

MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Undertaking is made on 13-09-2023 this day, between

Spark Incubation Center; a project of Sagar Smart City Limited, Government of Madhya Pradesh, herein refer to as "Spark" having its office at old RTO premises, Tili Tiraha Sagar, M.P.-470002.

And

DEBARSHI GOOHA, Chief Growth Officer MPay Global Payments,
debgooha@gmail.com, Mobile no: 7506060219. Flat no 702, Charms Solitaire
Apartments, Ahinsa Khand 2, Nr. DPS School, Indirapuram, GZB 201014.

WHEREAS, Spark and DEBARSHI GOOHA are referred to individually as a "Party" and collectively as "Parties".

WHEREAS, both parties have come together to collaborate and to maximize the benefits from mutual interests and setting out the working arrangements that each of the entities agree are necessary for successful collaboration.

NOW, THEREFORE, it is hereby agreed by and between the undersigned parties as follows:

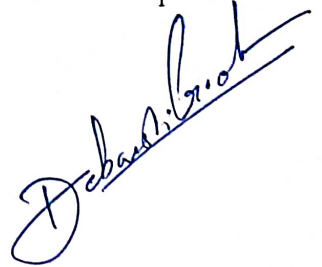
ARTICLE I: PURPOSE

The purpose of the collaborative relationship contemplated by this MOU is to offer potential synergy exchange and linkage opportunities for acceleration, pre-incubation and mentorship programs for the startups incubated at Spark Incubation Center.

ARTICLE II: BACKGROUND OF THE PARTIES

About Spark Incubation Center

Spark Incubation Centre is designed and operated by the Sagar Smart City Limited (SSCL), Madhya Pradesh State Government Company. This center is at the intersection of the start-up community, government, corporate, academic, and research sectors.



This center is in operation from 25th February 2021 and a range of services have been offered to the Incubatees, customized to the needs of them.

About DEBARSHI GOOHA

Deb Gooha is a highly experienced senior professional with an impressive track record of over 24 years in various domains including Marketing, Advertising, Communications, IT-Product, Telecom, VAS and Saas, Marketing Technology, and Payments.

Currently serving as the Chief Growth Officer (CGO) at MPay in UAE, nurturing existing clients GROWTH, expanding MPays product and revenue share with 300+ clients globally. Spearhead business development to ensure GROWTH for the business, create new customer markets, create new revenue markets for the company globally to enhance customer market share and revenue market share at a global scale.

Deb's accomplishments include the successful launch of several groundbreaking payment solutions in India, such as UPI payments in 2016, followed by RuPay debit cards, *99# payments on feature phones, Bharat bill payments, and IMPS at National Payments Corporation of India (NPCI) as the Marketing, Brand, and Alliance Head for India, Deb played a pivotal role in introducing numerous payment products, services, and solutions in countries like Bangladesh, Indonesia, Brazil, the UAE, and other global markets.

In addition to his corporate responsibilities, Deb is actively involved with T-HUB, a business incubation cell, where he serves as a business mentor. Through this role, he has successfully guided more than 20 tech-led start-ups in areas such as Cloud-tech, Ed-tech, EV-tech, Pay-tech, Neo Bank, and Fintech, assisting them in discovering their product market fit, devising pricing and monetization strategies, identifying scale-up opportunities, creating unique positioning and placement strategies, navigating go-to-market strategies, designing compelling product pitches, planning impactful brand engagements, crafting digital promotions, and generating PR and advocacy for these businesses on a global scale.

In recognition of his significant contributions to Digital Marketing Technology, Deb Gooha was honoured with the prestigious Best CMO award in 2020 by the CXO Tech Summit India.

ARTICLE III: CONSULTATION & EXCHANGE OF INFORMATION

- The mentor agrees to provide a minimum of four hours of mentorship per month to startups in the incubation program.
- The mentor will be available for communication with startups through email, phone, and in-person meetings as mutually agreed upon.

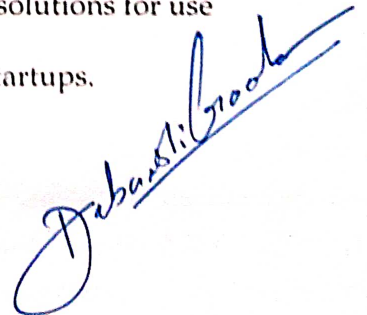
- The mentor will maintain confidentiality regarding any information disclosed by startups and will not disclose any information to any third party without prior written consent from the startup.
- The incubation center will communicate with the mentor and startups to establish mutually agreed upon meeting times and locations.
- Spark incubation center will facilitate communication between the mentor and startups and provide any necessary support to ensure the mentorship relationship is successful.
- Spark may invite the mentor for meetings, sessions and conferences under their auspices in which, in the opinion of either signatory, the mentor has an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.
- Spark may request the mentor to take sessions on the specified subjects through video conferences. And the information about the program and the mentorship in general can be shared on social media handles of respective stockholders social media accounts.
- Spark may request the mentor to take couple of startups to guide, mentor, and support and track the growth of the concerned startup(s).

ARTICLE IV: EXPECTATIONS & BENEFITS

Under the terms of this memorandum of understanding, the parties seek, within the scope of this agreement to:

- Create mutual understanding of the strategy and incubation needs of both the parties to enable broader understanding for Spark of the benefits and opportunities of working with mentor and assist their understanding of the benefits and opportunities of working with Spark.
- Identify synergies between the parties where they relate to each other's business strategies and common interests.
- Create opportunities for future joint or allied funding of activities and projects which translate science into innovative tools or solutions for use by either party.
- Sharing and development of relevant market place for startups.
- Mapping connections and priorities.

ARTICLE VI: SCOPE



The parties acknowledge and agree that the areas of collaboration are not exhaustive in nature and the parties shall in good faith, negotiate to elaborate upon the areas of collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligation of each party in relation to each of the areas of collaboration.

ARTICLE VII: VISIBILITY

This MOU is not legally binding and can be amended only in writing and subject to agreement by the parties. The parties have decided that neither party will acquire any rights to the intellectual property of the other party under this MOU. The parties recognize that the cooperative arrangements should be publicized.

ARTICLE VIII: TERM, AMENDMENT & TERMINATION

The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 24 (twenty-four) months renewable unless the MOU is terminated by either signatory upon 15 (fifteen) days' notice, in writing to other signatory. The MOU may be extended by mutual agreement of the parties, reflected in writing.

ARTICLE X: NOTICES & ADDRESSES

In Witness Where of the parties have executed and delivered this MOU in two original copies in English language as at the day and year first above written at Spark Incubation Center Sagar.

Spark Incubation Center

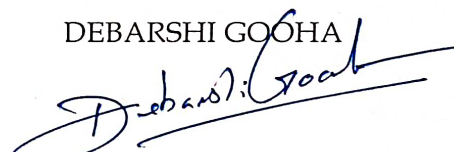
Seal & Signature

Authorized Person

Designation

Date
Sagar, India
Place

DEBARSHI GOOHA



Signature

DEBARSHI GOOHA
Authorized Person

Designation CGO

Date 13-09-23

Place Delhi NCR