

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated 13/06/2022 is entered into in the spirit of cooperation and collaboration

BETWEEN

Web3 Bharat [W3B, in short] having its office located at 168, Second Floor, Hotel Sandhu Palace, Opposite Circuit House Rd, Ajit Colony, Jodhpur, Rajasthan-342001 (hereinafter referred to as 'First Party' which expression shall mean and include its legal heirs, administrators and permitted assigns)

AND

A.C Patil College of Engineering [A.C.P.C.E in short] with office located at 23J6+6JC, Sector 4, Kharghar, Navi Mumbai, Maharashtra 410210 (hereinafter referred to as '**Second Party**' which expression shall mean and include its legal heirs, administrators and permitted assigns) (collectively referred to as the "**Parties**"), for Purpose of **creating buidler hubs to spread awareness by providing Web3 knowledge, resources and accessibility to enthusiasts and beginners for building India's largest Web3 community.**

WHEREAS

A. This Memorandum sets out the initial relationship between the parties as well as the respective rights and responsibilities of each Party.

B. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

C. The Parties agree that mutual covenants and obligations of each Party as set out in this MoU is sufficient consideration for the purposes of this Agreement.

NOW THEREFORE IN CONSIDERATION OF the mutual promises and covenants set forth herein, the parties hereto agree as follows:

(1) Project and Purpose

(a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as **Buidlr Hub(s)** ("the Project").

(b) The project has the following purposes:

- i. To connect Web3 enthusiasts beginners or pros, educate them, provide networking opportunities to build, grow and scale Web3 community.
- ii. It is an agreement between the Parties (i.e., Web3 Bharat and school, colleges, co-working spaces, etc.) to work together in such a manner to encourage an atmosphere of education and cultural collaboration and building discord community by maintaining objectives and commitments with regards to all matters relating to setting up of Buidlr Hubs.

(2) Objectives & General Obligations

(a) The parties will use their best endeavors to achieve the purpose and to give effect to the terms of this Memorandum.

(b) Each party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the parties' relationships with one another and in order to pursue the purpose.

(c) It is not the intent of this MoU to restrict the first party to this Agreement from its involvement or participation with any other public or private individuals, agencies, or organizations.

(d) The second party shall contribute and take part in any and all phases of the planning and development of the project to the fullest extent possible.

(e) The hubs will have their own managing team and will be responsible to add value to the Web3 network.

(f) The MoU shall in no way obligate the First Party to supply funds to the Second Party to set up a Buidlr Hub & to maintain and/or sustain the activities of such Buidlr Hub.

(g) The primary goal of this project is to create a Buidlr Hub at schools, colleges, universities and co-working spaces of 2/3/4 tier cities for spreading awareness around Web3 to drive mass adoption.

(3) Roles & Responsibilities/Commitments of Parties

Web3 Bharat shall have following roles and responsibilities in relation to the project:

(a) Web3 Education

W3B shall educate the members of community or team in following ways:

- (i) Setting up seminars & webinars on a frequent basis to educate its members about Web3 and Crypto
- (ii) Collaborating with Web3 educators and content creators to provide its community members access to premium content and courses on Web3 Portal
- (iii) Organizing events and workshops relevant to Web3

W3B will also introduce a native Learn to Earn model with its W3B tokens forming the basis to incentivize members to raise to different levels of membership.

(b) Web3 Networking

- (i) W3B will conduct virtual/in-person meet-ups with community members from time to time
- (ii) W3B members to get access to one of one interactions with VCs & leading Entrepreneurs
- (iii) W3B to conduct Fireside chats & Water cooler sessions

(c) Opportunities to community members

- (i) W3B to provide placements in web3 ecosystem to its members
- (ii) Provide matchmaking platform for Web3 founders/entrepreneurs
- (iii) W3B helps its member entrepreneurs get funding from investors in its network
- (iv) W3B helps new W3B joiner/fresher to get internships to grow and learn

A.C. Patil College of Engineering, shall have following roles and responsibilities in relation to the project;

- To provide space and infra to set up the Buidlr Hub
- To make available a Web3 enthusiast's team [Likewise students of a college, university etc.]
- Help setup a nucleus of core members for running the Buildr Hub at their location

(4) Confidentiality

(a) The Second Party acknowledges that during the course of its engagement with First Party, it will have and/or has had access to information about First party and/or its affiliates or otherwise in its possession and that its engagement with First Party shall bring it into close contact with many confidential affairs of First Party, its affiliates, customers and users, it is the responsibility of Second party to maintain secrecy of such matter. Further, this MoU does not grant second party any rights in or to the first party's confidential information, except the limited right to use such confidential information in connection with the project under this MoU.

(b) For the purpose of this Memorandum, Confidential information may include but is not limited to information of whatever nature relating to the project or the First Party.

(5) Ownership of Intellectual Property Rights

First Party shall retain all right, title an interest in and to its own technology, information and an idea generated, intellectual property right produced(related to project) and no right, title or interest therein is transferred or granted to second party under this MoU.

(6) Term and Termination

(a) Both the parties agree that the terms of this MoU are effective upon date of signature and will continue in effect until **13/06/2023** unless earlier modified by mutual agreement or terminated earlier.

(b) First party may cancel/terminate this MoU at any time for cause or without cause by providing notice to the second party.

The Term 'Cause' shall include:

- i. an act of dishonesty, gross negligence, or other willful misconduct including but not limited to the commission or omission of an act or acts constituting fraud against First Party;
- ii. the Second Party's conviction of a crime, or the entering of any guilty plea in respect of such crime;
- iii. any violation of applicable laws including but not limited to jurisdictional laws, regulations, policies, etc. by the Second Party with regard to all matters related to set up of Buidler Hub;

(7) Independent Contractors

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

(8) Severability

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

(9) Force Maejure

In the event students/members are unable to complete the Program due to causes beyond the control of any party, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other causes beyond the reasonable control of the party obligated to perform, the affected party's failure to perform shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.

(10) Governing law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. Both the Parties agree to submit to the jurisdiction of courts of the State of Rajasthan, India.

Signature and date

The Parties hereby agree to the terms and conditions set forth in this MoU and such is demonstrated throughout by their signatures (through Authorized Representatives) below:

FOR AND ON BEHALF OF Web3 Bharat

Signature :

Name :

Designation:

Contact Info. :

Date :

FOR AND ON BEHALF OF A.C Patil College of Engineering

Signature :

Name :

Designation:

Contact Info. :

Date :