

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



A company of Realtek, an Ed-Tech

&



**GOUTHAMI INSTITUTE OF TECHNOLOGY AND
MANAGEMENT FOR WOMEN**

Address:

3rd Floor, Building 1564, 27th Main Rd,
Sector 2, HSR Layout, Bengaluru,
Karnataka 560102



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100/-

e-Stamp

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 Unique Doc. Reference : SUBIN-KAKAGCSL0875968078669451W
 Purchased by : ELEWAYTE A COMPANY OF REALTEKH SOFTWARE SERVICES
 Description of Document : Article 4 Affidavit
 Property Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ELEWAYTE A COMPANY OF REALTEKH SOFTWARE SERVICES
 Second Party : GITAM FOR WOMAN PRODDATUR
 Stamp Duty Paid By : ELEWAYTE A COMPANY OF REALTEKH SOFTWARE SERVICES
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

This Memorandum of Understanding (the "MOU") is signed and executed as of this
14/11/24 (the "Effective Date")

Between

1. Elewayte – A company of Realtek Software Services Pvt Ltd, an Ed-Tech Company having its registered office at 1564, 3rd Floor, 27th Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka (Hereinafter referred to as "First Party")

And

2. Gouthami Institute of Technology and Management for Women, a College with a registered address of Jammalamadug - Proddatur Road Sai Nagar, Peddapattipalle(V), Proddatur(M), Andhra Pradesh 516361, (hereinafter referred to as ("Second Party") Hereinafter collectively also referred to as the "Parties"

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.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.

M. Suresh

Chyfan

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14/11/24 (the "Effective Date")

Between

1. **Elewayte** – A company of Realtek Software Services Pvt Ltd, an Ed-Tech Company having its registered office at 1564, 3rd Floor, 27th Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka (Hereinafter referred to as "**First Party**")

And

2. **Gouthami Institute Of Technology And Management For Women**, a College with a registered address of Sai Nagar, Peddasetty Palli, Proddatur, YSR Kadapa, A.P -516360, (hereinafter referred to as ("**Second Party**") Hereinafter collectively also referred to as the "**Parties**")

WHEREAS The purpose of this MOU is to develop academic and research collaboration through resource sharing, seminars, webinars, guest talks, industry visits, projects and internships (Training) between the two organizations.

NOW, THEREFORE Both the organizations enter into this formal statement of Collaboration in the form of Collaboration MOU to promote more effective use of each of their resources, provide each of them with enhanced opportunities and develop cooperation through various activities. In consideration of the above recitals, the Parties hereby agree as follows:

DEFINITIONS:

In this MOU the following words have the meanings set opposite them unless the context indicates otherwise:

"MOU" shall mean and include this MOU together with all Schedules, Exhibits and Annexures hereto and letters exchanged between the Parties which are incorporated herein by reference and any of the foregoing as may be amended or supplemented from time to time pursuant to the terms hereof.



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"**Effective Date**" shall mean the date of signing this MOU.


"**Service(s)**" shall mean webinars organized by the Company and also training programs for the students "**Applicable Law**" means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, resolution, order, directive, guideline, policy or other similar form of decision of, or determination by, or any interpretation or adjudication, in each case, by any concerned Government Authority having jurisdiction over the matter in question in India, as maybe applicable, and having the force of law including Credit Information Laws and IT Laws;

"**Confidential Information**" means the data and/or databases, messages, text, images, information, knowledge, in or on any medium or format and all information in whatever form, whether in oral, tangible, documented or electronic form.

"**Government Authority**" means the government of India, any state or local government of India, or any political subdivision thereof, or any agency, court, tribunal or body or authority, by whatever name called, in India, exercising executive, legislative, judicial, regulatory or administrative functions.

TERMS AND CONDITIONS:

1. The Second Party shall promote First Party's upskilling programs to their students and shall provide an opportunity for First Party to conduct seminars/webinars to build awareness around upskilling in new age technologies.
2. First Party shall support the Second party by sponsoring any annual fest, and events on a time-to-time basis, these event sponsorships shall be evaluated on a case-to-case basis depending on budget requirements
3. This MOU shall commence on 14/11/24 (**Commencement Date**) and remain in effect for a period of **5 Years**. This MOU may be extended by mutual written consent of both parties.
4. First Party shall issue the course completion certificate to students with institution logo in it if required.
5. The First Party shall take the responsibility to update the students about the training programs which they have registered for.



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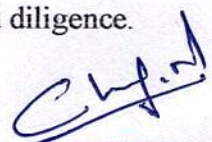
INTELLECTUAL PROPERTY RIGHTS:

All content created under this MOU including without limitation all notes, reports, documentation, and deliverables shall be the sole property of the First Party, and First Party hereby assigns to the Second Party all right, title and interest therein, including but not limited to all copyrights, patent rights, trade secret rights and other proprietary rights therein. The First Party and the Second Party agree that any breach of this MOU would result in serious damage sustained by the other, the party agrees to waive any rights it may have to oppose the granting of any equitable relief available to it under applicable law.

REPRESENTATIONS AND WARRANTIES:

The parties hereby represent, warrants and confirms each other that:

1. First Party hereby represents and warrants to Second Party on the date of this MOU: it has been duly incorporated and organized, validly exists under the laws of India and has the corporate power and authority to own, hold, use, operate its trade and assets to carry on its business, as currently conducted in accordance with the terms of this MOU.
2. First Party has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures.
3. First Party has not and will not violate, breach any covenants, stipulations or conditions of any MOU, deed entered into with Second Party with any third party(s)
4. First Party has the corporate power and authority to execute, deliver and perform this MOU and all corporate actions on the part of the board of directors or shareholders, necessary for the authorization, execution, delivery of and the performance of all its obligations under this MOU have been taken.
6. First Party confirms by entering into this MOU and the transactions contemplated herein, it will not violate any of its constitutional documents and any Applicable Law.
7. First Party has full authority and right to enter this MOU and perform its obligation under this MOU.
8. First Party shall perform the services with reasonable care, skill and diligence.



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SEVERABILITY:

If any provision of this MOU shall contravene or be illegal, invalid or unenforceable under the laws of any State, Country or jurisdiction in which this MOU shall be performed or enforced, then such contravention, illegality, invalidity or unenforceability shall not invalidate the entire MOU. Such provision shall be deemed to be modified to the extent necessary to render it valid, legal and enforceable, and if no such modification shall render it valid, legal and enforceable, then the MOU shall be construed as if not containing the provision held to be invalid, and the validity, legality and enforceability of the provisions or covenants of this MOU shall be unaffected, and the rights and obligations of the Parties shall be construed and enforced accordingly.

FORCE MAJEURE:

If either of the parties to the MOU are prevented from the performance of this MOU by force majeure such as government action or inaction, war, serious fire, flood, typhoon, earthquake, other natural calamities or other forces beyond the control of the parties, the time for the performance of the MOU shall be extended by a period equal to the effect of those causes and neither party shall be responsible for loss or damages due to the delay. The party so prevented by force majeure shall notify the other party by telex, cable or fax as soon as possible from the time of the occurrence of the force majeure.

NOTICES:

All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to such Party at its address or via email.

GOVERNING LAW:

The provisions of this MOU shall be governed by, and construed in accordance with Indian law. The Parties irrevocably submit themselves to the jurisdiction of the Courts in Bangalore, for resolution of any dispute arising out of this MOU.

M. Suresh

S. Suresh

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TERM & TERMINATION:

Subject to compliance with all terms and conditions, the term of this MOU shall be for **5 Years** from the Commencement Date. This MOU may be terminated on the expiry of the term or either Party may terminate this MOU by giving a prior thirty (30) days written notice to the other party.

This MOU may be terminated immediately under the following situations:

- a. In the event of Breach of Obligations under this MOU.
- b. In case of circumstances, including but not limited to, Fraud, Negligence, Misappropriation of facts, Dishonest, Misconduct and Prejudice.

DISPUTE RESOLUTION:

Both Parties agree to mediate first in case any disputes or claims arise between them and resolve the same amicably. In case the mediation fails between the parties to this MOU hereunder shall be settled through Arbitration before an arbitrator in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration proceeding shall be at Bangalore, India. The Arbitrator shall be appointed by the Company at their sole discretion.

ENTIRE MOU:

This MOU (including the Schedules hereto and letters exchanged between the Parties in furtherance hereof) constitutes the entire MOU between the Parties with respect to the subject matter hereof and supersedes all prior written MOUs, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this MOU. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. Neither this MOU nor any provision hereof is intended to confer upon any Person other than the Parties to this MOU any rights or remedies hereunder.

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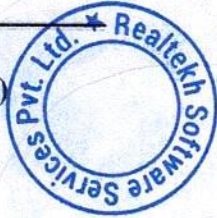
IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day, month and year first mentioned above.

EXECUTANTS:

WITNESSES:

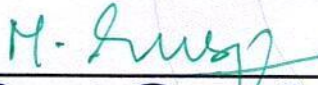
1.


(Chethan N)
(Co-Founder & AVP)
(First Party)



1) Name: Abhishek Kumar
Address: Bangalore
Signature: Kumar

2.


Dr. M. Rama Subbanna
Principal
GITAM for Women

PRINCIPAL
Gouthami Institute of Technology and
Management for Women,
Peddasettypalli (V),
Proddatur-516360, Kadapa (Dt.)

2) Name: D. Surendra
Address: T.P.O, GITAMW
Signature: [Signature]