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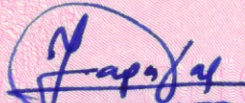

INDIA NON JUDICIAL Government of Uttar Pradesh

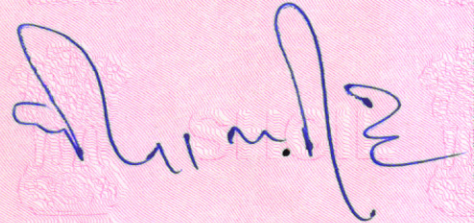
e-Stamp

Certificate No. : IN-UP70107417620899T
Certificate Issued Date : 18-Sep-2021 02:56 PM
Account Reference : NEWIMPACC (SV)/ up14331904/ BAREILLY SADAR/ UP-BLY
Unique Doc. Reference : SUBIN-UPUP1433190429201138704257T
Purchased by : HDFC BANK LTD BAREILLY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : HDFC BANK LTD BAREILLY
Second Party : Not Applicable
Stamp Duty Paid By : HDFC BANK LTD BAREILLY
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)



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HDFC BANK LTD.  **HDFC BANK**
Name- Tapas Das
Emp.Code- T2391
Designation- Sr. Vice President & Circle Head
Bareilly Circle



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of Understanding BETWEEN ROHILKHAND INCUBATION FOUNDATION (RIF) AND HDFC Bank Limited (HDFC)

This MoU is made at Bareilly on the 21st day of September 2021 (hereinafter referred to as the "MoU".)

BETWEEN

ROHILKHAND INCUBATION FOUNDATION, having CIN U73100UP2021NPL142892 "RIF", a company limited by guarantee incorporated under the Companies Act 2013, having its registered office at Nehru Kendra, Mahatama Jyotiba Phule Rohilkhand University, Bareilly, Uttar Pradesh, 243006 (hereinafter referred to as "RIF", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part.

AND

HDFC BANK LIMITED, having CIN L65920MH1994PLC080618, a company incorporated under the Companies Act, 1956, and licensed as a bank under the Banking Regulation Act, 1949, having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel West, Mumbai 400 013 (hereinafter referred to as "HDFC" or the "Bank", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second Part**;



("RIF" and "HDFC Bank" shall hereinafter be referred to as individually as a "Party" and collectively as "Parties").

NOW THEREFORE, as duly communicated and agreed by and between the parties the conditions of this MoU are as follows:

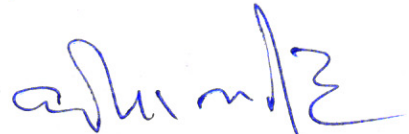
1. PREAMBLE

WHEREAS, ("RIF") has been working for the advancements of the larger objects of technology and business incubators by providing an integrated platform. RIF through its role in the ecosystem contributes immensely to policy formulation, advocacy, planning, implementation and monitoring of business incubation and Startup programs through constant engagement with various stakeholders.

WHEREAS, the "HDFC Bank" has setup a smart solution (SmartUp) for Startups. SmartUp is leveraged to assist in achieving startup goals with smart financial tools, smart advisory services, and technology. HDFC Bank has developed a specialized end-to-end banking solution for startups which includes corporate salary accounts (with no requirement of minimum number of employees per startup), forex advisory services,


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payment and collections solutions & POS terminals at preferred rates and nodal accounts for market places among others.

AND WHEREAS the parties agree to collaborate in order to facilitate the startups in RIF's member network to avail various services /facilities of HDFC banks startup related offerings and schemes on the terms and conditions more particularly mentioned in the MOU.

AND WHEREAS, to capture the aforesaid understanding, the Parties intends to enter this MOU on the terms and conditions more particularly mentioned hereunder.

2. SCOPE OF MoU

RIF and HDFC Bank have agreed to enter into this MOU in pursuance of which RIF will refer various StartUps through RIF members network to HDFC Bank to avail inter-alia financial and other facilities and HDFC Bank shall provide the necessary facilitation to the RIF's members network supported StartUps subject to such terms and conditions as may be specified by the HDFC Bank. The Parties will work on mutual basis on various initiatives for StartUps as may be agreed between the Parties from time to time.

HDFC Bank Responsibilities

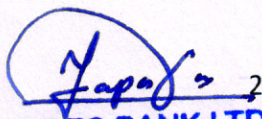

HDFC Bank will provide following offerings / solutions for approved / registered Startups through RIF's member(s) network:

2.1 Opening of Bank Accounts of Startups

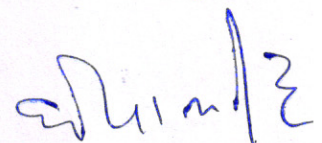
HDFC Bank may offer bank accounts to Startups that are supported by RIF's member(s) and recommended by RIF subject to Bank's compliance requirement, credit assessment and the requisite KYC procedures / guidelines as per the Banking regulations and policies of HDFC Bank.

2.2 Partnership with HDFC Bank Partnered / Supported / Promoted Incubators / Accelerators

HDFC Bank would provide an opportunity to startups registered with RIF's Member Network to pitch their solutions to requisite stakeholders and will work towards providing them an opportunity to showcase their solutions. In addition, HDFC Bank may extend incubation and acceleration support through incubator partners to all startups banking with us. HDFC Bank is having third party alliances to provide discounts for startups across key business support functions like shared workspaces, digital marketing, web services, Patent filing, content writing, tax, and legal advisory, among others. Also, HDFC Bank will enable RIF's member(s) supported startups to list on their Smart Buy platform (offer zone @ <https://offers.smartbuy.hdfcbank.com/deals>) for growth and visibility. This platform provides them access to 40 million + customers of the bank. HDFC Bank through its mentorship program can enable start-ups to register for the program, wherein HDFC Bank's senior management would be available for mentoring.


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2.3 To run corporate connect program jointly by the parties for the benefits of startups.

2.4 To Review and finalize any proposals of HDFC Bank pertaining to the promotion of RIF Member's startups.

2.5 To exchange necessary information on RIF Member supported Startups as and when needed and partner for joint programs wherever feasible and applicable.

2.6 RIF agrees to invite HDFC Bank for attending various seminars and programs to be organized by it as and when required.

2.7 RIF will assist HDFC Bank to scout and develop partnerships with other Indian startup Incubators and other related organisations from other countries in order to engage them activities of the bank.

2.8 Venture Investment by HDFC Bank

HDFC Bank will look forward to evaluating potential investments referred by the RIF's Member(s) Startups, with no specific commitments to invest, but a definite promise to evaluate. RIF shall review and examine the overall profile of the startup that are supported by RIF's member(s) such as its background, potential worthiness and investment worthiness and recommend to HDFC Bank.

3 TENURE OF MoU

This MoU shall be effective from the date of execution and shall be valid for the period of 24 months unless terminated in pursuance of other provisions of the MOU. However, this can be extended with mutual written agreement by both parties upon expiry of initial period of 24 months. Both parties agree to bear their own expenses relating to deliverables under this agreement.

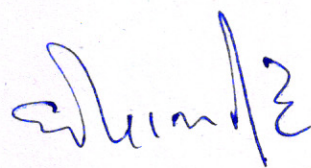
3A: CONSIDERATION:

The Parties are entering into the MOU for mutual benefit. The Bank offering the services to the Startup registered with Members of RIF is a good and sufficient consideration for RIF to enter into the MOU with the Bank whereas, RIF's members referring the Startups to the Bank for availing various facilities from the Bank is good and sufficient consideration for the Bank to enter into the MOU with RIF.



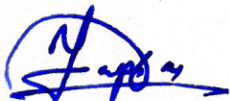
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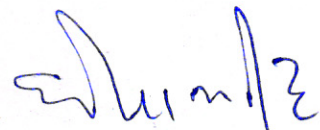
4. CONFIDENTIALITY

- 4.1 For the purposes of this Agreement, the term "Confidential Information" shall mean all non-public written, electronic, oral, visual, or intangible information disclosed to HDFC Bank by RIF / RIFs Member(s). Each Party will maintain the confidentiality of any information it receives from the other Party, which is marked confidential or proprietary or which would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
- 4.2 It may be necessary for RIF / RIF's Member(s) to disclose or exchange certain confidential and proprietary information with the HDFC Bank. The HDFC Bank undertakes on its behalf and on behalf of its employees involved in the HDFC Bank's to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated from the Project / Startup under this MoU for any purpose other than in accordance with this MoU and for the commercialization of the Project / Startup.
- 4.3 The confidentiality does not apply to information:
- that is already in the public domain through no fault of a Party,
 - is required to be disclosed by law,
 - is disclosed with the prior consent of the disclosing Party,
 - is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party or
 - was previously in the receiving Party's possession, as shown by its pre-existing records, without violation of any responsibility of confidentiality
- 4.4 The HDFC Bank shall not use the confidential information of RIF / RIF's Member(s) and their startups except with the prior consent of RIF / RIFs Member(s) and their startups or where the disclosure is to employees, directors, agents, consultants or parent or subsidiary companies on a need to know basis for the purposes of this MoU or as required under the regulatory provisions.
- 4.5 Notwithstanding anything contained in this MoU, the HDFC Bank shall adhere to the provisions of the Information Technology Act, 2000 (Act), and/or such other applicable laws with respect to data security, breach of privacy and confidentiality.



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5. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective responsibilities under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes not confined to the premises of the party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other within thirty (30) days of such occurrence or cessation. If the force majeure conditions continue beyond three (3) months, the Parties shall jointly decide about the future course of action.

6. TERMINATION OF ENGAGEMENT AND EXIT POLICY

Either Party may terminate this MOU without assigning any reason at any time by giving one (1) month advance notice in writing to the other party of its intention to terminate the MOU and the MOU shall stand terminated at the expiry of notice period.

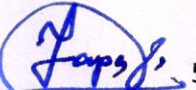

7. ASSIGNMENT

Neither party to the MoU may assign or transfer the responsibilities or agreement made herein without the written prior consent of the non-assigning party, which approval shall not be unreasonably withheld.

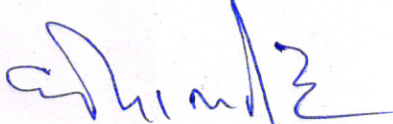
8. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 8.1 This MOU and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- 8.2 The parties shall endeavor to resolve any dispute relating to the rights, duties, terms, and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 8.3 However if the dispute remains unresolved through conciliation of period of 30 (Thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by sole arbitrator to be mutually appointed by the Parties. The arbitration shall be conducted in pursuance of provisions of Arbitration and conciliation act, 1996 and the place of arbitration shall be Bareilly and the language of the arbitration shall be English. The cost of arbitration shall be borne by the parties equally whereas, the parties shall bear their own costs as to litigation expenses including fees of the legal counsels.
- 8.4 Subject to hereinabove provided, Courts at mutually agreed location, alone shall have jurisdiction on all matters arising out of, concerning to, or touching upon this Agreement.



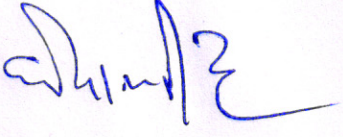
In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

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Bareilly Circle

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Signed on this 21st day of September 2021.

<p>For & on behalf of Rohilkhand Incubation Foundation.</p>	<p>For & on behalf of the HDFC Bank Ltd.</p>  <hr/> <p>HDFC BANK LTD.  HDFC BANK Name- Tapas Das Emp.Code- T2391 Designation- Sr. Vice President & Circle Head Bareilly Circle</p>
<p>Signature </p> <p>Name: Prof. K. P. Singh</p> <p>Designation: Hon'ble Vice - Chancellor</p> <p>Postal Address: MJPRU, Pilibhit Bypass Road, Bareilly - 243001</p> <p>Witness (Name & Address)</p>	<p>Signature</p> <p>Name: Shri Tapas Das</p> <p>Designation: Sr. Vice – President & Circle Head</p> <p>Postal Address: HDFC Bank Ltd, Civil Lines, Bareilly - 243001</p> <p>Witness (Name & Address)</p>