

Memorandum of Understanding (MOU) for the Grovator® Platform

This Memorandum of Understanding (“**MOU**”) is made and entered into this <**Date-month-year**> by and between:

- A) **Grok Learning Private Limited**, (CIN: U80901MH2019PTC321155) a company incorporated under the Companies Act, 2013 and having its registered office at 12,Floor-3,Plot-29,B- Amba Bhuvan, Laxmibai Kelkar Marg, Sion Circle, Sion, Mumbai, Mumbai, Maharashtra, India, 400022, Maharashtra, India (hereinafter referred to as “**Grok**”, which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**; and
- B) <**Company Name**> having its registered office at <**Company Address**> India (hereinafter referred to as “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Grok and the Company shall hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

Grok and the Company have agreed to partner with each other in the following areas:

1. Grok is inter alia engaged in the business of providing products and services in the area of education using hands on approach in the area of robotics, IOT, 3D printing and data science for the colleges, schools and students;
2. The Company can publish new industry challenges in industry connect functionality of Grovator®. Students can participate and deliver their innovative solutions to the Company.
3. The Company will get access to industry-ready students with collaboration between Grok and colleges.
4. Students who have been trained using Grovator® platform and approach will get a chance to apply for internship/job opportunities with the Company.

NOW THEREFORE, in consideration of the mutual and dependent promises hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1. “**Grovator Platform**” shall mean platform developed by Grok to facilitate seamless and efficient learning for Students through various courses and problem statements.
- 1.2. “**Laws**” shall mean all statutes, enactments, and acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, treaties and orders of any authority which may have jurisdiction as amended or supplemented from time to time.
- 1.3. “**Students**” shall mean an individual that has enrolled in the course with Grok and has access to Grovator Platform.

2. Non-exclusivity

- 2.1. Either Parties acknowledges that this MOU shall not, at any time and in any manner whatsoever, prevent other Party from entering into any similar arrangement with other third parties.

3. Roles & Responsibilities of the Company

- 3.1. The Company shall during the term of this MOU post their use-cases on Grovator Platform for the Students to access.
- 3.2. The Company will have access to solutions submitted by the students.
- 3.3. The Company will be able to review and select the best solution out of all the solutions that are furnished by the Student on Grovator Platform.
- 3.4. The Company will share job vacancies in the areas of IoT, Robotics, AI, and 3D Printing with Grok and shall provide all the necessary assistance required by the students.
- 3.5. The Company shall ensure that it does not upload any vulgar, unethical, or offensive content in Grovator Platform.

4. Roles & Responsibilities of Grok Learning

- 4.1. Grok will provide access to Grovator Platform for the Students to develop a solution for the problem statements shared by the Company.
- 4.2. Grok will provide guidance to the students to be able to successfully develop the solutions.
- 4.3. Grok will provide access to the student-created solutions on Grovator Platform for evaluation by the Company.

5. Consideration

The Company agrees and acknowledges that Grok has entered into this MOU for the benefit of the students. During the Term of the MOU, Grok shall provide the Company access to Grovator Platform and in turn the Company shall upload the problem statement this arrangement is to provide exposure to Students and access to Company to get suitable Students that fits the industry criteria hence, this shall be considered as a sufficient consideration.

6. Term and Renewal

- 6.1. Subject to the termination rights hereinafter set forth, the term of this MOU shall be deemed to have commenced on the Effective Date hereof and shall be in force for a period of 1 (one) year from the Effective Date ("**Term**"). The Term of this Agreement shall be extended if the same is communicated by both the Parties in writing.
- 6.2. Notwithstanding anything contained herein, this MOU can be terminated by either Party by giving 30 (Thirty) days prior written notice.

7. Indemnification

Either Party shall fully indemnify, defend and hold the other Party including its representatives harmless from and against any liabilities, claims or demands relating to or may result from: (a) any breach of its obligations under this MOU; (b) the reasons of which are attributable to the Company or its representatives; and (c) breach of applicable Laws (d) gross negligence or willful misconduct.

8. Miscellaneous

- 8.1. **Assignment:** The Company shall not be entitled to assign or transfer any of its rights and liabilities hereunder to any third party.
- 8.2. **Reservation of Rights:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this MOU shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this MOU and

shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this MOU or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this MOU.

8.3. **Amendments:** This MOU shall be altered, modified or supplemented only in writing and when duly signed by all the Parties.

8.4. **Governing Laws and Dispute Resolution**

8.4.1. This MOU shall be construed under and governed by the substantive Laws of India, without giving effect to the conflicts of Laws provision thereof.

8.4.2. In the event any dispute or difference arises between the Parties out of or in connection with the interpretation or implementation of this MOU, or in connection with the breach, or alleged breach of this MOU (hereinafter referred to as the “**Dispute**”), the Parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably.

8.4.3. If the Dispute is not resolved amicably within thirty (30) days after either of the Party informing the other Party in writing of the existence of the Dispute, then either Party may refer the dispute for resolution by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

8.4.3.1. All proceedings in any such arbitration shall be conducted in English language and the seat of arbitration shall be Mumbai, Maharashtra.

8.4.3.2. The arbitration shall be conducted by a sole arbitrator mutually appointed in accordance with the Arbitration Act. No officer, director, shareholder, employee, representative or relative of any Party may be nominated or appointed as an arbitrator.

8.4.3.3. The arbitration award made by the sole arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

8.4.3.4. Each Party shall bear its respective costs unless otherwise awarded by the sole arbitrator.

8.4.4. Subject to Clause 8.4.3. above, the courts at Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of this MOU.

8.5. **Severability:** If any part of this MOU is unenforceable because of any rule of law, public policy or for any other reason, such unenforceable provision shall be severed from this MOU, and the remaining provisions of this MOU shall remain in full force and effect.

GROK LEARNING PRIVATE LIMITED

Mr. Nitin Komawar

(Co-founder)

<Date>

<COMPANY NAME>

<Name>

(Designation)

<Date>

***This is an electronically generated signature and holds the same validity as a physical signature.