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JECRC Incubation Centre Start up Policy 2019





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JECRC Incubation, Startup Policy 2019

My Dear Students,

The history of the world says that India has been the leader in innovation and knowledge. Many Indians are currently leading the global chains and to retain the glorification of the innovation, Government of India is currently working on setting up the entrepreneurial ecosystem in the country.

In the modern times startups are the most important change required in the country.

To keep this vision and mission lit in the minds of the innovators, we at JECRC have set up the incubation Centre in JECRC College to give the Entrepreneurs and Innovators an address. The Incubation Centre will facilitate all the young minds and nurture them to work on their own startups.

Today with the launch of JECRC Incubation Centre I wish you all the best for this new entrepreneurial journey to build the world of your dreams.







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JECRC Incubation, Startup Policy 2019

My Dear Students,

The history of the world says that India has been the leader in innovation and knowledge. Many Indians are currently leading the global chains and to retain the glorification of the innovation, Government of India is currently working on setting up the entrepreneurial ecosystem in the country.

The time has come to think towards Job providers.

Looking into the vision and mission of the institute "developing human potential to its fullest extent so that intellectually capable and imaginative gifted leaders can emerge in a range of professions" leads to incubation Centre at JECRC College to give the Entrepreneurs and Innovators an address. The Incubation Centre will facilitate all the young minds and nurture them to work on their own startups.

Arpit Agrawal



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STARTUP POLICY

Industrial Project/R&D Project/Start-up Project

COURSE SUMMARY Students would be developing a project which can be in collaboration with some industry, a research project or may be a start-up project. The objective is to enable the students understand the real-world market scenario, need of the society today and develop a project with an outcome to solve some real-world problem.

COURSE-SPECIFIC LEARNING OUTCOMES (CO)

CO1: Identification, formulation and analysis of the existing problem in the (non-automated) workflow for performing a specific task. Design and implementation of the automated solutions for the assigned/identified real world problems.

CO2: Technical report writing. Practice and further development of skills in time management and reporting within an industrial or research laboratory setting.

CO3: Contribute to an ethical and professional work culture and to learn to work in diverse teams.: Integration and application of knowledge and skills acquired in earlier course work.





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STARTUP POLICY

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- A largest single piece of work student will do during their degree course.
- A part of the curriculum that allows students to specialize in a topic he/she is good at or enjoy.
- It allows students to show off a wide range of the skills and knowledge learned during their course.
- It encourages integration of subjects learned in different branches.
- It gives an opportunity to learn higher level of project related skills as major learning outcomes.
- Industry-institute interaction will deal in all departments through placement cell.
- Student may opt for startups as elective subject in final year (seventh semester).
- Project must be related to the phases of entrepreneurial/startup development life cycle during six semesters.
- Projects having some research insights will be appreciated.
- No Self-Certification or online training courses will be considered as a substitute of project. However, these will be a good value addition to the real industry projects and may add value the assessment through Swayam Prabha portal / Internshala.
- After successful evaluation, after six semesters students will be provided mentoring through industry relation and also a certificate may be provided, will help students in many ways.
- 30 hrs/semester may be taken as 15 credits/semester.





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VISION AND MISSION OF INSTITUTE

VISION of the Institute: To become a renowned centre of outcome based learning, and work towards academic, professional, cultural and social enrichment of the lives of individuals and communities.

MISSION of the institute:

M1. Focus on evaluation of learning outcomes and motivate students to inculcate research aptitude by project based learning.

M2. Identify, based on informed perception of Indian, regional and global needs, areas of focus and provide platform to gain knowledge and solutions.

M3. Offer opportunities for interaction between academia and industry.

M4. Develop human potential to its fullest extent so that intellectually capable and imaginatively gifted leaders can emerge in a range of professions.

1. INTRODUCTION

Education is the foundation upon which a progressive nation stands and its citizens, made responsible by that education, are the building blocks of that foundation.

JECRC Foundation, since its inception over a decade ago, has taken over the mission of nurturing students with the establishment of engineering college in Jaipur.

JECRC Foundation is ascribed as one of the leading educational groups in North India strengthening the engineering culture with establishment of upcoming ranked engineering college in India and currently more than 4000 students enrolled across various disciplines.

Today, JECRC has earned respect as one of the most preferred engineering colleges in Rajasthan as clearly represented by the REAP admission trends, year after year and Rajasthan Technical University Quality Ranking Index.

JECRC is driven by the spirit of innovation-led research. This is spelt out in infrastructure as well as practices. The multifaceted research encompasses subject-specific exploration as well as the contexts of the business environment in which our students will operate and perform.

JECRC is known for a strong research culture and close industry linkages.

| Jaipur Engineering College and Research Centre



Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302 022 t: 0141 2770120, 2770232 f: 0141 2770803 e: info@jecrcmail.com



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STARTUP POLICY

JECRC aims at creating valuable resources for industry and society through its interventions in creation of research and innovative culture, academic and professional enhancement and cultural enrichment.

2. POLICY

This "Startup Policy" will get in effect from 01 July 2019 and will be endorsable till 31 Dec. 2024, i.e. for a period of 5 years.

3. OBJECTIVE OF THE INCUBATION CENTER AND THE POLICY

The core objective will be to support and enable innovative ideas to turn into successful startups.

- Develop an incubation center with world class infrastructure and physical facilities
- Incubate 50 innovative and technology backed startups
- Facilitation and creation of an internal seed fund of up to 50 Lakhs to support companies
- Facilitation of angel funding & matching funding through external investors, CSR programs, grants.
- Development of mentor and expert network which can support the incubated startups
- Development of "support center" which can provide service like company registration, IP patent, legal etc at subsidized rates to incubate companies.

4. SCHEMES

1. ENCOURAGING STUDENT ENTREPRENEURSHIP

1.1. Courses and Training

- Training on entrepreneurship to be introduced to develop skills and interest in students as contend beyond.
- Syllabus of the training will be updated as per current market trends to keep the students aware.
- Faculty training shall be done on the annual basis through faculty development programs.



JECRC Campus, Shri Ram Ki Nangal,

Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302 022





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STARTUP POLICY

1.2 Additional Benefits for incubated student startups (for mature and operational startups)

- Students will get an office for the initial six months after the completion of degree in the incubation centre.
- Facility to defer placement in final year for a period of upto 1 years will also be given to selected student. They can later on opt for placements, in which case, T&P Dept will escalate their placements.
- Incubated startups may be allowed to convert their project into final year project toward competition of their degrees.

1.3 Awareness building and sensitization (for general students and idea / pre idea stage)

- Various programs/events like speaker series, startups meetups, hackathons, startup fests etc where student can engage and learn more about entrepreneurship will be conducted.
- Incubator shall conduct half yearly/annual B-plan competitions and pitching competitions
- Startups will be provided access / entry to major startups events, programs, conferences.

2. STARTUP SUPPORT

2.1. Financial assistance for Startup

- Seed Funding/Matching Funding will be provided to the startup as sustenance allowance whose project is incubated.
- Assistance to promising startups for securing Angel Funding / Grants / CSR funds / Loans at cheaper rates through external sources will be provided.
- Incubator will provide support to the startups by providing mentoring services, access to their labs, facilities, etc.
- Introduction of special scholarships, grants, funding support and facilitation of loans at cheaper rates for women majority teams (3)/ people from economically weak background (with a breakthrough idea/innovation)
- Discounted rates for registering a company, filing a trademark, patent filing etc for incubated startups





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2.2. INDUSTRY CONNECTIONS

- Startups that are nurtured through incubator will be connected with national and international markets, ecosystem players, multinational companies etc for commercialization, funding, licensing of their technology, technology transfer, business collaboration or potential buyout.
- Incubated startups will be offered free cloud hosting, other SAAS based service etc provided by partner originations.

3. INFRASTRUCTURE SUPPORT

- Well equipped co-working spaces / incubation space to be built in the campus to support entrepreneurs.
- Testing labs, internet labs, mobile testing, rapid prototyping, 3D printing labs etc shall be setup for software, product, hardware testing and various other project purposes.
- Setting up on "support center" using external experts and consultant so that any kind of legal, HR, compliance and related service can be provided to the incubated companies.





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Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 03/02/2020, Monday by and between

ED Applya unregistered business, represented by Keshav Jangid (SR0483) having its registered office at 1st Floor, Sneha Complex, NTC Gate, Rawatbhata, Chittorgarh (hereinafter referred to as "STARTUP") being the party of the of the First Part, AND

Jaipur Engineering College and Research Centre (JECRC) having its registered office Shri Ram ki Nangal, via Sitapura RIICO, Tonk Road, Sukhpuria, Bambala, Jaipur, Rajasthan 302022 (hereinafter referred to as "JECRC University"), represented by JECRC Incubation Center (hereinafter referred to as "JIC") being the party of the Second Part;

Whereas, the STARTUP is running a business of providing AI Education to school and college students and also to professionals. The startup aims to provide the same via organizing training sessions, workshops – both offline and online and also via their own platform. The startup will also be creating certain tools, hardware devices etc. that will enable them to deliver these services with a high level of quality in an affordable manner (hereinafter referred to as "INNOVATION")

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And Whereas, JECRC and JIC collectively have the necessary expertise to offer advisory services to STARTUP to help them to commercialize their business.

JECRC and JIC can provide various forms ways to assist the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc. to support the START in building a commercially viable business on the basis of INNOVATION.

For the purpose of this MOU the term **JECRC** and **JIC** can be used together or interchangeably which would mean one and the same thing. While **JECRC** remains the legal entity, all the services mentioned will be provided by **JIC** and Incubation Team.

Now this MoU witnessed as follows:

- 1. JIC, shall provide the following services to the STARTUP:
 - a. Access to JECRC Startup Accelerator / Acceleration Program leading to incubation & mentoring
 - Assistance in developing a business plan / business model around the idea / product / service.
 - Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
 - Assistance in operations, sales and marketing strategy through its mentors and network of experts.
 - b. Networking Assistance and Brand Building
 - Assistance in gaining brand visibility through participation in various startup and business programs both Nationally and Internationally on a case to case basis
 - STARTUP can mention the term "Incubatee of JIC @ JECRC" on all forms of communications. However, any representation by STARTUP cannot bind JECRC to a contractual obligation. Also, any use of JECRC names as well as logo should first be approved in writing from the respective authority at JECRC.

c. Fundraising Support

- Assistance in creating a Pitch Deck and related documents for funding raising through internal
 college fund and via external angel investors / VCs on a case to case basis. JIC will also conduct
 internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
- Assisting the STARTUP in preparing for pitching at various fund-raising programs and also informing them about such upcoming opportunities.
- d. Physical Incubation / Coworking Space

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- Physical space up to four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e.,
 allocation of seats in co working space, will be governed by the performance and potential of the STARTUP.
- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation. STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do so will lead to cancellation of the incubation term and withdrawal of all the services by JIC
- Both the parties agree that all rights, title, interest and goodwill attached to the INNOVATION developed by the Incubatee Company during the period of incubation shall vest with the STARTUP.
- 4. Against all the services and support offered by JECRC, STARTUP shall give 3% equity to the JECRC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 3% equity to the JECRC if the INNOVATION remains the same.
- 5. In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 3% equity to the JECRC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under JIC is liable to give the 3% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by JIC and as per clause no. 14.
- 6. In addition, STARTUP shall also pay to JIC, a fundraising success fee of 2% of the funds raised through the active support of JIC. Such payments shall be made to JIC no later than 30 days from the day of receipt of the committed funds in the bank account of the STARTUP. This will however not include internal fundraising (i.e. the initial seed capital given by the JIC) to the STARTUP and also the fund raising that STARTUP does through its own resources and channels. However, it is mandatory for STARTUP to keep JIC in loop while approaching an investor through its own resources.
- 7. JIC deals and approaches various investors/HNIs/govt/semi-govt/private bodies for fund raising activities. During the contract period or within 1 year from termination of contract if STARTUP raise the funds without consent and permission of JIC through same investor/ or channel of investor which JIC has approached then also STARTUP is liable to pay the "success fee" as per the clause no. 6.

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- 8. STARTUP shall have to pay the consideration, as mentioned in Clause 4,5,6 and 7 above, even if the MoU is terminated under any condition and the STARTUP shall be bound to fulfill the consideration as per this MoU.
- 9. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC and JECRC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.
- 10. This MoU will be in force from the date of signing to a period of 6 months. At the end of the period, JIC will conduct a final evaluation of the STARTUP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of JIC and will be final and binding.
- 11. Both the parties agree that either party can terminate the agreement by giving two months notice in writing during the period of the MoU.
- 12. Any amendment to this MOU shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
- 13. STARTUP hereby agrees to indemnify JIC including JECRC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and JECRC and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC and JECRC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
- 14. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

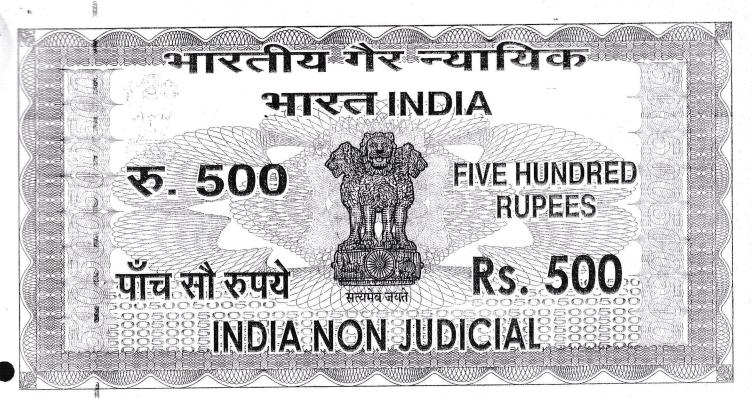
Signed and delivered by

KESHAV JANGID

KESHAV JANGID FOUNDER & CEO For JIC @ JECRC

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Japur Engineering College & Research Centre



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Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 03/02/2020, Monday by and between

Rightwaysa unregistered business, represented by Rajat Gulati (SR0483) having its registered office at C-703, Nimai Greens, Opposite Power Grid, Bhiwadi, Rajasthan(hereinaster referred to as "STARTUP") being the party of the of the First Part, AND

Jaipur Engineering College And Research Centre (JECRC)having its registered office Shri Ram ki Nangal, via Sitapura RIICO, Tonk Road, Sukhpuria, Bambala, Jaipur, Rajasthan 302022 (hereinafter referred to as "JECRC"), represented by JECRC Incubation Center (hereinafter referred to as "JIC") being the party of the Second Part;

Whereas, the STARTUPis running a business of providing awareness, guidance and support services to the individuals/professionals in both education (conventional) and co-curricular (non-conventional) categories. The startup aims to provide the same via a web/mobile platform where the professional support from various experts will be given to the individuals via lessons, live shows, case studies, tutorials, chats, counselling etc. so as to help individuals become successful in their chosen career path(hereinafter referred to as "INNOVATION")

And Whereas, JECRC and JIC collectively have the necessary expertise to offer advisory services to STARTUP to help them to commercialize their business.

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JECRC and JIC can provide various forms ways to assist the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc. to support the START in building a commercially viable business on the basis of INNOVATION.

For the purpose of this MOU the term **JECRC** and **JIC** can be used together or interchangeably which would mean one and the same thing. While **JECRC** remains the legal entity, all the services mentioned will be provided by **JIC** and Incubation Team.

Now this MoU witnessed as follows:

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 - Assistance in developing a business plan / business model around the idea / product / service.
 - Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
 - Assistance in operations, sales and marketing strategy through its mentors and network of experts.
 - b. Networking Assistance and Brand Building
 - Assistance in gaining brand visibility through participation in various startup and business programs both Nationally and Internationally on a case to case basis
 - STARTUP can mention the term "Incubatee of JIC @ JECRC" on all forms of communications. However, any representation by STARTUP cannot bind JECRC to a contractual obligation. Also, any use of JECRC names as well as logo should first be approved in writing from the respective authority at JECRC.

c. Fundraising Support

- Assistance in creating a Pitch Deck and related documents for funding raising through internal
 college fund and via external angel investors / VCs on a case to case basis. JIC will also conduct
 internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
- Assisting the STARTUP in preparing for pitching at various fund-raising programs and also informing them about such upcoming opportunities.

d. Physical Incubation / Coworking Space

 Physical space up to four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.

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- Physical space up to four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e.,
 allocation of seats in co working space, will be governed by the performance and potential of the STARTUP.
- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation. STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do so will lead to cancellation of the incubation term and withdrawal of all the services by JIC
- 3. Both the **parties** agree that all rights, title, interest and goodwill attached to the **INNOVATION** developed by the Incubatee Company during the period of incubation shall vest with the **STARTUP**.
- 4. Against all the services and support offered by JECRC, STARTUP shall give 3% equity to the JECRC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 3% equity to the JECRC if the INNOVATION remains the same.
- 5. In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 3% equity to the JECRC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under JIC is liable to give the 3% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by JIC and as per clause no. 14.
- 6. In addition, STARTUP shall also pay to JIC, a fundraising success fee of 2% of the funds raised through the active support of JIC. Such payments shall be made to JIC no later than 30 days from the day of receipt of the committed funds in the bank account of the STARTUP. This will however not include internal fundraising (i.e. the initial seed capital given by the JIC) to the STARTUP and also the fund raising that STARTUP does through its own resources and channels. However, it is mandatory for STARTUP to keep JIC in loop while approaching an investor through its own resources.
- 7. JIC deals and approaches various investors/HNIs/govt/semi-govt/private bodies for fund raising activities. During the contract period or within 1 year from termination of contract if STARTUP raise the funds without consent and permission of JIC through same investor/ or channel of investor which JIC has approached then also STARTUP is liable to pay the "success fee" as per the clause no. 6.

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- 8. STARTUP shall have to pay the consideration, as mentioned in Clause 4,5,6 and 7 above, even if the MoU is terminated under any condition and the STARTUP shall be bound to fulfill the consideration as per this MoU.
- 9. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC and JECRC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.
- 10. This **MoU** will be in force from the date of signing to a period of 6 months. At the end of the period, **JIC** will conduct a final evaluation of the **STARTUP** and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of **JIC** and will be final and binding.
- 11. Both the parties agree that either party can terminate the agreement by giving two months notice in writing during the period of the **MoU**.
- 12. Any amendment to this **MOU** shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
- 13. STARTUP hereby agrees to indemnify JIC including JECRC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and JECRC and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC and JECRC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
- 14. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

RAJAT GULATI FOUNDER For JIC @ JECRC

REGISTRAR, JECRC

REGISTRAR

Jaipur Engineering College & Research Centre



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This Memorandum of Understanding (MoU) is made on this 27/01/2020, Monday by and between

4Fox Pvt. Ltd. a private limited company represented by Sahil Khan and his MSME registration Acknowledgement number is MSME/2019/1789 having its registered office at "RTBI JECRC Shri Ram ki Nangal, Via Sitapura RIICO Tonk Road, Sukhpuria, Bambala, Jaipur, Raj." (hereinafter referred to as "STARTUP") being the party of the First Part, AND

Jaipur Engineering College & Research Centre having its registered office at "JECRC Shri Ram ki Nangal, via Sitapura RIICO, Opp. EPIP Gate, Tonk Road Sitapura, Jaipur-302022" (hereinafter referred to as "JECRC"), represented by Rural Technology Business Incubator (hereinafter referred to as "RTBI") being the party of the Second Part;

Whereas, the STARTUP is working on developing and launching of "Complete Digital Solution" (hereinafter referred to as "INNOVATION")

And Whereas, JECRC and RTBI collectively have the necessary expertise to offer advisory services to STARTUP to help them to commercialize their business.

JECRC and RTBI can provide various forms ways to assist the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc to support the **STARTUP** in building a commercially viable business on the basis of **INNOVATION**.

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For the purpose of this MoU the term JECRC and RTBI can be used together or interchangeably which would mean one and the same thing. While JECRC remains the legal entity, all the services mentioned will be provided by RTBI.

Now this MoU witnessed as follows:

- RTBI, shall provide the following services to the STARTUP:
 - a. Access to JECRC Startup Accelerator / Acceleration Program leading to incubation & mentoring
 - Assistance in developing a business plan / business model around the idea / product / service.
 - Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
 - Assistance in operations, sales and marketing strategy through its mentors and network of experts.

b. Networking Assistance and Brand Building

- Assistance in gaining brand visibility through participation in various startup and business programs
 both Nationally and Internationally on a case to case basis
 - STARTUP can mention the term "Incubatee of RTBI @ JECRC" on all forms of communications. However, any representation by STARTUP cannot bind JECRC to a contractual obligation. Also, any use of JECRC names as well as logo should first be approved in writing from the respective authority at JECRC.

c. Fundraising Support

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 college fund and via external angel investors / VCs on a case to case basis. RTBI will also conduct
 internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
- Assisting the STARTUP in preparing for pitching at various fund-raising programs and also informing them about such upcoming opportunities.

d. Physical Incubation / Co-working Space

- Physical space upto Three seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this
 MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e.,

ill be governed by the performance and potential of the

- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation. STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do so will lead to cancellation of the incubation term and withdrawal of all the services by RTBI
- 3. Both the parties agree that all rights, title, interest and goodwill attached to the INNOVATION developed by the Incubatee Company during the period of incubation shall vest with the STARTUP.
- 4. Against all the services and support offered by JECRC, STARTUP shall give 5% equity to the JECRC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 5% equity to the JECRC if the INNOVATION remains the same.
- 5. In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 5% equity to the JECRC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under RTBI is liable to give the 5% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by RTBI and as per clause no. 14.
- STARTUP shall have to pay the consideration, as mentioned in Clause 4 and 5 above, even if the MoU is terminated under any condition and the STARTUP shall be bound to fulfill the consideration as per this MoU.
- 7. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of RTBI and JECRC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of RTBI.
- 8. This **MoU** will be in force from the date of signing to a period of 6 months. At the end of the period, **RTBI** will conduct a final evaluation of the **START** UP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of **RTBI** and will be final and binding.
- 9. Both the parties agree that either party can terminate the agreement by giving two months notice in writing during the period of the MoU.
- 10. Any amendment to this **MOU** shall be made with the mutual consent of both parties and shall not be treated

expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on **STARTUP**'s part.

12. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE 27th DAY OF JANUARY MONTH AND THE 2020 YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

For 4Fox Pvt. Ltd.

(Sahil Khan)

(Director 4FOX)

For RTBI @ JECRC

(Ms. Neha Bharti)

(Manager RTBI)



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Marin Control			
Date:			
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Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 11/11/2020, Wednesday by and between

Washry Cleaning an unregistered business, represented by Aryan Kaushik (College Registration: SR0234) having its registered office at A-118 Mahesh Nagar, 80 Feet Road, Tonk Phatak, Jaipur, Rajasthan 302015 (hereinafter referred to as "STARTUP") being the party of the of the First Part, AND

Jaipur Engineering College and Research Centre (JECRC) having its registered office at Shri Ram ki Nangal, via Sitapura RIICO, Tonk Road, Sukhpuria, Bambala, Jaipur, Rajasthan 302022 (hereinafter referred to as "JECRC"), represented by JECRC Incubation Center (hereinafter referred to as "JIC") being the party of the Second Part;

Whereas, the STARTUP is running a business of Online Cleaning Services (hereinafter referred to as "INNOVATION").

And Whereas, JECRC and JIC collectively have the necessary expertise to offer advisory services to STARTUP to help them to commercialize their business.

JECRC and JIC can provide various forms ways to assist the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc. to support the STARTUP in building a commercially viable business on the basis of INNOVATION.

For the purpose of this MoU the term **JECRC** and **JIC** can be used together or interchangeably which would mean one and the same thing. While **JECRC** remains the legal entity, all the services mentioned will be provided by **JIC** and Incubation Team.

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Now this MoU witnessed as follows:

- 1. JIC, shall provide the following services to the STARTUP:
 - a. Access to JECRC Startup Accelerator / Acceleration Program leading to incubation & mentoring
 - Assistance in developing a business plan / business model around the idea / product / service.
 - Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
 - Assistance in operations, sales and marketing strategy through its mentors and network of experts.
 - b. Networking Assistance and Brand Building
 - Assistance in gaining brand visibility through participation in various startup and business programs both Nationally and Internationally on a case to case basis
 - STARTUP can mention the term "Incubatee of JIC @ JECRC" on all forms of communications.
 However, any representation by STARTUP cannot bind JECRC to a contractual obligation. Also,
 any use of JECRC names as well as logo should first be approved in writing from the respective
 authority at JECRC.

c. Fundraising Support

- Assistance in creating a Pitch Deck and related documents for funding raising through internal
 college fund and via external angel investors / VCs on a case to case basis. JIC will also conduct
 internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
- Assisting the STARTUP in preparing for pitching at various fund-raising programs and also informing them about such upcoming opportunities.

d. Physical Incubation / Coworking Space

- Physical space up to Four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e., allocation of seats in co-working space, will be governed by the performance and potential of the STARTUP.

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- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation. STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do so will lead to cancellation of the incubation term and withdrawal of all the services by JIC
- 3. Both the parties agree that all rights, title, interest and goodwill attached to the INNOVATION developed by the Incubatee Company during the period of incubation shall vest with the STARTUP.
- 4. Against all the services and support offered by JECRC, STARTUP shall give 3% equity to the JECRC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 3% equity to the JECRC if the INNOVATION remains the same.
- 5. In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 3% equity to the JECRC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under JIC is liable to give the 3% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by JIC and as per clause no. 14.
- 6. In addition, STARTUP shall also pay to JIC, a fundraising success fee of 2% of the funds raised through the active support of JIC. Such payments shall be made to JIC no later than 30 days from the day of receipt of the committed funds in the bank account of the STARTUP. This will however not include internal fundraising (i.e. the initial seed capital given by the JIC) to the STARTUP and also the fund raising that STARTUP does through its own resources and channels. However, it is mandatory for STARTUP to keep JIC in loop while approaching an investor through its own resources.
- 7. **JIC** deals and approaches various investors/HNIs/govt/semi-govt/private bodies for fund raising activities. During the contract period or within 1 year from termination of contract if **STARTUP** raise the funds without consent and permission of **JIC** through same investor/ or channel of investor which **JIC** has approached then also **STARTUP** is liable to pay the "success fee" as per the clause no. 6.
- 8. STARTUP shall have to pay the consideration, as mentioned in Clause 4,5,6 and 7 above, even if the MoU is terminated under any condition and the STARTUP shall be bound to fulfill the consideration as per this MoU.

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- 9. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC and JECRC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.
- 10. This MoU will be in force from the date of signing to a period of 6 months. At the end of the period, JIC will conduct a final evaluation of the START UP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of JIC and will be final and binding.
- 11. Both the parties agree that either party can terminate the agreement by giving two months' notice in writing during the period of the MoU.
- 12. Any amendment to this **MOU** shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
- 13. STARTUP hereby agrees to indemnify JIC including JECRC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and JECRC/JU and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC and JECRC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
- 14. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

For Washry

ARYAN KAUSHIK

FOUNDER & CEO

For JIC @ JECRC

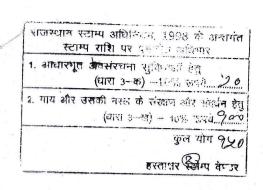
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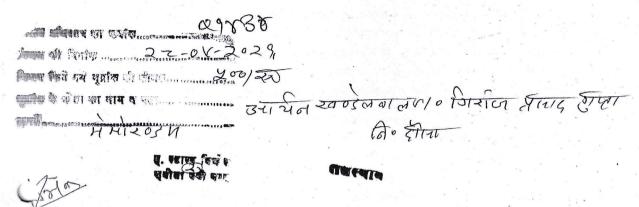
Jaipur Engineering College & Research Centre Tonk Road, Jaipur-302022 (Rajasthan)

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Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 28/09/2021, DAY by and between

JECRC Incubation Centre, registered as a section8 company, having its office at IS-2036 to IS-2039, Ramchandrapura, Vidhani, Jaipur-303905 (hereinafter referred to as "JIC") being the First Party, AND OUTFOR (Nonregistered Company), Founded by Aryan Khandelwal (College Registration No: SS0242))having its registered office Permanent J-206, Agarsen Colony, New Mandi Road, Dausa (hereinafter referred to as "STARTUP") being the Second Party

Whereas, the STARTUP is running a business of recommending café as per the customer's necessity. It also provides reasonable commission, affordable marketing as well as other customized services for its cafes (hereinafter referred to as "INNOVATION")

And Whereas, JIC has the necessary expertise to offer advisory services to STARTUP to help them to convert their idea/prototype in a scalable viable business.

JIC can provide assistance to the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and cutside the institution, business development support, helping in marketing strategy, fund-raising support etc to support the START in building a commercially viable business on the basis of INNOVATION.

Now this MoU witnessed as follows:

- 1. JIC, shall provide the following services to the STARTUP:
 - a. Access to JECRC Startup Accelerator / Acceleration Program leading to incubation & mentoring
 - Assistance in developing a business plan / business model around the idea / product / service.

Yes

- Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
- Assistance in operations, sales and marketing strategy through its mentors and network of experts.

b. Networking Assistance and Brand Building

- Assistance in gaining brand visibility through participation in various startup and business programs both Nationally and Internationally on a case to case basis
- STARTUP can mention the term "Incubatee of JIC @ JIC" on all forms of
 communications. However, any representation by STARTUP cannot bind JIC to a
 contractual obligation. Also, any use of JIC names as well as logo should first be
 approved in writing from the respective authority at JIC.

c. Fundraising Support

- Assistance in creating a Pitch Deck and related documents for fund raising through internal college fund and via external angel investors / VCs on a case to case basis. JIC will also conduct internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
- Assisting the STARTUP in preparing for pitching at various fund-raising programs and also informing them about such upcoming opportunities.

d. Physical Incubation / Coworking Space

- Physical space up to Four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e., allocation of seats in co working space, will be governed by the performance and potential of the STARTUP.
- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation. STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do \$5 will lead to cancellation of the incubation term and withdrawal of all the services by JIC
- STARTUP will submit the utilization certificate of SEED Funding to JIC from time to time or as and when asked for.
- Both the parties agree that all rights, title, interest and goodwill attached to the INNOVATION
 developed by the Incubatee Company during the period of incubation shall vest with the
 STARTUP.
- 5. Against all the services and support offered by JIC, STARTUP shall give 3% equity to the JIC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 3% equity to the JIC if the INNOVATION remains the same.

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- 6. In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 3% equity to the JIC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under JIC is liable to give the 3% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by JIC and as per clause no. 15.
- 7. In addition, STARTUP shall also pay to JIC, a fundraising success fee of 2% of the funds raised through the active support of JIC. Such payments shall be made to JIC no later than 30 days from the day of receipt of the committed funds in the bank account of the STARTUP. This will however not include internal fundraising (i.e. the initial seed capital given by the JIC) to the STARTUP and also the fund raising that STARTUP does through its own resources and channels. However, it is mandatory for STARTUP to keep JIC in loop while approaching an investor through its own resources.
- 8. JIC deals and approaches various investors/HNIs/govt/semi-govt/private bodies for fund raising activities. During the contract period or within 1 year from termination of contract if STARTUP raise the funds without consent and permission of JIC through same investor/ or channel of investor which JIC has approached then also STARTUP is liable to pay the "success fee" as per the clause no. 7.
- STARTUP shall have to pay the consideration, as mentioned in Clause 5,6,7 and 8 above, even if
 the MoU is terminated under any condition and the STARTUP shall be bound to fulfill the
 consideration as per this MoU.
- 10. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.
- 11. This MoU will be in force from the date of signing to a period of 1 year. At the end of the period, JIC will conduct a final evaluation of the STARTUP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of JIC and will be final and binding.
- 12. Both the parties agree that either party can terminate the agreement by giving two months' notice in writing during the period of the MoU.
- 13. Any amendment to this MOU shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
- 14. STARTUP hereby agrees to indemnify JIC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
 - 15. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

For JIC

Aryan Khandelwal

Founder

Outfor

(Name of the signing authority)

Registrar Jaipur Engineering College & Research Centre Tonk Road, Jaipur-302022 (Rajasthan)



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	JAIPUR ENGINEERING COLLEGE AND RESEARCH CENTRE
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Date:		
Date.		 -

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 05/06/2020, Friday by and between

Wedvyah an unregistered business, represented by Deepak Chhipa (College Registration: SR0477) having its registered office at 1, Priyanka colony, Dhani Kumawatan, Diggi road, Sanganer, Jaipur, Rajasthan, 302029 (hereinafter referred to as "STARTUP") being the party of the of the First Part, AND

Jaipur Engineering College and Research Centre (JECRC) having its registered office Shri Ram ki Nangal, via Sitapura RIICO, Tonk Road, Sukhpuria, Bambala, Jaipur, Rajasthan 302022 (hereinafter referred to as "JECRC"), represented by JECRC Incubation Center (hereinafter referred to as "JIC") being the party of the Second Part;

Whereas, the STARTUP is running a business of providing an online wedding portal where all the guests for the wedding can share their pictures. Key services include invitations, personalized portal, guest management, events listing. (hereinafter referred to as "INNOVATION")

And Whereas, JECRC and JIC collectively have the necessary expertise to offer advisory services to STARTUP to help them to commercialize their business.

JECRC and JIC can provide various forms ways to assist the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc. to support the STARTUP in building a commercially viable business on the basis of INNOVATION.

For the purpose of this MoU the term JECRC and JIC can be used together or interchangeably which would mean one and the same thing. While JECRC remains the legal entity, all the service; mentioned will be provided by JIC and Incubation Team.

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1 of 4

Ref:



Jaipur Engineering College and Research Centre Approved by AICTE & Affiliated to RTU JECRC Campus, Shri Ram Ki Nangal, Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302 022 t: 0141 2770120, 2770232 e: info@jecrcmail.com

Now this MoU witnessed as follows:

- 1. JIC, shall provide the following services to the STARTUP:
 - a. Access to JECRC Startup Accelerator / Acceleration Program leading to incubation & mentoring
 - Assistance in developing a business plan / business model around the idea / product / service.
 - Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
 - Assistance in operations, sales and marketing strategy through its mentors and network of experts.
 - b. Networking Assistance and Brand Building
 - Assistance in gaining brand visibility through participation in various startup and business programs both Nationally and Internationally on a case to case basis
 - STARTUP can mention the term "Incubatee of JIC @ JECRC" on all forms of communications. However, any representation by STARTUP cannot bind JECRC to a contractual obligation. Also, any use of JECRC names as well as logo should first be approved in writing from the respective authority at JECRC.

c. Fundraising Support

- Assistance in creating a Pitch Deck and related documents for funding raising through internal
 college fund and via external angel investors / VCs on a case to case basis. JIC will also conduct
 internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
- Assisting the STARTUP in preparing for pitching at various fund-raising programs and also informing them about such upcoming opportunities.

d. Physical Incubation / Coworking Space

- Physical space up to Four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this
 MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e., allocation of seats in co working space, will be governed by the performance and potential of the STARTUP.

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- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation. STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do so will lead to cancellation of the incubation term and withdrawal of all the services by JIC
- 3. Both the **parties** agree that all rights, title, interest and goodwill attached to the **INNOVATION** developed by the Incubatee Company during the period of incubation shall vest with the **STARTUP**.
- 4. Against all the services and support offered by JECRC, STARTUP shall give 3% equity to the JECRC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 3% equity to the JECRC if the INNOVATION remains the same.
- 5. In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 3% equity to the JECRC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under JIC is liable to give the 3% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by JIC and as per clause no. 14.
- 6. In addition, STARTUP shall also pay to JIC, a fundraising success fee of 2% of the funds raised through the active support of JIC. Such payments shall be made to JIC no later than 30 days from the day of receipt of the committed funds in the bank account of the STARTUP. This will however not include internal fundraising (i.e. the initial seed capital given by the JIC) to the STARTUP and also the fund raising that STARTUP does through its own resources and channels. However, it is mandatory for STARTUP to keep JIC in loop while approaching an investor through its own resources.
- 7. **JIC** deals and approaches various investors/HNIs/govt/semi-govt/private bodies for fund raising activities. During the contract period or within 1 year from termination of contract if **STARTUP** raise the funds without consent and permission of **JIC** through same investor/ or channel of investor which **JIC** has approached then also **STARTUP** is liable to pay the "success fee" as per the clause no. 6.
- 8. STARTUP shall have to pay the consideration, as mentioned in Clause 4,5,6 and 7 above, even if the MoU is terminated under any condition and the STARTUP shall be bound to fulfill the consideration as per this MoU.

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Jaipur Engineering College and Research Centre
Approved by AICTE & Affiliated to RTU
JECRC Campus, Shri Ram Ki Nangal,
Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302 022
t: 0141 2770120, 2770232 e: info@jeccmail.com

- 9. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC and JECRC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.
- 10. This **MoU** will be in force from the date of signing to a period of 6 months. At the end of the period, **JIC** will conduct a final evaluation of the **START** UP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of **JIC** and will be final and binding.
- 11. Both the parties agree that either party can terminate the agreement by giving two months' notice in writing during the period of the **MoU**.
- 12. Any amendment to this **MOU** shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
- 13. STARTUP hereby agrees to indemnify JIC including JECRC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and JECRC/JU and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC and JECRC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
- 14. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

For WEDVYAH

Deel J- Mila

DEEPAK CHHIPA FOUNDER & CEO For JIC @ JECRC

REGISTRAR

Registrar

JECRC

Jaipur Engineering College & Research Centre Tonk Road,

Jaipur-302022 (Rajasthan)

4 of 4





Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this (24/09/2021), DAY by and between

JECRC Incubation Centre, registered as a section-8 company, having its office at IS-2036 to IS-2039, Ramchandrapura, Vidhani, Jaipur-303905 (hereinafter referred to as "JIC") being the First Party, AND

devStalk - Nonregistered Company, Founded by Tushar Hada (College Registration No: SR0442) having its registered office at 52-A, Prem Nagar-1, Gujar Ki Thadi, Jaipur-302019 (Rajasthan) (hereinafter referred to as "STARTUP") being the Second Party

Whereas, the STARTUP is running a business of providing developers a Platform to Showcase, Network and Get Opportunities (hereinafter referred to as "INNOVATION")

And Whereas, JIC has the necessary expertise to offer advisory services to STARTUP to help them to convert their idea/prototype in a scalable viable business.

JIC can provide assistance to the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc to support the START in building a commercially viable business on the basis of INNOVATION.

ATTESTED

Notary Public Jaipur

2 4 SEP 2021,

dev Stalk founded by Tushan Mada 52A Prem Nageur J MOV Sciffer ड्राम्य खरीदने वाले के हरताहा

> थोना समतानी (गहर्सन्स नं. 37/2020) 115/145 अग्रवाल फार्म भानसरोवर, जयपुर

राजस्थान स्टाम्य अधिनियन, 1998 के अन्तर्गत स्टाम्य राशि पर प्रभारित आंधेनार अध्यापमूच अवस्थित सुर्वेद्वान स्वान सपवे ६०/-भा उर उनकी स्पृत्त हिलाओं के क्षेत्र भी काम ५-वन प्रवास के विभा है। यह होता क्षित आपकों के विभा है। यह होता कुछ और हस्ताओं देशाय है। रुपये 100/-स्तप्ये :50/-



Now this MoU witnessed as follows:

1. JIC, shall provide the following services to the STARTUP:

a. Access to JECRC Startup Accelerator / Acceleration Program leading to incubation & mentoring

- Assistance in developing a business plan / business model around the idea / product /
- Assistance in figuring out the target customer segment and help in getting the market validation by conducting a pilot project. Support in creating operational, sales, marketing and financial plan.
- Assistance in operations, sales and marketing strategy through its mentors and network of
 experts.

b. Networking Assistance and Brand Building

- Assistance in gaining brand visibility through participation in various startup and business programs both Nationally and Internationally on a case to case basis
- STARTUP can mention the term "Incubate of JIC @ JIC" on all forms of
 communications. However, any representation by STARTUP cannot bind JIC to a
 contractual obligation. Also, any use of JIC names as well as logo should first be
 approved in writing from the respective authority at JIC.

c. Fundraising Support

- Assistance in creating a Pitch Deck and related documents for fund raising through internal college fund and via external angel investors / VCs on a case to case basis. JIC will also conduct internal Demo Days for selected startups.
- Facilitating meetings with relevant and potential seed and angel investors and ensuring necessary follow ups in regards with these meetings.
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d. Physical Incubation / Coworking Space

- Physical space up to Four seats will be provided to the startups for initial 6 months from the date of signing of the MoU.
- This time period can be extended by 3 months to 12 months or more by adding an addendum to this MoU.
- The increase in the number of seats and/or extension of duration for physical incubation i.e., allocation of seats in co working space, will be governed by the performance and potential of the STARTUP.

The

ATTESTED

Notary Public
Jaipur

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- 2. STARTUP will also strictly adhere to the weekly and monthly milestones discussed and agreed upon as part of the incubation plan for incubation, STARTUP will furnish regular progress reports as well as any other feedback sought regarding the progress of work. In addition to this, STARTUP will have to appear for knowledge sessions, workshops, mentoring session and weekly/biweekly meeting with the incubation team or as and when called upon for important strategic discussions, failing to do so will lead to cancellation of the incubation term and withdrawal of all the services by JIC
- STARTUP will submit the utilization certificate of SEED Funding to JIC from time to time or as and when asked for.

Both the parties agree that all rights, title, interest and goodwill attached to the INNOVATION developed by the Incubatee Company during the period of incubation shall vest with the STARTUP.

Against all the services and support offered by JIC, STARTUP shall give 3% equity to the JIC from its legal registered entity (as and when its registered in future, if not registered currently) under which it is developing/commercializing the INNOVATION. If the entity is registered after the termination of MoU, then also the STARTUP is liable to give 3% equity to the JIC if the INNOVATION remains the same.

- In future, if the entity changes its name or legal structure but INNOVATION (including business model/financial model etc) remains the same then also STARTUP will liable to pay 3% equity to the JIC. In case of a split among the founders or shutting down of the entity, the founder working on the same INNOVATION which was registered under JIC is liable to give the 3% equity. If both the founders work on the same idea/INNOVATION in future after the split, then in that situation which founder shall be giving the equity, will be resolved on a case to case basis by an Internal Committee setup by JIC and as per clause no. 15.
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- 10. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.

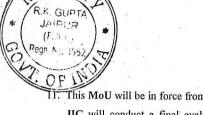
Notary Public Jaipur

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JAIPUR

Regn. No. 3582



- 11. This MoU will be in force from the date of signing to a period of 1 year. At the end of the period, JIC will conduct a final evaluation of the STARTUP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of JIC and will be final and binding.
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- 14. STARTUP hereby agrees to indemnify JIC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
- 15. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

For JIC

Tushar Hada

Founder, CEO

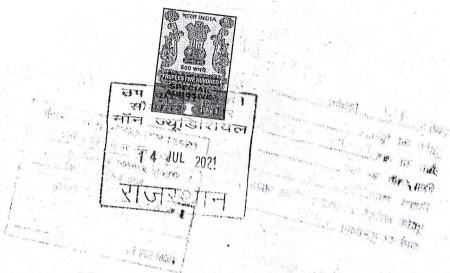
devStalk

Registrar (Name of the pipe ring Hollegs & Research Centre Tonk Road, Jaipur-302022 (Rajasthan)

ATTESTED

Jaipur

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Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 27/09/2021, DAY by and between

JECRC Incubation Centre, registered as a section8 company, having its office at IS-2036 to IS-2039, Ramchandrapura, Vidhani, Jaipur-303905 (hereinafter referred to as "JIC") being the First Party, AND

Doctunes Audiotech Private Limited(Registered Company), Founded by Dewang Bhardwaj(19EJCEC045) having its registered office Permanent 49/A, Brijraj Enclave, Road no 5, Sirsi Road, Jaipur (hereinaster referred to as "STARTUP") being the Second Party

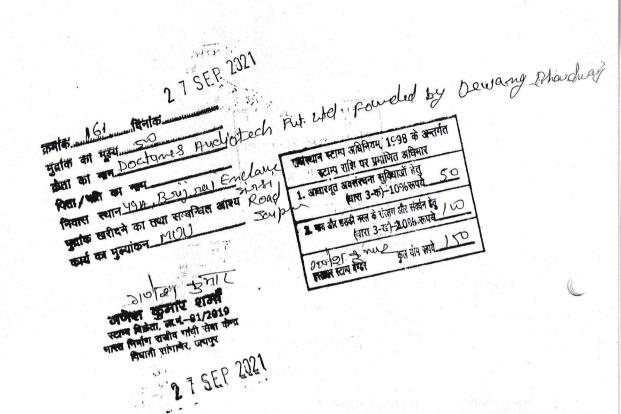
Whereas, the STARTUP is running a business of providing converting your documents to audiobook in your native language(hereinafter referred to as "INNOVATION")

And Whereas, JIC has the necessary expertise to offer advisory services to STARTUP to help them to convert their idea/prototype in a scalable viable business.

JIC can provide assistance to the startups like business planning, ideation, mentoring, product/MVP development, pilot-assistance within and outside the institution, business development support, helping in marketing strategy, fund-raising support etc to support the START in building a commercially viable business on the basis of INNOVATION.

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- 12. Both the parties agree that either party can terminate the agreement by giving two months' notice in writing during the period of the **MoU**.
- 13. Any amendment to this **MOU** shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
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Signed and delivered by

<< Founder Sign>>

Dewang Bhardwaj

Mulmo

Director

Doctunes Audiotech Private Limited

For JIC

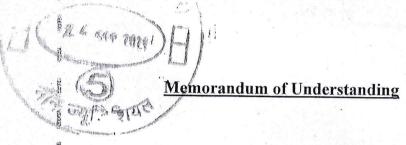
Prof. R.K. Manga (Name of the signing authority)

Registrar Jaipur Engineering College & Research Centre Tonk Road, Jaipur-302022 (Rajasthan)



राजस्थान RAJASTHAN

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This Memorandum of Understanding (MoU) is made on 29/09/2021, by and between

JECRC Incubation Centre, registered as a section 8 company, having its office at IS-2036 to IS-2039, Ramehandrapura, Vidhani, Jaipur-303905 (hereinafter referred to as "JIC") being the First Party, AND

String Tales(Nonregistered Company), Founded by KARTIK CHANDNA (College Registration: 19EJCCS085), having its registered office at E-806, Ashadeep Green Avenue Apartment, Jagatpura, Jaipur, 3020 H(hereinafter referred to as "STARTUP") being the Second Party

Whereas, the STARTUP is running a business of providing art based creative collaborative services (hereinafter referred to as "INNOVATION")

And Whereas, JIC has the necessary expertise to offer advisory services to STARTUP to help them to convert their idea/prototype in a scalable viable business.

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Signed and delivered by

For String Tales

Kartik Chandna

Founder

String Tales

For JIC

(Name of the signing authority)

Registrar
Jaipur Engineering College &
Research Centre Tonk Road,
Jaipur-302022 (Rajasthan)



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LocalEyes (Nonregistered Company), Founded by UJJWAL MITTAL (JECRC Enrolment No. 19EJCITM40P101) having its registered office at 2/593, Jawahar Nagar, Jaipur (hereinafter referred to as "STARTUP") being the Second Party

Whereas, the STARTUP is running a business of providing a platform to the people to ask, answer and share about their locality (hereinafter referred to as "INNOVATION")

And Whereas, JIC has the necessary expertise to offer advisory services to STARTUP to help them to convert their idea/prototype in a scalable viable business.

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- 7. In addition, STARTUP shall also pay to JIC, a fundraising success fee of 2% of the funds raised through the active support of JIC. Such payments shall be made to JIC no later than 30 days from the day of receipt of the committed funds in the bank account of the STARTUP. This will however not include

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raising that STARTUP to keep JC to look and a so one fund and a so the fund startup to keep JC to look and a so one fund so on

- 8. JIC deals and approaches various rivestors/NNI Povi/semi-govt/private bodies for fund raising activities. During the portract is the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the funds without content and passed in 1 /e from termination of contract if STARTUP raise the
- STARTUP shall have to pay the consideration and the STARTUP shall be bound to fulfill the consideration
 as per this MoU.
- 10. STARTUP and all its members and employees shall be required to follow all policies and procedures related to use of JIC properties and its resources, framed from time to time. For exception cases, STARTUP needs to take prior approval from the concerned authority of JIC.
- 11. This MoU will be in force from the date of signing to a period of 1 year. At the end of the period, JIC will conduct a final evaluation of the STARTUP and may extend the incubation period (including the access to co working space, as mentioned in Clause 1 "d") if required to complete the necessary incubation process and support. This extension will be on the sole discretion of JIC and will be final and binding.
- 12. Both the parties agree that either party can terminate the agreement by giving two months' notice in writing during the period of the **MoU**.
- 13. Any amendment to this **MOU** shall be made with the mutual consent of both parties and shall not be treated as valid unless it is made by both parties in writing.
- 14. STARTUP hereby agrees to indemnify JIC against any liability / obligations arising from any action of the STARTUP. STARTUP also agrees to indemnify JIC and its successors, officers, directors, agents, employees and assignees or person directly or indirectly connected to JIC harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with any claim by any party which are attributable to the negligence on STARTUP's part.
- 15. All disputes and differences arising between us in connection with this MoU shall, as far as possible, be settled mutually, failing which all such disputes shall be referred to arbitration and settlement under provisions of the Arbitration and Conciliation Act as amended from time to time or any such law for the time being prevailing in India. The venue of such arbitration will be Jaipur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU ON THE DAY MONTH AND THE YEAR MENTIONED HEREIN ABOVE.

Signed and delivered by

For JIC

Registrar
Jaipur Engineering College &
(Name of the stgelligrauftcatty)
Jaipur-302022 (Rajasthan)

For LocalEyes

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Mr. Ujjwal Mittal Co-founder