

**MEMORANDUM OF UNDERSTANDING**

*Between*

**OXY PEOPLE FOUNDATION**

*And*

**Partner**

DD-MM-YYYY

This Memorandum of Understanding ("MOU") is entered into and effective as of **xx day of MONTH -yyyy**.

*Between*

**OXY People Foundation** (hereinafter referred to as “**BMV.Money**” or **Unstoppable Startup Funding**), a Company registered under Section 8 of Companies Act, 2013, having its registered office at KPHB Flat No.40505 Indu Fortune Fields Gardenia Kukatpally Hyderabad 500072, Telangana, INDIA represented by Mr. Radhakrishna. Thatavarti, Chief Executive Officer (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the **FIRST PART**

*And*

**Partner** (hereinafter referred to as Partner) a company/ firm/ LLP/College (Society)/ Angel Platform, VC Fund registered under the provisions of [.] [Law/Act], having its registered office/ office at FULL ADDRESS, represented by SPoC, Designation (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the **OTHER PART**

“Party” shall mean either **BMV.Money or Partner** and “Parties” shall mean all four Parties **together**.

**1. Objective of the MoU**

An intent to collaborate is established by this MOU. In compliance with legal regulations, and adhering to the principles of equality, mutual benefits, mutual trust, mutual assistance and complementary advantages, both organizations agree to work towards a long-term mechanism to promote cooperation in innovation ecosystem, supporting technology driven startup companies and thus creating a holistic ecosystem for advancements in innovation in the country.

**2. Commercial engagements**

If there are any commercial engagements that come up during the tenure of this MoU, the terms & conditions of the same shall be separately discussed and documented through a separate Agreement.

**3. Third Party beneficiary rights**

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**4. Independent Contractors**

It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party. Use of word “Partner” throughout this MoU is for the reference purposes and doesn’t create a partnership relationship under the law.

## **5. Areas of cooperation**

Pl refer to the Annexure

## **6. Validity**

This MoU shall be valid for a period of X (in words) years from date of execution extendable to further periods as long both Parties are meeting their responsibilities as mentioned in clause 5 above.

## **7. Dispute Resolution**

In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this MoU, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, Parties agree that a dispute be submitted for final award to arbitration proceedings as per the Indian Arbitration Act. Hyderabad, Telangana will be the venue of the arbitration proceedings and the arbitration will be held in the English language.

This MoU is governed by, and is to be construed in accordance with, the laws of India, without regard to its conflict of laws principles.

## **8. Trademarks**

Neither Party shall use other's name, trademark, logo, or other markings outside its organization without express written consent of the other Party, which may be withheld by the Party owning the same at its sole discretion. Provided that the either party may use Other Party's name for credential purposes along with respective Party's prior written approval. In the event such approval is granted, any use of either Party's trademarks shall be done in accordance with the guidelines provided by the respective Parties and both Parties shall not do anything which would negatively impact trademark, legally or reputationally of the other Party.

## **9. Termination**

Subject to Clause 6 above, either Party may terminate this MoU with advance notice of 1 month, in writing, and cannot be held liable, in anyway whatsoever, if the objectives cannot be achieved. In the event of termination, any information gained from either Party by way of technical processes, and procedures in any published or verbal format shall be bound by the terms of Non-Disclosure Agreement as executed between the parties.

## **10. NOTICES**

Any notice required or permitted to be given to a party under this MoU shall be in writing, shall be sent by post (registered or certified with postage prepaid), overnight courier of recognized international standing, personal delivery, or fax (if appropriate confirmation is received), or electronic mail (email) and shall be deemed to have been given when delivered:

Email ids  
BMV.Money : [hi@bmv.money](mailto:hi@bmv.money)  
Partner: official email ID

**11. Entirety**

This document contains the entire agreement between the parties regarding the subject matter of this MoU, and there are no other promises or condition or any other agreement whether oral or written. In any event this MoU shall supersede any such previous discussions, communications, promise or understanding, whether oral or written. This MoU is executed by affixing virtual signatures of the respective parties and shared through email.

**12. Amendment of the MoU**

If during the operation of MoU, circumstances may rise which call for alteration/Modification to this MoU, such alteration/modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of the Parties. Such changes will be formalized in writing as an 'Addendum' to this MoU and will be deemed to be a part of this MoU.

The Parties hereto agreed by placing their respective virtual signatures through their representatives duly authorized as such.

for & on behalf of BMV.Money	for & on behalf of <b>Partner</b>

### Areas of cooperation & working mechanism

<b>Partner's Role</b>  <b>Incubator</b> <b>College</b> <b>Angel Platform</b> <b>Angel Group</b> <b>VC Fund</b> <b>AIF</b> <b>Product Co</b> <b>Services Co</b>	<ul style="list-style-type: none"> <li>○ Partner can source startups, funds and angel investors</li> <li>○ Partner can offer products and services to startups</li> <li>○ Partner should actively help BMV.money in expanding the eco system</li> <li>○ Partner can be the lead investor in the startup</li> <li>○ Take the full benefit from bridge round, take over the equity and release the BMV.money from bridge round fund</li> </ul>
<b>BMV.Money Role</b>	<ul style="list-style-type: none"> <li>● Delivers TV Show with media partner TV5. 60-120 companies will be given an opportunity to pitch and raise funds.</li> <li>● 100+ pitching days are organized at T-Hive, e-galleria mall, HITCH city, Hyderabad.</li> <li>● One mega pitching day per month at T-Hub</li> <li>● Acquire startups, angel investors and partner on regular basis</li> <li>● Empower continuous fund raising at various stages</li> <li>● Offer 64 APIs at no cost to startups and growth companies</li> <li>● Partner companies can participate at 0% fee</li> <li>● Acts as Bridge fund for the growth of startup</li> </ul>
<b>Joint Responsibility</b>	<ul style="list-style-type: none"> <li>● Joint PR after a successful closure will be released by both parties together</li> <li>● Neither party will get different terms for a deal</li> <li>● Neither party will enter into a side agreement with the founders, either for themselves or their investors. All mentor equity arrangements will be discussed between the two parties before signing with the founder</li> <li>● In case of same investor across both networks interested in a deal, both partners agree that the investment will be routed through the network where interest was first registered</li> <li>● Both partners agree to not cannibalize deal subscription</li> </ul>
<b>Operational terms</b>	<ul style="list-style-type: none"> <li>● DD to be conducted by lead investor (3rd party DD). In case BMV.money is the lead investor, the Partner can recommend their DD partners if BMV.money needs the recommendations. the Partner + Partner Network investors to be considered as 1 group in the SHA for calculation of percentage shareholding. Definition of groups to remain separate</li> <li>● For Affirmative Voting Matters all investors' together majority (70% by investment value) to be considered</li> <li>● First right on pre-emptive to the respective investor network, then ROFR same here to partner</li> <li>● Respective networks to manage their investment as per internal standard operating process</li> <li>● Individual responsibility for: secondary offer, pre-emption rights, liquidation preference, coordination on affirmative voting matters and redressal of investor queries</li> </ul>