



MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Undertaking is made on this 15th day of September 2023, between

Spark Incubation Center, a project of Sagar Smart City Limited, Government of Madhya Pradesh, hereinafter referred to as “**Spark**” having its office at ‘Incubation Building, Old RTO premises, Behind MSME /Tili Tiraha Sagar, Madhya Pradesh 470002, India.

and

Dr. Kishore Nuthalapati, Corporate Finance Professional, resident of Hyderabad, having his office at ‘BEKEM House’, #289, Road No. 6, Avenue 1, Kakatiya Hills, Madhapur (near Hitech City), Hyderabad 500081, India; Email id: okkishore@yahoo.co.in, hereinafter referred to as ‘Financial Mentor’.

WHEREAS, Spark and Dr. Kishore Nuthalapati 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 Parties 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), a 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 are being offered to the Incubatees, customized to the needs of them.

About Dr. Kishore Nuthalapati

Dr. Kishore Nuthalapati is an Economist and a Corporate Finance Professional with 25 years' experience in finance, banking, credit, project management, HR & legal. He holds Ph.D in finance, ACS (company secretary), and PG degrees in Commerce, Management, and Law with university level Ranks. He is on several Committees and Boards. He has been contributing to policy making bodies. He addressed several forums in and outside India including regulatory bodies, authorities, banks, and institutions. He is a regular speaker on TV and other media; authored many articles; and guided more than 1,000 research projects. Besides being a humble Angel Investor, he has been mentoring Startups, MSMEs, Scholars & aspiring Professionals.

Dr. Kishore has been championing for financial literacy and has also been contributing to the policies and plans in this regard by his wider participation in various programs, submissions, deliberations, and suggestions.

Since Dr. Kishore Nuthalapati is a Finance Expert and has rich experience of mentoring startups, he is invited to be part of this noble program for mentoring the startups in financial and related aspects, and where suitable to be on the Boards / Committees of Spark and of mentees, as may be required and mutually discussed.

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 a 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 V: 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 VI: 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 VII: TERM, AMENDMENT & TERMINATION

The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 24 (twenty-four) months and stands renewed automatically 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 VIII: 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

Dr. Kishore Nuthalapati

Seal & Signature

Signature

Name:
Authorized Person
Designation:

Name: Dr. Kishore Nuthalapati
Authorized Person: Self
Designation: Corporate Finance Professional

Date
Place: Sagar, India

Date: 15th September 2023
Place: Hyderabad