



Date: 04/07/2023

Memorandum of Understanding ("MOU")

This Memorandum of Understanding ("MOU") is between **GG Esports Ventures Private Limited (Party 1)** and **GGN x Sage University, Bhopal (Party 2)**, individually referred to as "Party", and collectively as "Parties".

The terms of the MOU are defined below.

1. **Purpose:**
The purpose of this MoU is to establish a gaming club at the Institution and provide a gaming education to support this initiative.
2. **Term:**
This MOU shall commence upon the effective date, as stated above, and will be valid for 3 (Three) years.
3. **Termination:**
This MOU may be terminated at any time by either party upon 30 (thirty) days written notice to the other party.
4. **Partnership Agreement:**
The parties shall execute a definitive partnership agreement within 90 (ninety) days, to broaden the purpose, and further define the objectives, scope of partnership, and obligations of the parties, following the signing of this MOU.
5. **Good Faith:**
The parties undertake to act in good faith concerning each other's rights in this MOU and to adopt all reasonable measures to ensure the realization of the purpose of this MOU.
6. **Representation and Warranties:**
Both parties represent that they are fully authorized to enter this MOU. The performance and obligations of either party will not violate or infringe upon the rights of any third party or violate any other agreement between the parties, individually, and any other person, organization, business, or any law or governmental regulation.
7. **Confidentiality:**
Both parties agree to maintain the confidentiality of any information exchanged between them under this MoU.
8. **Non-binding:**
This MOU is not intended to be construed as a binding agreement. A binding agreement will not occur unless and until the partnership agreement is executed between the parties.
9. **Intellectual Property:**
The intellectual property rights associated with the gaming club and gaming education lab shall be the property of GGN.
10. **Assignment:**
No party may assign either this MOU or any of its terms hereunder without the prior written approval of the other party.
11. **Governing Law and Jurisdiction:**
The provisions of this MOU shall be governed by the laws of India. The courts at Chennai shall have exclusive jurisdiction to entertain the matters/disputes arising out of this MOU and the Partnership Agreement.

Deliverables offered to GGNation:

The Institution shall be responsible for the following:

1. Promoting and publicizing the gaming club and its events to the student body and faculty members.
2. We are collaborating with GGN to ensure the smooth and effective functioning of the gaming club and gaming education.
3. GoodGame Nation APP and Campus Ambassador Program will be promoted through Mails, Whatsapp groups, or any other promotional strategy opted for by GGN x Sage University, Bhopal.
4. GGN x Sage University, Bhopal to consult with GoodGame Nation for any upcoming events, in terms of help/ aid/ benefits.
5. The college will provide a Faculty admin as a primary POC between the two parties

Deliverables offered by GGNation:

GGN shall be responsible for the following:

- Establishing a gaming club at the Institution that will organize and conduct gaming tournaments and events.
- Providing a gaming education and gaming technology to support the gaming club's activities.
- Providing gaming-related training to interested students and faculty members of the Institution.
- Conducting regular assessments and evaluations of the gaming club's activities and providing recommendations for improvement.
- Both parties will work together to promote the gaming industry and create opportunities for students to learn and grow in the field of esports and gaming.

The Parties agree to the terms of this MOU as demonstrated by their signatures below:

For Party 1

Signature:
Name: Abhinandan B
Designation: Director

GG Esports Ventures Private Limited.

For Party 2

Signature: *Jatin*
Name: Jatin Bhargav
Designation:

Sage University, Bhopal.