

Sub Registrar
Jayanagar, Bangalore.

GOVT. OF KARNATAKA

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU or Agreement") is entered in to
BY AND BETWEEN

Fintech Infosystems Pvt. Ltd., a company incorporated in India with CIN U72900HR2015PTC057066, having its offices at K2/14, DLF City 2, Gurgaon – 122001 and exclusive distributor of TrakInvest Pte Ltd. (TrakInvest) for the Indian territory ("**Content Partner**")

AND

Jesus & Mary College, Chanakyapuri, New Delhi- 110021. ("**The Institution**")

WHEREAS Content Partner has the exclusive rights of distribution and marketing of the virtual Platform for equities developed by TrakInvest that provides a best in class social trading experience, as further defined below (the "Platform") and various educational courses for equities that provides a best in class trading and learning resource for learners.

AND WHEREAS The Institution is a College established and situated in India;

AND WHEREAS both the parties are desirous of entering into a mutually beneficial relationship whereby Institution shall use the content platform developed by the Content Partner as a value addition to their curriculum for its students.

The Institution and Content Partner may be referred to as 'Party' individually and as 'Parties' collectively, as the context may require.

NOW THEREFORE, for and in consideration of the foregoing premises and the covenants hereinafter established, the Parties hereto agree as follows:

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1. **DEFINITIONS**

"Branding" means digital versions of trademarks, logos, and visual designs owned or controlled by the Institution.

"Platform" means www.TrakInvest.com owned and operated by TrakInvest or its group companies.

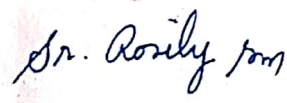
"Intellectual Property Rights" or **"IPR"** means any copyright, patents, trademarks, registered designs, trade secrets, and any other rights of the same or similar nature as the above mentioned rights and interests.

"Simulation" means a competition organized on the TrakInvest platform strictly as per the terms and conditions laid out by TrakInvest platform.

"Confidential Information" means all information in which a party has rights that is not generally known to the public and that under all the circumstances should reasonably be treated as confidential or proprietary, whether or not the material is specifically marked as confidential. Confidential Information also includes without limitation materials/information which would typically be treated by a prudent business person as confidential. Confidential Information may include without limitation information belonging to a third party such as customers or suppliers, or potential customers and also includes designs, devices, drawings, materials, specifications, techniques, models, data, documents, processes, procedures, algorithms, programs and software programs, program source documents.

However, Confidential Information shall not include:

- (i) already in the public domain or comes in to the public domain due to no action or omission or fault of the receiving Party; or
- (ii) independently developed by a receiving Party prior to receipt from a disclosing Party; or



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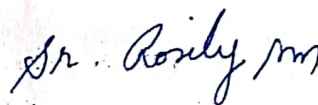
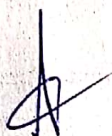
- (iii) was available to receiving Party on a non-confidential basis or from a source other than the receiving Party or obtained not in breach of any agreement with disclosing Party; or

Where Confidential Information is required to be disclosed by a receiving Party in pursuant to a court order or by law, or in response to a request from a Governmental authority or quasi-judicial authority, provided that the disclosing Party uses reasonable efforts to give the other Party owning the Confidential Information sufficient notice of such required disclosure (if such notice is permitted) to allow the other Party reasonable opportunity to object to and to take protective action to prevent such disclosure,

- 1.2 Words and phrases in the singular shall import the plural and vice versa.
- 1.3 The appendices to this Agreement shall form an integral part of this Agreement. It is made clear that any Appendix signed in future in furtherance of this Agreement shall also be considered as a part of this agreement and shall bind the parties under the terms and conditions of the Agreement.

2. Terms of Understanding

- a. The parties agree that the Institution shall offer the Platform as developed by TrakInvest to its students as a value addition to their curriculum.
- b. The Content partner will provide free annual subscriptions for the said platform to all students and faculties as approved by the Dean/Principal/Director/Authorized Signatory or their representative as delegated.
- c. The parties agree that the Institution will promote the usage of the Platform among its enrolled students.
- d. The parties agree that the Institution may provide co-branded **certificate of excellence**, either in print or electronic form to performing students. Such certificates may be co-designed and the cost of the same would be borne by the Content Partner. The design, content and signatories to such certificates will be mutually agreed on by both the parties.
- e. It is further agreed between the parties that the Content Partner and/ or TrakInvest will be open to build various analytical reports as needed by the Faculty of the Institution to drive usage of the Platform.



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- f. It is further agreed between the parties that the Institution will allow the Content Partner and/ or TrakInvest to arrange knowledge workshops on subjects like Equity Valuation, Technical analysis, Blockchain and new technologies and other relevant subjects to enhance industry exposure for students of the Institution.

3. **Payment terms**

There is no payment involved as part of this agreement between the parties whatsoever. The annual subscriptions of the Platform will be provided free of cost to all the students as long as they are studying in the campus. Further, for the lectures and workshops as organized by the Content Partner from time to time in the College campus, no compensation/payment would be provided.

4. **TENURE AND TERMINATION**

- 4.1 The Term of the Agreement shall be for 36 calendar months with start date as August 2019 and the end date as August, 2022.

- 4.2 Both parties may terminate this Agreement at any time, with or without cause, by giving 30 days notice to each other.

- 4.3 Fraudulent or other unacceptable behaviour as defined by the Content Partner and the Institution from time to time can result in termination of this agreement.

- 4.4 Upon expiration or termination of this Agreement:

- (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative, learning content, and all Confidential Information);
- (b) both the parties shall immediately cease displaying any Creative related to the other party on any Website or otherwise;
- (c) all rights granted to Institution here under will immediately cease; and
- (e) all rights granted to Content Partner here under will immediately cease.

5. **COSTS, PROVISION OF APPROPRIATE MATERIALS**

Each Party shall be responsible for its own Costs in connection with meeting its obligations under this Agreement including but not limited to marketing.

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6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The Institution recognizes the validity of the Trademarks and the ownership thereof lies with Content Partner and/ or TrakInvest and undertakes not to contest their validity or their ownership/ legal possession and the Institution shall not disclose, infringe/ pass off or misuse the said marks during the tenure of this agreement and thereafter.
- 6.2 The license to use such trademark shall be for a limited purpose of using the same for marketing/ selling the subscription.
- 6.3 The Institution undertakes not to adopt or use any name, corporate name, trading name, title of establishment, or other commercial designation which includes any of The Trademarks, or any that is confusingly similar to any of them, without the prior written consent of the First Party.
- 6.4 The Institution shall not at any time, sell, deal in, or otherwise be connected with any product under any trademark or other designation which is an imitation or infringement of the Trademarks; and without in any limiting the generality of the foregoing, it is hereby expressly understood and stipulated that use of the words "TrakInvest/Hyrd" in any form or fashion, or any graphic or phonetic rendering of them, on any product other than that of the Company, would constitute such imitation, unfair competition, passing off or infringement of the Trademarks. The above Covenant also applies to any enterprise in which the Institution or its principal shareholders may acquire a direct or indirect interest, be it as owner or through the exercise of the right of control and management.
- 6.5 The Institution hereby covenants that it shall not use the trademarks in any manner whatsoever which may jeopardize the significance, distinctiveness or validity of the trademarks and shall use the trademarks only in pursuance of its obligations under this Agreement.
- 6.6 Nothing Herein Contained shall at any time during the continuation thereof give or be deemed to give or shall be intended to give or confer upon the Institution any right, title, interest, claim or goodwill in or to the marks or the products which shall continue to vest solely and absolutely in favor of Content Partner.
- 6.7 The Institution shall not register any trademark which is usually and/or phonetically deceptively similar to the trademark to any class;



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6.8. The Content Partner shall not use the name, logo or any other representative image of the College for its promotional, advertising or marketing without the prior written approval of the College for every such use.

6.9 The parties acknowledge and accept that they shall not acquire any rights, title or interest in either party's trademarks, patents, copyrights, ideas, methods and designs.

7. **DATA**

7.1 TrakInvest or its group companies shall have sole and exclusive ownership and rights to access Customer Data entered into the Platform.

7.2 The Content partner shall take necessary steps to ensure integrity of data and ensure no breach of data of students. Further, the data of students as enrolled on the platform shall not be sold/distributed/transferred to third parties at all.

8. **CONFIDENTIALITY**

8.1 Both the parties acknowledge that the Confidential Information has been supplied to each other in confidence, has considerable value and is of significant importance to both the parties

8.2 The parties agree to use Confidential Information solely as necessary for performing its obligations here under.

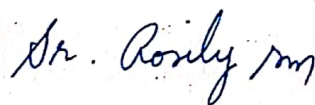
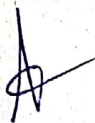
8.3 The parties agree to keep the Confidential Information in complete confidence and, save as expressly permitted under this Agreement, not to disclose, use, copy in whole or impart or modify or adapt the Confidential Information in any way without each other's prior written consent which may be given or withheld in its absolute discretion. Institution agrees that it will not use any of the Confidential Information so as to procure any commercial advantage over Content Partner.

8.4 The parties shall not make any public announcement in relation to this Agreement or the contents of this Agreement without the prior consent of other party, which shall not be unreasonably withheld or delayed if such announcement is required by law or regulations.

9. **MISCELLANEOUS**

9.1 *Force Majeure*

The obligations set forth in this Agreement may be suspended during any force majeure event.



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9.2 *Liability*

The parties shall have no liability with respect to other party or their obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if Institution or Content Partner have been advised of the possibility of such damages.

9.3 *Notice*

Each Party may give notice(s) required by this Agreement or by law by sending the same to the address of the parties stated in this Agreement.

9.4 *Severability*

Should any one or more provisions of this Agreement be held invalid, illegal or unenforceable, such part or provision shall be invalid or unenforceable only, without in any way affecting the validity of the remaining provisions of this Agreement.

9.5 *Indemnification*

The Content Partner and Institution agree to indemnify, defend and hold harmless any related entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) A breach of any representation, warranty, obligation or covenant under this Agreement; (b) gross negligence or wilful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee and related entities granted to any lead, prospective partner or other third party.

9.6 *Independent Contractors*

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

9.7 *Dispute Resolution and Applicable Laws*

This Agreement shall be governed, construed and enforced in accordance with the laws of India. Each Party agrees that any legal action, proceeding, controversy or claim between the

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Parties arising out of or relating to this Agreement may be brought and prosecuted under the Arbitration and Conciliation Act, 1996 as amended from time to time before a Sole Arbitrator appointed by both parties with mutual consent. The seat of Arbitration shall be New Delhi, India and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

9.8 *Amendments*

This Agreement may be amended or modified by mutual agreement evidenced as an amendment signed by authorized representatives of the Parties. The amendment or modifications so arrived at by mutual agreement shall form a binding part of this Agreement.

9.9 *Entire Agreement*

This Agreement sets out the entire agreement between the Parties and supersedes and replaces entirely any previous understanding or agreement on the subject matter herein. In case of any conflict or inconsistency between the provisions in the main body of Agreement and the Annexures, the main body of Agreement shall prevail, unless anything contrary is referred otherwise in the Annexures.

SIGNED AS AN Memorandum of Understanding between the Parties respective authorized representatives on the dates set forth below. This Agreement shall be effective on and from the last date of signature below.

Signature:

A. Chakraborti



On behalf of

Fintech InfoSystems Pvt. Ltd.

Dated August 30, 2019

Name: Mr. Arjun Chakraborti

Title: President & CEO - India

Signature:

Sr. Rosily tom

On behalf of

Jesus & Mary College

Dated 9th Sept, 2019

Name:

Title:

Sr. Rosily tom

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On behalf of

Fintech InfoSystems Pvt. Ltd.

Dated August 30, 2019

Name: Mr. Arjun Chakraborti

Title: President & CEO - India

Signature:

Sr. Rosily sm

On behalf of

Jesus & Mary College

Dated 9th Sept, 2019

Name:

Title:

Sr. Rosily sm