomas Sharon

For WEEZY INNOVATIONS PVT. LTD.

DIRECTOR

SCHEDULE II

INCUBATOR FACILITIES

1. The Incubator shall provide the Incubator Facilities as listed below for a period of twelve months from the Effective Date ("**Incubation Period**"):

A. Physical Infrastructure:

- Developed office space approximately ad measuring <4>. with furniture and air-conditioning machines to occupy and use for Business Incubator activities.
- 24x7 high speed Internet Connectivity
- Access to Maker Space/Fab Lab.

Notwithstanding anything contained in this Agreement, AIC - MUJ Incubation Foundation shall have absolute right and ownership of the office space provided to locate the Company (the company to be promoted by the Promoters). The Estate Officer of the AIC - MUJ Incubation Foundation shall be deemed to be a competent authority under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 for necessary actions in connection with the office space so occupied by the Company.

B. Common Infrastructure:

The Incubator will provide following facilities to the Company, which will be shared by all Companies located in the Incubator:

- Laser Printer
- Photocopier
- Scanner
- Meeting/Conference room with projection equipment

The ownership of all assets so provided as a part of Incubator supports and services rests with Incubator AIC - MUJ Incubation Foundation as the case may be.

The support and services described in clauses A and B herein above shall be herein after referred to as "Incubator facilities".

C. Network of Mentors and Experts:

Incubator will facilitate liaison with mentors, professionals and experts in technology, legal, financial and related matters on such terms and conditions as may be stipulated by them.

D. Event and Meetings:

Incubator will organise events to facilitate the companies located in the BI in networking and to showcase their technologies. Incubator will also facilitate meetings with visitors of AIC - MUJ Incubation Foundation and its constituent Institutions such as alumni, venture capitalists, industry professionals.

E. Information Pool:

Incubator will maintain access to information and knowledge pool generally useful new enterprises. The Incubator will also facilitate access to departmental laboratories of AIC - MUJ Incubation Foundation Institutions by the Company (Promoters) for their product development purposes with approval of the concerned department.

F. Access to Markets & Talent

Incubator will provide help to incubatee, by providing assistance in marketing, get access to markets and access to desired talent.

2. In the event of a material deviation/delay in the Machine List and Timelines, the Company and the Founders shall have the right to demand that the Incubator extends the incubation period in accordance with such deviation/delay.

3. Further, at the end of the Incubation Period, the Incubator shall, at the Company's request, continue to make the Incubator Facilities listed in A and B above available to the Company upon payment by the Company of a fee to be decided upon by the incubator and the founder.






For WEEZY INNOVATIONS PVT. LTD.

7
DIRECTOR

SCHEDULE III

COVENANTS OF THE COMPANY

1. The Company shall keep Incubator facilities extended for their usage in good condition and shall not cause damage thereto.
2. The Company shall not cause any nuisance or annoyance to other companies or units working in the AIC - MUJ Incubation Foundation.
3. The Company shall not engage in any unlawful activities during its stay in the AIC - MUJ Incubation Foundation. The Company shall comply with provisions of the relevant Rules, Regulations and Acts applicable to it. The Company shall also ensure that its Promoters and its employees do not engage in any unlawful activities during their stay in the AIC - MUJ Incubation Foundation.
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A handwritten signature in blue ink, consisting of stylized initials, is written over a horizontal line.

For WEEZY INNOVATIONS PVT. LTD.

DIRECTOR