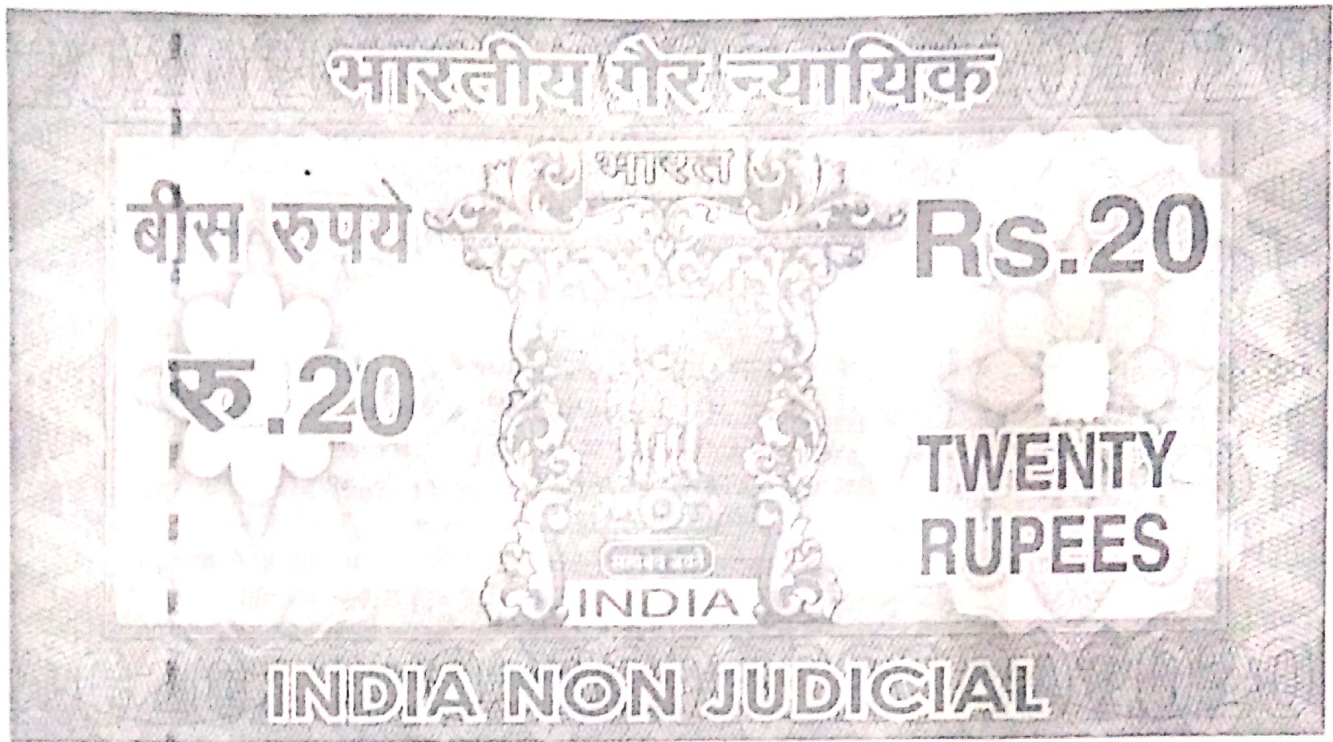




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Sholinganallur, Chennai - 600 119.
044-42154999

Memorandum of Understanding

The Memorandum of Understanding (MOU) is signed between the said parties in duplicate on 28th April 2021

Between

PERITUM PARTNERS a partnership firm having its office at A5, 2nd Floor, No.3, 4th Cross Road, Sadhana Apartments, R A Puram, Chennai 600028 (Hereinafter referred to as the "Peritum Partners" which expression shall, unless the context otherwise requires, means and includes its successors and permitted assigns) of the ONE PART and represented by its Founding Partner, Karthik Jayakumar

And

M/s. SOCIETY OF SATHYABAMA UNIVERSITY - TECHNOLOGY BUSINESS INCUBATOR a Society registered under The Tamil Nadu Societies Registration act, 1975, supported by NSTEDB-DST, Govt of India and having its Regd. office at Col. Dr. Jeppiaar Research Park, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai-600 119 (Hereinafter referred to as the

V. Sathya

B. Sheela Rani

Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
DIRECTOR (RESEARCH)
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

"Sathyabama - Technology Business Incubator" or "TBI" or "Organisation" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.) of the OTHER PART and represented by its Head - TBI, Dr.B.Sheela Rani

Whereas:

- A. Peritum partners endeavours to provide legal support in order to develop an ecosystem facilitating ideas sailing through industry for public benefits. Peritum partners assists innovators, creators, entrepreneurs in strategizing their business growth based on innovative solutions. Peritum partners supports businesses from initiation of ideas/concepts until successful implementation of the same in the market.
 - B. Peritum partners and Sathyabama - Technology Business Incubator, have appreciated each other's objectives in promoting excellence in knowledge sharing and development, training and professional education in the area of Entrepreneurship and Trade doing joint researches and reports, field survey and evaluations, EDP, etc., and are desirous of entering into an MOU for mutual benefit and advantage and have reached the following understanding.
1. This Mou sets forth our agreement concerning the services to be provided by us to the incubatees of Sathyabama Technology Business Incubator.
 2. Both the Parties here to have identified the following areas and agree to Mutually co-operate to the fullest extent:
 - a. Strengthen the Incubation activities.
 - b. Assisting in evaluation of business model.
 - c. Any other cooperation as mutually agreed.
 - d. Joint workshops to boost startup ecosystem.
 - e. Mentor support/Consultation/Advisory
 - f. Fund Raising activities
 - g. Bring investment opportunities for startups
 - h. Tie ups with other incubation centres for alignment of programs.
 - i. IP related service/ guidance provision to entrepreneurs and startups.

All the workshops done in association with Sathyabama Technology Business Incubator will not be charged.

3. Scope of Services. Peritum Partners shall assist the incubatees with their legal requirements from time to time. Peritum Partners however does not provide tax/financial advice. The scope of services includes: (i) review and drafting of agreements in relation to the incubatees, (ii) general legal advisory on matters pertaining to the incubatees, support until litigation (including drafting and responding to legal notices) for the incubatees, (iv) investment documentation (share subscription agreements, share purchase agreements, shareholders agreement etc) and termsheet vetting for the incubatees and (v) litigation matters relating to the incubatees; (vi) Peritum Partners shall be required to provide workshop assistance/seminars free of cost to the Client, at the Client's request.

B. Sheela Rani

Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
DIRECTOR (RESEARCH)
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

4. Fees. Time devoted in assisting the incubatees with their legal requirements will be billed to the incubatees on the basis of mutual discussions, while constantly keeping the Client in the loop. The terms of this MOU shall be valid for a period of 2 year from the date of signing this MoU. Post the expiry of this MoU for engagement/empanelment, the MOU can be restructured/extended. Peritum Partners shall enter into separate mutual agreements with each of the incubatees for services we provide to them, which shall set out discounted and preferential pricing on all services to be provided.
5. Expenses. The incubatees will also be billed on a case-to-case basis at a concessional rate as we are partnering with the Client. Payments by incubatees shall be subject to applicable taxes and deductions.
6. Invoices. All invoices for the fees and other expenses, etc., will be submitted to the incubatees according to the separate agreements to be signed with such incubatees. Sathyabama Technology Business Incubator shall not have any payment obligation on behalf of the incubatees, whatsoever.
7. Non-disclosure. Information acquired by us in connection with this engagement will not be divulged to any third party other than in accordance with your instructions, or as may be required to provide the services under this arrangement directly or through other counsel, or if required pursuant to applicable law, rule or regulation, or where requested or required by any court or arbitrator, or any regulatory, supervisory or professional body, or for our own tax or insurance purposes. Any disputes arising between the parties shall be resolved by arbitration at Chennai under the Indian Arbitration and Conciliation Act, 1996.
8. Termination. Both parties shall have the right to terminate our engagement at any time. In the event of a termination, we will immediately arrange to turn over to the incubatees all available files associated with the representation and reasonably cooperate with the incubatees and its counsel in the transition of representation as directed by the incubatees.
9. Liability. Peritum Partners shall not be required to incur any liability in relation to any work done for the incubatees.

Date : 28th April 2021

For and on behalf of
Peritum Partners

Karthik Jayakumar

Name : Karthik Jayakumar
Designation : Founding Partner
Address : Chennai

For and on behalf of
Sathyabama - Technology Business
Incubator

B. Sheela Rani

Name: : Dr. B. Sheela Rani
Designation: Head-TBI
Address : Chennai

For PERITUM PARTNERS

PARTNER



Dr. B. SHEELA RANI, M.S.(By Research), Ph.D.,
Head - TBI

SATHYABAMA

TECHNOLOGY BUSINESS INCUBATOR

(Supported by NSTEDS-DST, Govt of India)

Jeppiaar Nagar, Rajiv Gandhi Salai,

Chennai - 600 119

Dr. B. SHEELA RANI, M.S. (By Research), Ph.D.,
DIRECTOR (RESEARCH)

SATHYABAMA

INSTITUTE OF SCIENCE AND TECHNOLOGY

(DEEMED TO BE UNIVERSITY)

Jeppiaar Nagar, Rajiv Gandhi Salai,

Chennai - 600 119

B. Sheela Rani