

MEMORANDUM OF UNDERSTANDING

made and entered into on 3rd day of March, 2017

Between

EdGate Technologies Pvt Ltd, a company registered under the Companies Act, 1956 with its principal place of business # 68,15th Cross, 1st Block, R.T.Nagar, Bengaluru - 560 032, Karnataka - acting on behalf of itself and its Affiliated Companies represented by its Director Mr. Gurpreet Singh and hereinafter referred to as 'EdGate'.

and

HKBK College of Engineering with its principle place of business # 22,19th Cross, Govindapura, Nagawara, Bengaluru - 560045, Karnataka represented by its Principal Dr. Chaitanya Kumar M.V and hereinafter referred to as 'HKBK'.

(The terms "**EdGate**" and the "**HKBK**" shall mean and include their respective heirs, legal representatives, administrators, executors, Agents, nominees, Successors, etc.)

WHEREAS

- a. EdGate is in the business of EdGate Technologies is a technology development and training provider in embedded system design domain. We provide high quality design solutions and services that are tailored to suit the needs of the clients.
- b. HKBK is a premier institution imparting engineering courses in the fields of Electronics, Telecommunications, Information Technology, Computer Science and other related disciplines.



- c. HKBK has its engineering college campus at # 22,19th Cross, Govindapura, Nagawara, Bengaluru - 560045, Karnataka and is desirous to set up EdGate Laboratory and training Centre at its premises.

Now therefore in consideration of the mutual covenants hereinafter contained, the parties hereto agree to setup EdGate Laboratory and training Centre to impart courses to Technical and Engineering students in the field of embedded systems and other allied courses.

1. DEFINITIONS

Unless the context otherwise requires, when used in this Agreement

- 1.1 "Affiliates" shall mean any entity which is Controlled by, or is under the common Control of one of the Parties to this MoU by virtue of shareholding, composition of the board of directors, contract or by any other means.
- 1.2 "Memorandum of Understanding and MoU" shall mean this Agreement and shall include any subsequent written modifications and amendments thereto.
- 1.3 "Control" shall mean the ownership, directly or indirectly, of more than 50% of the voting securities of a company or the power to direct the management or policies of such entity, by contract, or otherwise.
- 1.4 "Confidential Information" shall mean all information including but not limited to commercial, technical, course material in any form physical or otherwise and artistic information relating to the establishment, operation, maintenance, marketing and promotion of laboratory and training centres, EdGate's client data and



methodology used in establishing, operating, maintaining marketing and promoting the training centres and the EdGate's course material including but not limited to softwares, hardwares, data sheets, methodology used in the performance of this MoU and such information that may be developed by the EdGate pursuant to this MoU, whether protected under law or not.

- 1.5 "**Intellectual Property**" shall mean any intellectual property including, without limitation to trademarks, copyrights, registered designs, rights of licence, assignment, use, right of confidence in know-how or technical or commercial information generally and any other such rights or interests in intellectual property relating to the establishment, operation, maintenance, marketing and promotion of Dessert Outlets and related services thereto, whether or not protected under any law in force.
- 1.6 "**Party**" and "**Parties**" shall mean HIPL and Master Franchisee individually or collectively as the context may require.
- 1.7 "**Laboratory and training centre**" shall mean the specific centre established, operated, maintained, marketed and promoted by the EdGate by itself or in collaboration with any third-party.
- 1.8 "**Trademarks**" shall mean the name, logo, bye-lines and other marks of HIPL whether or not protected under law.

2. Term

MOU shall be effective from the date of signing and shall remain in force for a period of three years. It shall automatically be renewed for next two years until & unless terminated by either party.



3. **Consideration**

EdGate shall pay to HKBK 15% of the invoice value after deduction of taxes, if any, from the fee collected from each of the student/s before the 10th of the following month from the date of completion of the course/ training program of each student enrolled.

4. **Obligations and covenants of HKBK**

- 4.1 HKBK shall provide the available infrastructure & basic amenities such as electricity, telephone, Internet, water etc. suitable and ready for delivering the training courses and other activities for due performance of this MoU by EdGate.
- 4.2 HKBK shall provide an exclusive workable space/ room and for setting up Laboratory and training centre free of rent and/ or maintenance cost with basic amenities and facilities to enable the staff of EdGate to facilitate marketing & related activities.
- 4.3 HKBK shall provide 20 computer Systems of configuration requested by EdGate, 2 C.R.O, D. C. Power supply and 2 Functional Generators etc., HKBK shall provide at its discretion any additional requirements for functioning of the laboratory and training centre for due performance of this MoU.
- 4.4 HKBK shall allow Laboratory and training centre to function between 10am to 7 PM for training of students and shall provide all the amenities as mentioned hereinabove.
- 4.5 HKBK shall allow EdGate to make improvements within the Premises and make such non-structural alterations within the Premises as are required for purposes of setting up and functioning of the laboratory and training centre.
- 4.6 HKBK shall help to develop market through its existing established network and would support in marketing exercise.
- 4.7 HKBK shall nominate a coordinator as a point of contact (POC) for HKBK for due performance of this MoU.
- 4.8 HKBK shall treat EdGate as exclusive training partner for joint activities for mutual benefits.



5. Obligations and covenants of EdGate

- 5.1 EdGate shall utilize its strength to align with various skill development programs and initiatives to meet the objectives of HKBK. It shall accordingly design and deliver various programs within the overall objectives and scope of this MoU.
- 5.2 The quality delivery is the responsibility of EdGate and EdGate would have to have in-house or engage the required manpower who are qualified and trained to the best of standards and the faculty as per the requirement.
- 5.3 EdGate shall design, develop and provide required course materials & practical training to the students.
- 5.4 EdGate shall market the program to make them successful at its own cost and expenditure. It shall also guide and support the students for proper placement.
- 5.5 EdGate Technologies shall provide any and all softwares and Hardwares required to impart the courses and training programmes to the students so enrolled.
- 5.6 EdGate shall take shall not make any structural changes to the premisis allocated by HKBK for the purpose setting up of the labrotory and training centre. EdGate shall at all times maintain the premisis in good and tenable condition.
- 5.7 In the event of termination or determination of this MoU, EdGate shall return the premisis in the same condition as de
- 5.8 EdGate Technologies shall provide necessary man power/ resource persons for conducting the Training sessions .
- 5.9 EdGate Technologies shall fix the fee structure as mutually discussed between the parties hereto and arrange for collection of the same. However no fee dicounts shall be offered to the students of HKBK College both from those pursuing their studies and those who have completed their studies.
- 5.10 EdGate and HKBK both will be free to do marketing of the courses on mutually agreed standards.



- 5.11 Training programmes shall be conducted on the latest Industrial technologies.
- 5.12 Edgate is the university program partner of Texas Instruments (TI) and will provide certificate to the students under TI University program or will ensure certification from reputed organisations equivalent to TI or any other partner companies in future on completion of Training /Course to students who have undergone the training Course / programs.
- 5.13 Training will be open for students of Engineering across India, however, preferential enrollment shall be given to the students /ex students of HKBK College in any other training programmes conducted in future.
- 5.14 EdGate will, free of cost, train two faculty members of HKBK with a certification course as mutually discussed to the members nominated by HKBK in writing during the subsistence of this MoU.
- 5.15 EdGate will issue identity cards with an expiry date till the last day of the course to the students enrolled and ensure that the students so enrolled follow the rules and discipline of HKBK.

6. **Termination**

- 6.1 Both parties shall have the right to terminate the agreement for non-performance of its obligations with a written notice of 30 days to the defaulting party.
- 6.2 Upon such termination Edgate shall endeavor to complete the course at the premises of HKBK and HKBK shall continue to provide all the necessary amenities for successful completion of such course. In the event of HKBK fails to provide such requisite amenities, EdGate shall complete the course of the enrolled students any of its other training centres and HKBK shall not be entitled to its share of fee so paid by the students.
- 6.3 EdGate shall deliver the Premises in as is condition to HKBK at the expiry or earlier termination of this MoU in good and tenable condition subject to normal wear and tear. Upon expiry or earlier termination of this MoU, the EdGate shall be entitled to remove all property brought in on to the Premises.



7. **SIGNAGE:**

EdGate shall be entitled to display its logo/insignia at a mutually agreed place within the institution and outside the Premises

8. **APPROVALS, LICENSES AND PERMITS**

EdGate shall be solely and absolutely responsible for obtaining all approvals, licenses and permits under applicable statutes, ordinances, notifications, rules and regulations required for the establishment, operation, maintenance, marketing and promotion of the Laboratory and training centre.

9. **RECORDS AND INSPECTION**

9.1 EdGate shall maintain complete and accurate records for the fee collected, costs incurred in operation and management of the laboratory and training Centre.

9.2 EdGate shall keep up-to-date records of students enrolled and fee charged and shall provide HKBK monthly statement itemising all enrolments and allow HKBK to inspect the said records on HKBK's request in order to verify the accounts to its satisfaction.

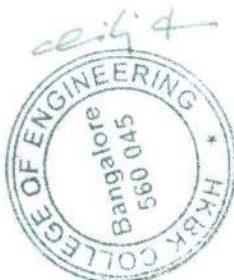
10. **MANAGEMENT**

10.1 EdGate shall be responsible for the day to day management and operations of the Laboratory and training centre.

10.2 Without prejudice to the foregoing, HKBK shall have the unfettered right to inspect and supervise the overall management and operations.

11. **NON COMPETE**

During the term of this Agreement and/ or before the expiry or termination of this MoU, HKBK shall not in any manner, engage in business which is



similar to or in direct competition to the business of EdGate, either for itself or for any third party.

12. CONFIDENTIALITY

- 12.1 All information of any nature or kind supplied by or on behalf of EdGate to the HKBK and its staff and/or developed by the EdGate, pursuant to this EdGate shall be treated as confidential by HKBK during and after the term of this Agreement, whether or not such information is designated as being confidential or not
- 12.2 Confidential information received by HKBK and its staff shall not be used under any circumstances so as to injure the business of EdGate.
- 12.3 HKBK undertakes, covenants and agrees with EdGate that, during the term of this MoU and after the expiry of this MoU, it shall not disclose or authorise anyone to disclose any confidential information or trade secrets which is the owned and/or disclosed by EdGate to HKBK and its staff.
- 12.4 HKBK shall cause all its directors/ partners / staff or their equivalent and employees to execute a confidentiality undertaking in a form and manner acceptable to HKBK to ensure that the Confidential Information disclosed by EdGare to HKBK and its staff/ employees under this MoU.
- 12.5 The information so disclosed whether orally, in writing or the course material circulated by EdGate shall not be utilised by the directors/ partners or their equivalent or employees for their personal benefit or for the benefit of any third parties or in manner which shall put them in direct or indirect competition with EdGate.
- 12.6 EdGate shall, in the event of breach by the directors/ partners or their equivalent or employees of HKBK, be entitled to seek injunctive reliefs against the such breach and EdGate shall be entitled to claim liquidated damages from the HKBK and/or the concerned directors/ partners or their equivalent or employee.



13. FORCE MAJEURE

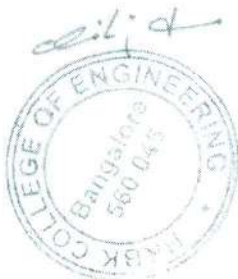
If the performance by either Party hereto, of any of its obligations hereunder is prevented, restricted or interfered with by reason of fire, or other causality or accident; strike or labour disputes; war or other violence; any law, or regulation of any government; or any act or condition whatsoever beyond the reasonable control of such Party (each such occurrence being hereinafter referred to as a "*Force Majeure*"), then such Party shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that such Party shall give prompt notice within a period of 15 days from the date of Force Majeure occurrence and providing a description to the other Party of such Force Majeure in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure; and provided further that such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

31. JURISDICTION and DISPUTE RESOLUTION

31.1 This MoU and all contracts signed or be signed in future to execute and perform this MoU shall be governed by Indian law.

31.2 Should there be any dispute or difference of opinion regarding this MoU or other agreements for the execution and performance of this MoU both the Parties will make all efforts to amicably settle such disputes. Efforts at reaching an amicable settlement will be deemed to have failed as soon as one of the contractual Parties informs the other in writing about such a deadlock.

31.3 If efforts at amicable settlement fail, all disputes arising out of this contract or its validity will be finally decided by the Jurisdictional Courts at Bangalore.



IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by and through their duly authorized representatives as of the date written herein.

HKBK

By *cc: a*

Name Dr. CHAITANYA KUMAR M.V.
Principal, HKBK College of Engg.,
221, Nagawara, Bangalore-560045
Karnataka, India

Witness



EdGate

By EdGate Technologies pri Ltd

Name Gurpreet Singh
Title Director

Witness

