MEMORANDUM OF UNDERSTANDING

This Agreement is made on this ---------------------------------- (day date)

Between

**M/s INSTA ICT SOLUTIONS PRIVATE LIMITED (CIN- u74999pn2015ptc157397)** incorporated under the Companies Act, 2013 and having its Registered Office at Flat No. C-103, Kapil Abhijat Building, C Dahanukar Colony, S.No. 30/1A/1/ Kothrud, Pune-411038, hereinafter referred to as **“COMPANY/SELLER/ISSUER”,** “FIRST PARTY”, acting through **(1) MR.YESHWANT VISHU SHINDE**, Director AND **MR. SHRIKANT MANOHAR KULKARNI**, Director for and on behalf of the Board of Directors of the**“COMPANY/SELLER/ISSUER”**

**AND**

**MR.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**S/O**\_\_\_\_\_\_\_\_**resident\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_herein after referred as the **“PURCHASER”, SECOND PARTY.**

**WHEREAS INSTA ICT SOLUTIONS PRIVATE LIMITED,** hereinafter referred as **“COMPANY”** incorporated under the Companies Act, 2013 having registered office at Flat No. C-103, Kapil Abhijat Building, C Dahanukar Colony, S.No. 30/1A/1/ Kothrud, Pune-411038,

The Authorised share capital of the is Rs. 10,00,000/- divided into 100,000 equity shares of the face value of Rs. 10/- each. (Rupees Ten each)

The issued share capital of the Company is Rs. 100,000/- (Rs. One Lac) divided into 10,000 equity shares of the face value of Rs. 10/- (Rupees Ten each)

**NOW THIS AGREEMENT WITHNESSTH AS FOLLOWS:**

“PURCHASER” has agreed to acquire shares of the “Company”, upon the terms and the conditions contained herein-

1) Company is agreed to issue shares to party in second part up to the 15% of total shareholding as on -----------------against the consideration of Rs ten ( 10/-) each per share(at par)

2) Upon issue of the equity shares of the Company, the second party will be minority shareholder of the Company and total shareholding of the party in 2nd part in any point of time shall not exceed 15% of the total paid-up capital of the Company.

3) New equity shares allotted shall rank pari passu with the existing equity shares of the Company.

4) Party in 2nd part in future, likely to get involved into the Company as a strategic partner, hence may be working full time or part time in the Company as employee/ associate/consultant on the terms & conditions mutually agreed in between both the parties. Shareholder will also be getting involved as shareholder as mentioned in point

No. 1.

5) In case, Party in 2nd part starts working based on clear defined roles and responsibilities and expected outcomes of his/her employments on full time basis (i.e. 9 am to 5 pm on Monday to Friday), then in that case he/she will be eligible for a monthly salary of Rs. 20,000/- (Rs. Twenty Thousand Only). In case shareholder opts to work part time (weekly 20 hours as per business need), in that case he/she will be eligible for a monthly salary of Rs. 10,000/- (Rs. Ten Thousand) only. If He/she is working full time or part time , then he/she will be eligible for travel, conveyance at actual as per business needs & as per company policies and norms. Above mentioned remuneration structure will be applicable w.e.f. April 2016. This salary structure will be reviewed on annual basis & will reflect company’s overall revenue/ profits/ contributions of the concerned shareholder & future prospects of the company & specifically shareholders potential and ability / expected performance oriented outcome in next financial year. The final decision in this matter will be taken by MD of the company in consultation with other active board members.

6) In case Party in 2nd part does not or unable to work full time then he or she will not be eligible for remuneration or allowances or perks. However, If he/she attends an important meeting with other shareholders in that case respective shareholder will be paid sitting fees of Rs. 500/- (Rs. Five Hundred Only) for each such meeting.

7) As Company is inducting strategic shareholders, it is expected that they will form core team to take strategic decisions about the business, its direction, growth plan in a healthy, transparent & cohesive manner. Discussion or debate based on facts, data points should be the basis of arriving critical financial & business decisions. Every strategic shareholder will get fair chance to express their views and counter views, however once a well thought out decision is arrived, it will be followed in letter & spirit by all shareholders and it will be backed up by appropriate resources for its execution. As a matter of routine, all shareholders shall meet at least once in two weeks in person or through conference calls so as to maintain constant and updated communication amongst all.

8) Employment of shareholder's relative or friend –

In case any of the close relative or friend of the shareholder is to be appointed in the company, then concerned person’s past experience, education, back ground & likely contribution in the business, role etc. will be reviewed by the Board of directors and appropriate decision will be taken to fix remuneration, position, role etc. The final decision in this matter will be taken by MD in consultation with Board members.

This is also applicable for appointment of consultants/ associates/ business partners so that company’s long term interests are protected.

9) Lock in period of investment as shareholder -

The Lock in period for the shareholders’ investment will be at least 5 (Five) years. In case any one of the shareholders is keen to sell his/her shares after five years, then the promotor directors will have first right of refusal. The price of the share will be decided based on Book value/market value (whichever is higher). Market value will be assessed by independent CA firm and its cost of valuation will be borne by the Buyer & seller equally.

10) Debt raising –

Whenever company has to raise loans/debts for its business expansions, it may be necessary to mortgage or provide assets as security to financial institutions.

In such an event till the time company does not its own assets, individual shareholder/ directors will be responsible to provide security (like deposits / fixed assets / personal /bank guarantees) in same proportion like that of their respective shareholding proportion.

11) That all questions relating to the validity, interpretation or performance of this agreement will be governed by the Indian Laws.

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and the year first above written.

Signed and delivered by the Party One through the hands of:

1. Shri ………………
2. Shri ………………….

Signed and delivered by the Party second through the hands of:

1. Shri ………………
2. Shri ………………….

Witness-

1) Name/address/sign

2) Name /Address/sign