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Unique Doc. Reference : SUBIN-UPUP1425010451968320010230X
Purchased by : ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Second Party : STICHTING BLOCKCHAIN FOR IMPACT FOUNDATION
Stamp Duty Paid By : ROHILKHAND EDUCATIONAL CHARITABLE TRUST
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

STAMP PAPER ATTACHED TO

MEMORANDUM OF UNDERSTANDING

BETWEEN:

STICHTING BLOCKCHAIN FOR IMPACT FOUNDATION, a Foundation registered under the laws of Netherlands and having its registered office at Queens Tower, Delflandlaan 1, 1062 EA Amsterdam, the Netherlands (hereinafter referred to as "**Grantor**" which expression shall, unless repugnant to the context and meaning hereof, include its successors and assigns) of the First Part.

AND

ROHILKHAND EDUCATIONAL CHARITABLE TRUST, a Trust registered under the Indian Trusts act 1882, having its registered office at Keshlata Hospital Campus, Delapeer, Bareilly, Uttar Pradesh, India-243 112, represented by its duly authorized representative (hereinafter referred to as "**Grantee**" which expression shall, unless repugnant to the context and meaning hereof, include its successors-in-interest, trustees from time to time, authorized legal representatives, and permitted assigns) of the Other Part.

Statutory Alert:

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "**MoU**") is made and effective as of 24th of October 2025 (24/10/2025) (the "**Execution Date**");

BY AND BETWEEN:

STICHTING BLOCKCHAIN FOR IMPACT FOUNDATION, a Foundation registered under the laws of Netherlands and having its registered office at Queens Tower, Delflandlaan 1, 1062 EA Amsterdam, the Netherlands (hereinafter referred to as "**Grantor**" which expression shall, unless repugnant to the context and meaning hereof, include its successors and assigns) of the First Part.

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ROHILKAND EDUCATIONAL CHARITABLE TRUST, a Trust registered under the Indian Trusts act 1882, having its registered office at Keshlata Hospital Campus, Delapeer, Bareilly, Uttar Pradesh, India – 243 112, represented by its duly authorized representative (hereinafter referred to as "**Grantee**" which expression shall, unless repugnant to the context and meaning hereof, include its successors-in-interest, trustees from time to time, authorized legal representatives, and permitted assigns) of the Other Part.

The Grantor and the Grantee are hereinafter collectively referred to as the "**Parties**" and each of them individually as a "**Party**".

WHEREAS:

- A. The Grantor is a foundation incorporated in the Netherlands with the objective of advancing education, science, and research in healthcare and environmental sustainability.
- B. The Grantor is in the process of identifying eligible entities that have the capabilities to establish 'MedTech Incubation Centres', for the purpose of bridging the gap between medical innovation and clinical practice ("**Eligible Entities**"). The aim of the 'Medtech Incubation Centres' would be: (a) enabling collaboration between innovators and clinicians; (b) providing infrastructure for prototyping, validation, and trials support to external startups, innovators and in-house student, resident and faculty innovators; and (iv) accelerating commercialization of MedTech solutions in India and beyond ("**Objective**").
- C. The Grantee is an FCRA-registered entity and has provided the Grantor with a copy of its FCRA registration on 18th September 2025 ("**FCRA Registration**"). The Grantee has established Rohilkhand Medical College & Hospital, which is an accredited medical institution in India employing highly qualified, trained and established scientific personnel with knowledge and expertise in many branches of medical sciences ("**Grantee College**").
- D. The Grantor has identified the Grantee as one of the Eligible Entities for the fulfillment of the Objective and has approached the Grantee with a proposal to provide a monetary grant to the Grantee for the purpose of establishing 'MedTech Incubation Centre(s)' on the campus of the Grantee College ("**Project**").
- E. The Grantee has represented to the Grantor that it has the necessary means, skill, competent staff and experience to undertake the Project which would involve the participation of various individuals, from the Grantee College as well as external organizations, who will be selected as per roles and responsibilities as specified in this MoU towards the advancement of the Objective.

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- F. Based on and upon reliance on the representations and warranties provided herein by the Grantee, the Parties are now entering into this MoU to record the terms of engagement of the Grantee and to record the overall contours of the commercial relationship between the Parties on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. The following words and expressions shall have the following meanings:

- (a) **"Affiliate"** means in relation to any Party (**"Subject Person"**), in case of the Subject Person being a natural person, the relative of such person, and in case of the Subject Person being a person other than a natural person, any other person, which, directly or indirectly Controls, is Controlled by, or is under Common Control with that Subject Person. For the purpose of this definition a holding or subsidiary company of any Subject Person shall be deemed to be an Affiliate of that Subject Person.
- (b) **"Applicable Law"** means all applicable provisions of any and all statutes, laws, instruments, rules, regulations, guidelines, directives, administrative codes, ordinances, decrees, orders, decisions, injunctions, awards, judgments, permits and licenses of or from any national, state, provincial or local governmental or non-governmental authority, agency, undertaking or body (whether present or future and in any territory) which has any jurisdiction in respect to the applicable Party and/or the relevant provisions of this MoU.
- (c) **"Business Day"** means any day when banks in India are open for business.
- (d) **"Claim"** means all losses, fines, penalties, costs, claims, damages, liabilities, judgements, settlements, awards, out of pocket expenses/ costs and interest associated herewith, if any, which are suffered or incurred by a Party (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred).
- (e) **"Confidential Information"** means all information (however recorded or preserved whether or not marked as 'Confidential Information' and disclosed or transmitted, whether deliberately or inadvertently, in any medium (physical, electronic, written or oral) disclosed by the Disclosing Party (*defined below*) to the Receiving Party (*defined below*) and includes: (i) any information concerning the Project or the Work Product (including but not limited to business and marketing plans and projections, arrangements and agreements with third parties and the content thereof, Intellectual Property (*defined below*), demonstration programs, financial data, etc.); (ii) technology, technical information, know-how, manufacturing processes, protocols, specifications, techniques, source and object code, formulae, formulations, chemical compounds, mixtures, compositions, samples, procedures, inventions (whether patentable or not), discovery, improvements, prototypes, devices, diagnostics, technical information, research papers and data, memoranda, reports, drawings, plans; (iii) the existence, provisions and subject matter of this MoU; (iv) any information or materials prepared by or for the Disclosing Party or its directors, officers, employees and

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representatives that contain or otherwise reflect, or are generated from, Confidential Information; (v) any confidential or commercially sensitive information in respect of the Disclosing Party or its business; and (vi) any other proprietary, confidential or non-public information of the Disclosing Party.

- (f) **"Control"** shall include (i) the right to appoint the majority of the members of the board of directors or other governing body of such person; or (ii) to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner; and the term **"under Common Control with"** **"Controlling"** or **"Controlled by"** shall be construed accordingly.
- (g) **"Grant"** shall collectively mean the Initial Grant and the Subsequent Grants.
- (h) **"Initial Grant"** shall have the meaning ascribed to such term in Clause 4.1.
- (i) **"Intellectual Property"** means all intellectual property and proprietary rights worldwide owned (or purported to be owned), developed or under development, used or licensed (whether as licensor or licensee) by a Party relating to intangible property, whether or not filed, applied, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, and includes: (a) patents, patent applications, patent disclosures, patent rights, including any and all continuations, continuations-in-part, divisions, re-issues, re-examinations, utility, model and design patents, design rights or any extensions thereof; (b) rights associated with works of authorship or workmanship, including without limitation, copyrights, copyright applications, copyright registrations; (c) rights in trademarks, trademark registrations, and applications therefor, trade names, brand names, service marks, designs, service names, logos, or trade dress; (d) rights relating to the protection of trade secrets, data bases and Confidential Information; (e) internet domain names, internet and world wide web (WWW) URLs or addresses, social media accounts; and (f) all other intellectual, information, proprietary or associated rights and all registrations, applications, renewals, extensions and continuations (in whole or in part) of any of the foregoing, together with all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, violation, misuse, dilution, unfair trade practice or otherwise associated therewith.
- (j) **"Subsequent Grant"** shall have the meaning ascribed to such term in Clause 4.1(c).
- (k) **"Work Product"** means the invention, innovation, creation or development of technology, processes, technical know-how, or products (whether patented, confidential or not, which a Participant (*defined below*), now has or in the future acquires rights to use, license, sub-license or sell) created or developed by a Participant under his/her/its Participant Project (*defined below*) including all manuals, recordings, graphs, drawings, reports, plans, specifications, instruction for use, techniques, formulae, drawings, diagrams, computer programs, calculations, research, special studies conducted for the development of the same and if recordable, recorded in physical or electronic form.

All other terms and expressions shall have the meanings ascribed to them in the respective provisions of this MoU.

1.2. In this MoU, unless otherwise specified:

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- (a) headings and bold typeface are only for convenience and reference only and shall be ignored for the purpose of interpretation and construction of the relative provisions of this MoU;
- (b) a reference in this MoU to any agreement, instrument or other document (including this MoU) (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time;
- (c) any reference to a clause or schedule is a reference to a Clause in or a Schedule to this MoU, except as expressly provided otherwise in this MoU;
- (d) the Schedules annexed hereto and the recitals shall constitute an integral part of this MoU and shall have the same force and effect as if set out in the body of this MoU, and references to this MoU include them;
- (e) words using the singular or plural also include the plural or singular, respectively (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural and vice versa. Words of any gender are deemed to include the other gender;
- (f) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire MoU or specified sections of this MoU, as the case may be;
- (g) words denoting persons include individuals, companies, partnerships, unincorporated associations and other bodies (in each case, wherever resident and whether or not having separate legal personality) and references to a company shall include any company, corporation or other body corporate wherever or however incorporated or established;
- (h) general words shall not be given a restrictive meaning by reason of the fact that they are preceded by or followed by particular examples intended to be embraced by the general words and accordingly: (a) the rule known as ejusdem generis shall not apply; and (b) the words "includes", "including" and "in particular" (or similar terms) are not to be construed as implying any limitation and shall be read and construed as if immediately followed by the words "without limitation";
- (i) any reference to a statute, statutory provision, regulation, directive or other enactment shall be construed as including a reference to any subordinate legislation or instrument made thereunder whether before, on or after the date of this MoU and as from time to time amended, modified, consolidated, superseded, re-enacted or replaced (whether with or without modification); and

1.3. Any reference to this MoU or any other document is to this MoU or that document as in force for the time being and as amended from time to time in accordance with this MoU and/or that document (as the case may be).

1.4. Terms other than those defined in this MoU shall be given their plain English meaning and those terms, acronyms and phrases known in the healthcare industry shall be interpreted in accordance with their generally accepted meanings.

2. SCOPE AND PURPOSE

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- 2.1. The Parties have agreed, that they shall undertake and conduct the Project, in accordance with and in the manner contemplated in **Schedule 1** of this MoU. Furthermore, these requirements shall be fulfilled in such a manner as to fully enable the Participants to contribute to the Project and the Purpose in a satisfactory manner.

3. TERM

- 3.1. This MoU shall come into force and become effective as of the Execution Date and shall remain valid and in force unless terminated in accordance with the terms of the MoU ("**Term**").

4. GRANT

- 4.1. The Grantor shall have the sole and absolute discretion to provide the following grant to the Grantee for the Purpose (*defined below*) in accordance with the terms and conditions of this Agreement, in the following manner ("**Initial Grant**"):

- (a) An amount of INR 50,00,000 (Rupees Fifty Lakh only) to be paid to the Grantee within 45 Business Days from the signing of this MoU subject to the Grantee's submission of a detailed set-up plan to the satisfaction of the Grantor ("**First Tranche Amount**");
- (b) An amount of INR 50,00,000 (Rupees Fifty Lakh only) to be paid to the Grantee within 45 Business Days from the date of selection of a Participant Project in accordance with Clause 5.1 below ("**Second Tranche Amount**").

Notwithstanding anything contained in this Agreement, the Grantee hereby acknowledges and agrees that disbursement of the Initial Grant and any Subsequent Grant shall be at the sole and absolute discretion of the Grantor and nothing under this MoU shall be construed to place any obligation on the Grantor to make the Initial Grant or any Subsequent Grant.

- 4.2. Without prejudice to Clause 4.1, the Parties agree and acknowledge that:

- (a) all disbursements by the Grantor to the Grantee in relation to the Initial Grant and the Subsequent Grants (if applicable) shall be made to the bank account bearing no. 00000040252180688, maintained by the Grantee with the State Bank of India's New Delhi Main Branch, 11 Sansad Marg, New Delhi – 110001 (as more particularly described in **Schedule 6** below) ("**Designated FCRA Account**"); and
- (b) the Initial Grant or any Subsequent Grant shall be provided by the Grantor to the Grantee only upon the Grantee obtaining all Approvals (as stipulated in Clause 7.2 (I)) in relation to the Project. Copies of all such Approvals shall be submitted by the Grantee to the Grantor for its internal review and prior to any disbursement of the Initial Grant and the Subsequent Grant.

- 4.3. The Grant shall be solely utilized the Grantee for undertaking the following activities solely for the purpose of the Project in accordance with Applicable Laws (including but not limited to the Foreign Contribution (Regulation) Act, 2010 ("**FCRA**")) ("**Purpose**"):

- (a) renovation of existing facilities and setting up of infrastructure in line with the project needs;
- (b) purchase of prototyping and testing equipment;
- (c) operational expenses, utilities, and maintenance; and

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(d) salaries of the Head of Incubation Centre and Coordinator.

- 4.4. Any interest accrued or received on the Grant must be reported to the Grantor and utilized by the Grantee solely for the Purpose.
- 4.5. The Grantor shall have the right to opt out, at its sole and absolute discretion, from any future contribution (including any Subsequent Grant), in the event: (a) any or part of the Grant is used for a purpose other than the Purpose; (b) if the Grantee commits any breach, default or violation of the MoU; (c) if the Project is not implemented or monitored in the manner set out in this MoU (d) if the Project does not commence within 60 days from the disbursement of the First Tranche; and (e) if the scope of the Project is, as determined by the Grantor in its sole discretion and which decision shall be final and binding on the Grantee, altered such that the Project is no longer aligned with the Purpose. Further, upon occurrence of any of these instances, the Grantor shall have the right to terminate this MoU. No subsequent disbursement shall be made till the entire fund from the earlier disbursement has been deployed by the Grantee towards the Project.

5. OBLIGATIONS OF THE GRANTEE

5.1. The Grantee shall:

- (a) invite candidates selected by Grantor through nationwide call (who meet the eligibility criteria set out in **Schedule 2**) to submit proposals for the projects which aims to achieve and address the Purpose and which projects shall be conducted and undertaken by such candidate(s) (each a **"Proposal"**);
- (b) review the Proposals for the projects submitted by the candidates and minimum of three Proposals for support as per the Grantee's policy and internal mechanism, which internal policy and mechanism will be informed to the Grantor in advance;
- (c) upon such selection by the Grantee of the Shortlisted Proposal(s), such Shortlisted Proposal(s) will be supported for the purpose of incubation (each a **"Participant Project"**);
- (d) After selection, the Grantee shall proceed to incubate the Participant Project based on the milestones decided upfront for each Participant Project between the Grantee and the Participants in consultation with the Grantor (**"Milestones"**). A schedule for each Participant Project indicating the Milestones for such Participant Project shall be submitted to the Grantor by the Grantee prior to initiation of incubation of the Participant Project. The Grantee shall keep the Grantor periodically updated about the progress of the Milestones in each of the Participant Projects along with supporting documentation evidencing the progress and where applicable, completion of such Milestones. Any modifications to the Milestones will require the Grantor's prior written consent;
- (e) In case a project is completed before one year, grantor will recommend new projects from which Grantee can select. At any time during the course of incubation grantee must maintain the incubated project number to minimum of three for the duration of one year. The starting point for year will be the onboarding completion of Third project.

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- (f) keep and maintain separate accounts and the books and record in relation to the funds being disbursed in the manner contemplated in this MoU and do regular reporting to the Grantor; and
- (g) be the overall administrator and operator of the Participant Project(s) and provide guidance to the Participant(s) in respect of the Participant Project(s).

5.2. In cases where the Milestones are not achieved for a Participant Project for a period exceeding one continuous month from the agreed date of the completion of such Milestone, the Grantee shall immediately inform the Grantor of the same along with the reasons thereof. The Grantor may, at its sole discretion, either grant permission to the Grantee for extension of the date of completion of such Milestone or direct the Grantee not to incubate such Participant Project any further and follow the process described in Clause 5.1 to select a new Participant Project. Any decision taken by the Grantor, in this regard shall be final and binding on the Grantee and the Participants.

5.3. The Grantee shall provide reasonable accommodation (housing) within the premises of the Grantee College for the Participants which have been selected in accordance with this Clause 5 for the duration of their stay.

5.4. The Grantee shall perform its obligations under this MoU from the Execution Date:

- (a) upon and subject to the terms of this MoU;
- (b) in accordance with all Applicable Laws (including but not limited to the FCRA) and any guidelines, policies, or procedures notified in writing and in advance by the Grantor to the Grantee from time to time;
- (c) in accordance with the standards of practice and levels of performance that would reasonably be used by and expected from a well-managed entity; and
- (d) using personnel who possess a degree of skill and experience which is appropriate to the tasks to which they are allotted and the performance which they are required to achieve and who shall perform those tasks in a professional manner.

6. REPORTING, RECORDS AND INSPECTION

6.1. The Grantee shall maintain separate books of accounts (including following FCRA stipulations), records, documents, and other evidence (electronic or otherwise) (as maybe stipulated by the Grantor from time to time) pertaining to its performance or utilization of the Grant and actual costs and expenses with respect to the Project in accordance with the terms and conditions of this MoU ("**Records**"). The Grantee will maintain a separate ledger/project account in its books of accounts or software to show the utilization of funds granted by the Grantor under various expense heads incurred from the Grant. The cost and expenses incurred by the Grantee for the fulfillment of its obligations herein and on the Projects shall be maintained and recorded separately such that if the Grantor requires such information and data at any time, the same can be produced and delivered to the Grantor. The Grantee acknowledges that the Grantor may need these accounts audited and upon such request being made, the Grantee shall get such audit done. The Grantee shall maintain and preserve the Records for a period of 2 (two) years following the full utilization of the Grant towards the Project.

6.2. The Grantee shall submit such Records to the Grantor within 30 days of the end of each quarter and shall also maintain and submit to the Grantor any other reports, records or information that it is required to provide under this MoU or if requested by the Grantor.

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- 6.3. The Grantee shall furnish the Grantor with a detailed progress report, outlining the activities and work undertaken towards the Project every 3 (three) months ("**Review Period**") commencing from the date of disbursement of the First Tranche Amount to the Grantee. This progress report shall include activities and work undertaken towards the Project, status of the same (highlighting whether completed or work-in-progress), result and outcome of such activities being undertaken, any deviation or potential deviation expected on the timelines or any challenges encountered during the Review Period milestones achieved during the Review Period ("**Quarterly Progress Report**"). The Quarterly Progress Report shall also indicate the time and cost spent on the activities undertaken during the Review Period and a forecast of the scheduled work for the next Review Period with the estimated time and cost. The Grantee shall submit to the Grantor the Quarterly Progress Report within 30 (thirty) days of the expiry of the relevant Review Period. In addition, the Grantee shall provide brief updates on project activities and progress on a monthly basis.
- 6.4. In addition to the Quarterly Progress Report, the Grantee shall:
- (a) deliver to Grantor a certified (by a reputed chartered accountant) annual utilization statement evidencing the manner and the purpose for the use of the Grant within 30 (thirty) days from the date of filing of such statement in accordance with Applicable Laws;
 - (b) deliver to Grantor the audited financial statement for the preceding financial year, within 30 (thirty) days from the filing of the same under the Applicable Laws by the Grantee;
 - (c) immediately upon becoming aware of any deviation (actual or potential) in the Project from the proposal submitted for such, the Grantee shall inform the Grantor of such deviations and also provide, within reasonable time, a report about the deviations including the root cause analysis for such deviation. The Grantee shall, with prior consultation with the Grantor, undertake timely and appropriate counter measures to address such deviations. In case of a Participant leaving or terminating their relationship with the Grantee, the Grantee shall immediately replace such Participant with a suitable candidate ("**Replaced Participant**"). The Replaced Participant shall satisfy the eligibility criteria as set out in Schedule 2 to this MoU and shall have the background and capabilities to carry out the Participant Project; and
 - (d) in the event of any query raised by the Grantor in relation to the Grant, provide response to the same promptly but in no event later than 10 (ten) working days from the date on which the query is raised and where the query is in relation to any of the Projects, procure responses from the Participant(s) promptly but in no event later than 10 (ten) working days from the date on which the query is raised. Any correspondence with the Participant(s) by the Grantee shall be on the official mail address provided by the Participant(s) for that Project.
- 6.5. The Grantor and its agents, auditors (internal and external), regulators, advisors, and other representatives (as the Grantor may designate) ("**Auditor**") shall have the right, after providing advance written notice, to inspect, audit, examine and review the sites and premises, offices, labs, tools, equipment, Records and all other relevant reports, documentation, information, accounts, books, practices and procedures of the Grantor, and personnel in relation to and connected with the Project ("**Audit**") that are used for the Project under this MoU, to ensure that (a) the Project is undertaken in a professional and standard manner, with high focus and efficiency by the Grantee, compliance with

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Applicable Laws (including but not limited to the FCRA), provisions of this MoU and as per good industry practices, (b) the progress of the research and development initiatives; (c) the project progress, update or any proposed modifications or extensions of any timelines thereof; or (d) any other aspect in relation to the Project. The Grantee shall provide access to such relevant reports, documentation, information, accounts, books and records, site & premises, and personnel as may be required by the Grantor for such inspection. Any costs and expenses incurred by the Auditor shall be borne and reimbursed by the Grantor. The Grantor shall have the right to conduct an Audit up to 2 (two) times within a period of 12 (twelve) months.

- 6.6. The Grantee acknowledges that the Grantor has the right to monitor the use of the Grant and in this regard, may nominate and appoint one of its authorized representatives to participate and observe the conduct and operations of the Grantee in connection with the selection of the Participants, the Project and the deployment of the Grant.

7. COVENANTS, REPRESENTATIONS AND WARRANTIES

7.1. Each Party covenants, represents and warrants that:

- (a) it has full power, capacity and authority to enter into, execute and deliver this MoU and to perform its obligations and the transactions contemplated hereby and such Party is duly incorporated or organised and is validly existing under Applicable Laws, having full corporate power and authority to enter into and perform its obligations under this MoU;
- (b) the execution and delivery by such Party of this MoU and the performance by such Party of its obligations and the transactions contemplated hereunder has been duly authorized by all necessary corporate, legal, regulatory or other action as may be required by the Party and upon such execution and delivery, it will constitute a legal, valid and binding obligation of such Party enforceable in accordance with their terms;
- (c) the execution and delivery of this MoU and the promises, agreements or undertakings of such Party under this MoU do not: (i) violate any Applicable Law, or agreements or any other instruments (including charter documents of such Party, if applicable) which the Parties have executed or are bound by, or (ii) violate or contravene the provisions of any existing contracts or any other documents or arrangements, which are applicable to them;
- (d) it will not, during the Term or for a period of 6 (six) months from termination or expiry of this MoU directly or indirectly, for itself or on behalf of any person initiate, contact, entice or induce any employee of the other Party, solicit for employment or hire, employ or engage with such person for employment with the Party or any of its Affiliates;
- (e) it shall not directly or indirectly do or cause to be done anything which shall or may have an adverse impact on the Intellectual Property, Confidential Information, goodwill and reputation of the other Party; and
- (f) there are no proceeding, orders, decrees, judgments or, orders of injunction, attachment or receivership or other action issued, pending or threatened by any governmental authority against such Party, which: (i) involves a challenge to or seeks to or which prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation by such Party of any of the transactions contemplated under this MoU; or (ii) restrains, prohibits or otherwise

challenges, or have the effect of adversely affecting or delaying the implementation of the transactions contemplated under this MoU.

7.2. The Grantee further covenants, represents, and warrants that:

- (a) it has not made any false statement or misstatement of fact in connection with this MoU and its receipt of the Grant, and all of the information it previously submitted to the Grantor or that it is required under this MoU to submit the Grantor relating to the Project or Grant will be true and correct;
- (b) it shall not use the Grant for any purpose other than the Project and shall not transfer the funds received pursuant to the Grant to any third party;
- (c) it shall undertake all actions and obligations under this MOU in accordance with Applicable Law (including but not limited to the FCRA);
- (d) it has the authority, permission and valid registration with competent regulatory authority (as may be applicable) to receive funds from outside of India;
- (e) it shall comply with the provisions of all Applicable Laws dealing with anti-corruption, anti-bribery, anti-money laundering or any other Applicable Law dealing with the offer/ provision of money/ gifts/ any other items of value (whether directly or indirectly) to anyone in order to improperly influence any act/ decision relating to the Grantor/ Grantee/ the Project (including by assisting any person to secure an improper advantage);
- (f) it shall not use the Grant to fund any political party/ influence the outcome of any election for public office/ carry on any voter registration drive/ support any lobby activities/ support any attempts to influence any local, state, central or foreign legislations;
- (g) the FCRA Registration is valid and existing as of the Execution Date;
- (h) it has provided a copy of the FCRA Registration to the Grantor on 18th September 2025;
- (i) it shall ensure that it maintains at all times the Designated FCRA Account and receives and deposits all foreign contribution (including any funds transferred by the Grantor in accordance with the Grant), in the Designated FCRA Account;
- (j) subject to Clause 2.3, it shall ensure that not more than 20% (twenty per cent) of all foreign contribution (including any funds transferred by the Grantor in accordance with the Grant) will be used for 'administrative expenses' as defined under the FCRA in any year during the Term;
- (k) it shall be responsible for all acts and omissions undertaken by any of its trustees, beneficiaries, officers, employees, subcontractors, agents, service providers and Affiliates in connection with or arising out its obligations under this Agreement.
- (l) it has obtained as of the Execution Date and shall maintain all requisite consents, authorisations, registrations, agreements, certificates, licenses, approvals, permits, authorities under applicable laws ("**Approvals**") required for it to perform its obligations under this MoU and undertake the Project;

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- (m) it has requisite capacities, capability technical know-how, infrastructure, resources, personnel and the overall capability and expertise to fulfil its obligations under the MoU as per its terms and in accordance with good industry practice;
- (n) it shall, at its own expense and on its own account, actively carry out all processes pertaining to the Project in a professional manner and without delay on agreed timelines;
- (o) it shall keep the Grantor informed about the composition of its selection committee which presides over the selection of the Shortlisted Proposals;
- (p) it shall not (and shall procure that the Participant(s) shall not) directly or indirectly do or cause to be done anything which shall or may have an adverse impact on the Intellectual Property, Confidential Information, goodwill and reputation of the Grantor;
- (q) it shall procure that the Participant(s) shall provide the Grantee the rights to disclose their identity and association with the Project on Grantee's website, reports or any other public documents, as may be required from time to time, by the Grantor;
- (r) it shall provide the Grantor promptly in writing any advice or information relating to the Project; and
- (s) it shall ensure that the Work Product developed and created by the Participant(s) pursuant to each Participant Project shall not violate or infringe any existing or pending third party intellectual property.

8. REPRESENTATIVES

- 8.1. The Grantor and the Grantee shall each nominate a representative ("**Representative**") who will, in addition to the Head of Incubator and the Coordinator, (i) have overall managerial responsibility for acting, coordinating and facilitating the performance of the obligations of the Parties in accordance with the terms of this MoU; and (ii) serve as the Grantor and Grantee's primary liaison.

The Representatives will make themselves available to meet on a regular basis, as determined by the Grantor, to discuss the progress, status and implementation of the Project(s). The Representative shall escalate to their respective Parties for resolution of any issues that they are unable to resolve within a reasonable period of time. Each Party may from time to time, change its Representatives by providing the other Party with advance written notice thereof in accordance with this MoU.

9. INTELLECTUAL PROPERTY

- 9.1. All rights, title, and interest of the Grantor in its Intellectual Property described in **Schedule 3** herein (as may be updated, altered or modified by the Grantor at their sole and absolute discretion from time to time) ("**Grantor IP**") are and shall remain the property of the Grantor. Except the license granted to the Grantee by the Grantor as set forth in Clause 9.2. below, nothing in this MoU shall be deemed to be providing or granting the Grantee any right or license to use or exploit the Grantor IP in any manner whatsoever, whether for self-consummation or commercialisation unless specifically agreed in writing by the Grantor.

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- 9.2. Grant of license to Grantee: The Grantor hereby grants to the Grantee and the Grantee hereby accepts a worldwide, non-transferable, royalty-free, non-exclusive, and non-assignable licence to use the Grantor IP, during the Term, for the purposes described below ("**Permitted Use**"):
- (a) use of the Grantor IP on the Grantee's website, reports, social media accounts, any other public documents, or any other platform, as may be and in the manner approved by the Grantor in writing, to publicize collaboration with the Grantor for the Project; and
 - (b) any other usage as maybe approved by the Grantor in writing and communicated to the Grantee from time to time, for the purpose of advancing the Purpose in connection with the Project.
- 9.3. All rights, title, and interest in the Work Product and the intellectual property associated and attached with the Work Product ("**Work Product IP**") shall be the exclusive, sole, absolute and proprietary property of the Participant(s) (as the case may be) and nothing in this MoU shall be deemed to provide/ grant the Grantor any right or license to use or exploit the Work Product IP in any manner whatsoever, unless specifically agreed in writing by the Parties. Provided that this Clause 9.3 shall not apply to any Work Product IP created utilising the Grantor IP.
- 9.4. The Grantee shall ensure that the Work Product shall not be used or exploited for any of the purposes set out in **Schedule 4**.
- 9.5. Grant of license to Grantor: The Grantee hereby grants the Grantor a worldwide, non-transferable, royalty-free, non-exclusive, and non-assignable licence to use its Intellectual Property set out in **Schedule 5** ("**Grantee IP**") for the purposes described below:
- (a) use of the Grantee IP on the Grantor's website, reports, social media accounts, any other public documents, or any other platform, as may be and in the manner approved by the Grantee in writing, to publicize collaboration with the Grantee for the Project; and
 - (b) any other usage as maybe approved by the Grantee in writing and communicated to the Grantor from time to time, for advancing the Purpose in connection with the Project.
- 9.6. The Grantee shall (and shall procure that the Participant(s) shall) mention and acknowledge at all times and at every platform (to the extent permissible under Applicable Laws) the support received from the Grantor on the Project in the manner approved by the Grantor in writing, which approval shall also indicate the text, the form, size and visual representation of the Grantor IP to be used by the Grantee. In this regard, the Grantee shall (and shall procure that the Participant(s) shall) ensure that if the Work Product, or any information pertaining to the Work Product, is being published in journals, conferences, or any other mode of publications on any platform including, but not limited to, on the official website and social media account of the Grantee, in reports (statutory or otherwise) to the extent possible under the Applicable Laws or otherwise ("**Publications**"), it shall be published as mutually agreed between the Parties.
- 9.7. The Grantee shall endeavor, on a best effort basis, to not publish or disclose the Work Product, or any information pertaining to the Work Product, without taking requisite efforts to safeguard the Intellectual Property rights in the Work Product. Such Publications may be published after giving 10 (ten) Business days' prior written intimation to the Grantor. If no reply is received within the said 10 (ten) Business days from the date on which such

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intimation was sent to the Grantor, it shall be deemed accepted. The Grantor hereby reserves its right to comment and make changes to the Publications except in case of the scientific data or research contained therein. Further, the Publications and any details regarding the Project may be shared by the Grantee (or any of the Participants, as the case may be) to any governmental and regulatory authorities as may be required under Applicable Laws or for the purpose of and in the advancement of the Objective, subject to the intimation to be given to the Grantor as stated in this clause.

- 9.8. The Grantee acknowledges and agrees that it shall not (and shall procure that the Participants shall not) make any statement on any platform (being a conference, on social media, on any website or in any other mode and form) which is in conflict or contrary to any Applicable Laws, detrimental for the Project or detrimental for the Grantor (and its business including the Objective).
- 9.9. The Parties hereby agree and confirm that they shall (and in case of the Grantee, the Grantee shall and shall procure that the Participant(s)), whenever requested so to do by the other Party, whether during or after the expiry or early termination of this MoU execute and sign any and all applications, agreements, assignments and other instruments or comply with any formalities required under Applicable Laws, which the other Party may deem necessary or advisable in order to effect the rights of the Parties under this Clause 9.

10. CONFIDENTIALITY

- 10.1. Any Confidential Information disclosed by a Party or its Affiliates (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with or as a result of this MoU (whether deliberately or inadvertently, before on or after the date of this MoU) shall remain the property of the Disclosing Party and the Receiving Party shall maintain strict confidentiality and shall not disclose or use (either directly or indirectly) the Confidential Information for no purpose whatsoever other than as permitted under this MoU. The Receiving Party may disclose the Disclosing Party's Confidential Information to its officers, employees, and advisors on a need-to-know basis (together defined as "**Personnel**") but shall, and shall procure that the Personnel shall be bound by the confidentiality obligations as stated in this Clause 10 and procure that such Personnel shall sign a non-disclosure agreement (in a form acceptable to the Grantor) agreeing to be bound by the confidentiality obligations provided herein.
- 10.2. The obligations of confidentiality set out in this Clause shall not extend to any information which: (a) becomes generally available to the public other than as a result of a wrongful disclosure by the Receiving Party; (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party under this MoU, (c) becomes known to the Receiving Party, after due inquiry, on a non-confidential basis from a third party who does not have any direct or indirect obligation of confidentiality to the Disclosing Party therefor; (d) is developed subsequently and independently by the Receiving Party, as evidenced by the written records of the Receiving Party; (e) by written authorization has been approved for use or release by the Disclosing Party; or (f) is agreed to be non-confidential by the Disclosing Party in writing. The fact that information included in the Confidential Information is or otherwise becomes available to the Receiving Party hereto pursuant to clauses (a), (b), (c), (d), (e), or (f) above shall not relieve the Receiving Party or any of its Affiliates or the Personnel from their obligations under this MoU with respect to the balance of the Confidential Information.
- 10.3. In the event the Receiving Party receives a demand by legal process or is otherwise required by Applicable Law to disclose any of the Confidential Information (including in relation to enforcement of its rights under this MoU), the Receiving Party will, to the extent

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permitted by law, provide the Disclosing Party with prompt written notice of such demand or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such a protective order or other appropriate remedy is not obtained in a timely manner, the Receiving Party agrees that it will furnish only that portion of the Confidential Information which, in the opinion of the Receiving Party's legal counsel, the Receiving Party legally is compelled to disclose and the Receiving Party agrees to take commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information which is being disclosed.

- 10.4. A Disclosing Party may at any time or upon expiry or termination of this MoU, direct the other Receiving Party to return, delete or destroy, as specified by the Disclosing Party, all of the Disclosing Party's Confidential Information which it has in its possession or under its control including without limitation all originals and copies of such Confidential Information.
- 10.5. All Confidential Information shall remain exclusive and proprietary asset of the Disclosing Party and the Disclosing Party will continue to retain all right, title and interest in the Confidential Information at all times. Nothing contained herein shall be construed, whether expressed or implied (unless provided specifically in this MoU), as giving the Receiving Party or any of its Affiliates or Personnel any license or right with respect to such Confidential Information or any patent, trademark, trade secret or copyright or application thereof.
- 10.6. The obligations of the Parties under this Clause 10 shall continue during the term of this MoU and for a period of 3 (three) years from the date of expiry or earlier termination of this MoU.
- 10.7. The provisions of Clause 10.4 shall not apply to copies of Confidential Information exchanged electronically and retained as a part of automatic system back-up or archiving of its information technology systems, which the Receiving Party, its Affiliates or its advisers are required to retain under Applicable Law or the Receiving Party's internal compliance guidelines, or which are not accessible to the Receiving Party, its Affiliates or its advisers in the ordinary course of business and without due authorization, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

11. INDEMNITY

- 11.1. The Grantee ("**Indemnifying Party**") shall indemnify, defend and hold harmless the Grantor, its Affiliates and their officers, representatives, agents, directors and employees ("**Indemnified Parties**") from any and all Claims that arise out of, are incurred in connection with or related to: (a) failure to comply with or breach or violation of its obligations under this MoU and in particular breach or misrepresentation of any representations and warranties; (b) breach of any Applicable Law; (c) personal injury, illness or death, or loss or damage to third party property arising from the Grantee's act or omission; (d) any willful misconduct, wrongful or negligent act or omission by the Grantee in connection with the performance of this MoU; or (e) misuse, misappropriation or unauthorized use of the Grant (or any portion thereof) by the Grantee.
- 11.2. Notwithstanding the above or anything else contained in this Agreement the Indemnified Parties shall not be liable to the Indemnifying Party, or have any obligation, as the case may be, for any indirect, incidental, special, consequential, exemplary or punitive damages including but not limited to any loss of profits, revenue and expected savings.

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11.3. provisions of this Clause 11 shall survive the termination or expiration of this Agreement.

12. TERMINATION

12.1. The Grantor may, at any time during the Term, terminate this MoU by giving a [30 (thirty)] days prior written notice to the Grantee with or without any reason.

12.2. Without prejudice to its other rights and remedies, the Grantor may, by giving prior written notice to the Grantee, terminate this MoU with immediate effect:

- (a) if the Grant is utilised for any purpose other than the Purpose;
- (b) if the Grantee commits a breach or upon non-performance of any of its obligations under this MoU (other than those as specifically mentioned below) and, where such breach is capable of remedy, fails to remedy the same within 30 (thirty) days after receipt of a written notice from the Grantor giving particulars of the breach and requiring it to be remedied; or
- (c) in case of any fraud, misconduct, neglect or negligence on the part of the Grantee in connection with the Grant.

13. CONSEQUENCES OF TERMINATION

13.1. Upon expiry or termination of this MoU pursuant to Clause 12 of this MoU:

- (a) The Grantor shall be under no obligation to provide any disbursement towards the Grant to the Grantee.
- (b) The duties and responsibilities of the Grantee under this MoU shall continue in full force and effect in relation to the ongoing Participant Projects at the time of such expiry or termination.
- (c) The Grantee shall not (and shall procure that the Participant(s) shall not) use the funds already disbursed but not deployed or utilised for any purpose other than the Purpose.
- (d) The Grantee shall further ensure that it shall and shall procure that all the Participant(s) of completed Participant Projects shall not use the Work Product in for any of the activities set out in **Schedule 4**.
- (e) The license to the Grantor IP pursuant to Clause 9.1 shall stand terminated automatically without any further act of any person, and the Grantee shall immediately cease to use the Grantor IP.
- (f) The license to the Grantee IP pursuant to Clause 9.5 shall stand terminated automatically without any further act of any person, and the Grantor shall immediately cease to use the Grantee IP.
- (g) The Grantor and the Grantee shall (and the Grantee ensure that the Participant(s) shall transfer, deliver or return all the Confidential Information disclosed by the Disclosing Party and forthwith cease to use all Confidential Information disclosed by the Disclosing Party, and to sign such confirmation of cessation of use as is required by the Disclosing Party.

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- 13.2. Upon expiry or termination of this MoU and subject to Clause 10, all rights of the Grantee under this MoU shall automatically terminate without liability of any nature whatsoever of the Grantor.: Clause 1 (*Definition and Interpretation*), Clause 9 (*Intellectual Property*), Clause 10 (*Confidentiality*), Clause 11 (*Indemnity*), Clause 13 (*Consequences of Termination*), Clause 14 (*Notices*) and Clause 16 (*Miscellaneous*) of this MoU, shall survive the expiry and termination of this MoU.

14. NOTICES

- 14.1. **Form of Notice:** Any notice consent, request, demand, approval or other communication to be given or made under or in connection with under this MoU (each, a "**Notice**" for the purposes of this Clause 14 (*Notices*)) shall be made in writing, in English, signed by or on behalf of the Party giving it, and delivered to the following addresses of either Party:

- 14.2. **Method of Service:** Service of a notice must be effected by one of the following methods and shall considered to be completed: (i) at the time of delivery, if delivered personally; (ii) upon a delivery report being generated for the sender of the e-mail, if sent by e-mail; or (iii) 5 (five) days after the time and date of posting, if sent by pre-paid recorded delivery or international courier. However, if receipt of any notice occurs after 6.00 PM or is not on a Business Day, receipt of the notice shall be deemed at 9.00 AM on the next Business Day.

- 14.3. **Address for Service:** Notices shall be addressed as follows:

(a) Notices to the Grantor:

Name : Mr. Sandeep Nailwal
Address : Delflandlaan 1, 1062 EA Amsterdam, the Netherlands,
Mobile Number : +971581546360
E-mail : sandeep@blockchainforimpact.nl

Name : Mr. Ritesh Arora
Address : Delflandlaan 1, 1062 EA Amsterdam, the Netherlands,
Mobile Number : +971522122649
E-mail : ritesh@blockchainforimpact.nl

(b) Notices to the Grantee:

Name : Dr.Arjun Agarwal
Address : Keshlata Hospital Campus,Delapeer, Bareilly, Uttar Pradesh, India – 243 112,
Mobile Number : +91 93897 33360
E-mail : arjunbly@hotmail.com
Attention : Authorised Signatory

- 14.4. **Change of details:** A Party may change its address for service provided that it gives the other Parties not less than 5 (five) days' prior notice in accordance with this Clause 14. Until the end of such notice period, service on either address shall remain effective.

15. FORCE MAJEURE EVENT

- 15.1. Neither Party shall be considered in default in the performance of its obligation under the MoU, if such performance is prevented or delayed on account of war, civil commotion, strike, epidemics, accidents, fires, unprecedented floods, earth quake or because of promulgation of any law or regulations by the Government, unforeseen breakdowns or

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account of any other Acts of God ("**Force Majeure Event**"). If the performance by the affected Party of any of its obligations under this MoU is prevented or delayed by Force Majeure Event for a continuous period in excess of 3 (three) consecutive calendar months, the Grantor shall have the right to terminate this MoU, in its sole discretion, with immediate effect by giving written notice to the Grantee in accordance with Clause 12 of this MoU.

16. MISCELLANEOUS

- 16.1. **Cost and expenses-** Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsels incurred by it in relation to this MoU and the transactions contemplated herein including the preparation and negotiation of this MoU. The Grantee shall bear the stamp duty payable on this MoU.
- 16.2. **Non-disparagement-** The Grantee shall not (and shall cause that none of the Participants shall), either during the Term or anytime thereafter, do or say anything, make or publish any public statement or statement with regard to the Grantor or any of its Affiliates, or their directors, officers, consultants, advisors, employees, agents or contracting parties or the operations, whether written or oral including on any social media, that could reasonably be at risk of being relayed to the public, or which is harmful to the Grantor's goodwill, business or which may lead a person who has dealt with the Grantor at any time, to cease to deal with the Grantor.
- 16.3. **Assignment-** No Party shall assign this MoU, or any rights, or benefits arising out of or in relation thereto without the prior written consent of the other Party.
- 16.4. **Severability-** Each obligation under this MoU shall be treated as a separate obligation and shall be severally enforceable as such. In the event of any provision or provisions of this MoU being declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision or provisions of this MoU shall be deemed to be deleted from this MoU, and any such deletion shall not affect the enforceability of the remainder of this MoU which are not deleted. No Party shall be considered to be in breach of such provision (which becomes invalid or unenforceable), and the Parties shall promptly negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity or unenforceability.
- 16.5. **Further assurances-** Each Party agrees to take or cause to be taken such further actions, and to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such, as may be reasonably required or requested by the other Party in order to effectuate fully the purposes, terms and conditions of this MoU.
- 16.6. **Amendment-** This MoU may not be amended, altered, modified or supplemented except by a written instrument executed by each of the Parties provided however, the Grantor shall at all times be entitled to update, alter or modify the list of Grantor IP set out in **Schedule 3** and provisions relating to the Grantor IP shall apply to such updated, altered or modified list of the Grantor IP.
- 16.7. **Waiver-** No waiver of any breach of this MoU will be binding unless waived in writing by the Party against whom such waiver is charged. The waiver to enforce any provision of this MoU shall not operate as a waiver of any future breach of any such provision or any other provision hereof. No failure or delay by a Party in exercising any right, power or remedy under this MoU shall operate as a waiver thereof, nor shall any single or partial

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exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

- 16.8. **Governing Law** - This MoU or any matter, claim or dispute arising out of or in connection with this MoU, and including its negotiation, existence, validity, or enforceability thereof shall be governed by and construed in accordance with laws of India and subject to the arbitration provisions of Clause 16.10. below, the courts of New Delhi (India) shall have the exclusive jurisdiction with respect to any dispute arising out of this MoU.
- 16.9. **Dispute Resolution**- In case of any dispute, controversy or difference between the Parties arising out of or relating to this MoU (including a dispute relating to the validity or existence of this MoU) ("**Dispute**") not being resolved within fifteen (15) working days after the Dispute arises by mutual consultation and discussion between the Parties, any Party to the Dispute shall be entitled to refer to the courts of New Delhi (India) for its resolution.
- 16.10. **Non-exclusive remedies and specific performance** - The rights and remedies provided in this MoU are individual and none is exclusive of any other or of any rights or remedies that any Party may otherwise have at Applicable Laws or in equity. The Parties agree that damages may not be an adequate remedy, and the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the other Party from committing any breach, default or violation or enforce the performance of the covenants, warranties or obligations contained in this MoU, as available under Applicable Laws.
- 16.11. **Entire agreement**- This MoU and the exhibits, schedules or annexures thereto contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- 16.12. **Counterparts**- This MoU may be executed simultaneously in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "**portable document format**" ("**.pdf**") shall be as effective as signing and delivering the counterpart in person.
- 16.13. **No Partnership or Agency**- Nothing in this MoU (or any of the arrangements contemplated by it) shall be deemed to constitute a partnership between the Parties, nor, except as may be expressly set out in this MoU, constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

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IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this MoU in a manner binding upon them as of the Execution Date.

For

**STICHTING BLOCKCHAIN FOR IMPACT
FOUNDATION**

Signed by:
Signature: Sandeep Nailwal
2AAD37A1924D4D2

Name: Mr. Sandeep Nailwal

Title: Chairman

Signed by:
Signature: Ritesh Arora
CEE64D8697D5477

Name: Mr. Ritesh Arora

Title: Treasurer

For

**ROHILKHAND EDUCATIONAL
CHARITABLE TRUST**

Signature: Arjun

Name: Dr. Arjun Agarwal

Title: Prof (Dr)

[The Schedules follow the signatures]

Schedule 1

Project - Scope of Work

1.1. Infrastructural Requirements

- Provision and preparation of at least 3000 sq. ft. (two thousand square feet) exclusively for incubation activities. Such a facility shall have the appropriate laboratory space and equipment required by the Participants of the Projects.
- Provision and maintenance of secure facilities for the development of prototypes and the safe storage of equipment.
- Provision of a minimum of 3 (three) private, lockable chambers which remain available and maintained in a satisfactory manner.

1.2. Operational Requirements

(a) Staffing Requirements

- The hiring for the Head of Incubation Centre and Coordinator will be conducted by the Grantor from a pool of candidates nominated by the medical institution. A minimum of 3 (three) nominations is required for each position.
- The Head of Incubation Centre and Coordinator must be full-time and exclusively dedicated to the Project. Their commitment is crucial for the Project success and for effectively supporting the participating startups.
- The Head of Incubation Centre provides strategic leadership and vision for the entire Project. The responsibilities of the Head of Incubation Centre include:
 - i. setting the incubation center's goals and long-term strategy,
 - ii. building a strong network of mentors, investors, and industry partners,
 - iii. overseeing the selection of projects and managing the incubation process.
 - iv. securing grants and other funding for the incubation center and the participating start-ups, and
 - v. serving as the primary point of contact and representative for the incubation center.
- The Coordinator handles daily operations of the incubation center. The responsibilities of the Coordinator include:
 - i. managing the incubation center's physical space, including project team chambers and prototyping areas,
 - ii. acting as the liaison between the participating projects, the Head of Incubation Centre, and the college's clinical departments,
 - iii. organizing events, workshops, and committee meetings, and

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- iv. assisting participating projects with administrative tasks and ensuring access to resources.

(b) Mentorship Network

- The Grantee is required to establish structured access to clinical experts, researchers, and industry mentors.
- The Grantee is required to create an expert committee under the Head of Incubation Centre, which is required to meet at least once per month to address operational and startup-related issues, with minutes sent to the Grantor monthly ("**Expert Committee**"). This Expert Committee shall comprise of:
 - i. representatives from each clinical department (including super-specialties) of the Grantee College, as well as any translational medicine/research units or department in the institution,
 - ii. Head of the Clinical (Bio)Chemistry Laboratory, and
 - iii. representatives from the nursing department of the Grantee College.

(c) Clinical Access

- The Grantee shall implement a documented process for requesting clinical data, securing ethics approvals, and conducting trials/validation studies.

1.3. Engagement with Start-Ups and Students

- The Grantee is required to host a minimum of 3 (three) and a maximum of 5 (five) start-ups at a time that have been nominated by the Grantor on an annual basis.
- The Grantor is required to support student and college-led innovation through:
 - i. orientation programs on entrepreneurship and med-tech,
 - ii. workspace and prototyping support for student-led projects,
 - iii. in-house innovation nurturing alongside external start-ups, and
 - iv. provision of validation resources and clinical trial pathways for all incubated start-ups.

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Schedule 2

Eligibility Criteria

Participants should adhere to the conflict-of-interest policy of the Grantee and shall not have any conflict of interest with any member of the selection committee of the Grantee.

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Schedule 3

List of Grantor IP

A list of Grantor's Intellectual Property, referred as Grantor's Brand Identity will be provided to the counterparty in writing by the Grantor from time to time.

Schedule 4

Areas where Work Product and Work Product IP cannot be used or exploited

The Work Product and Work Product IP shall not be used for illegal or unethical product development.

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Schedule 5

List of Grantee IP

BAREILLY INTERNATIONAL UNIVERSITY and all its constituent, affiliated and hosted colleges, hospitals and institutions along with their names and logos. All research and related products. Software and databases. Research data and all IP generated by its faculty and staff.

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Schedule 6

Designated FCRA Account

FCRA Registration No. 136300031

Registered name Rohilkhand Educational Charitable Trust

Registered address Keshlata Hospital Campus
Delapeer, Bareilly – 243122.
Uttar Pradesh.

FCRA Certificate Validity 01/10/2023 to 30/09/2028

BANK DETAILS:

Account name: Rohilkhand Educational Charitable Trust

Account No.: 00000040252180688

Bank name & branch: State Bank of India's New Delhi Main Branch, 11 Sansad
Marg, New Delhi – 110001

CIF No.: 80417178510

IFSC code: SBIN0000691

MICR code: 110002087