

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is entered into on this 07-02-2024 day of February ,2023 (“Effective Date”), by and between:

M/s Keka Technologies Private Limited, a company incorporated under the laws of India, having its registered office at 3rd Floor, Plot No. 283/A, Incor9, Kavuri Hills, Madhapur, Hyderabad, Telangana – 500033, represented by **Ms. Ruchita Ruchi (Sr. Finance Manager)** (hereinafter referred to as the “First Party” or “Keka”, which expression shall, unless repugnant to the subject or context, shall mean and include its successors, representatives, and assigns) of the **FIRST PART**;

AND

KONERU LAKSHMAIAH EDUCATION FOUNDATION (KL Deemed to be University) an educational institution incorporated under the laws of India, having its registered office at Beside , Green Fields, Vaddeswaram - 522 302, Guntur District, Andhra Pradesh, India represented by **Dr. K. Subba Rao (Registrar)** (hereinafter referred to as the “Second Party” or “Educational Institution”, which term shall, unless repugnant to the subject or context, shall mean and include its successors, representatives, and assigns) of the **OTHER PART**.

Keka and the Educational Institution shall hereinafter individually be referred to as “Party”, and collectively as “Parties”.

WHEREAS:

- A. Keka is engaged in the business of providing end to end human resource solutions to its clients.
- B. The Educational Institution is engaged in the business of creating skills enhancement programs for HR aspirants through self-paced online courses for a complete overview of robust HR practices.
- C. Keka is desirous of empowering human resource students to pursue a career in human resource management, and for this purpose, Keka has launched ‘Keka Academy’, which is a hands-on learning platform for post-graduate students seeking to pursue a career in human resource management.
- D. Keka has developed an educational curriculum which it intends to launch in various educational institutions and universities through ‘Keka Academy’, and in this regard, Keka and the Educational Institution are desirous of collaborating with each other to impart the aforementioned curriculum with an intention to develop world-class human resource professionals and a platform for students to pursue a career in field of human resources (“Purpose”).
- E. The Parties now intend to enter into this MoU to set out the terms and conditions governing the engagement between the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE AFORESAID AND THE MUTUAL PROMISES AND GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY MUTUALLY ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS

FOLLOWS:

1. ENGAGEMENT:

- 1.1. The Parties agree and acknowledge that Keka and the Educational Institution are entering into this MoU for the Purpose on a non-exclusive basis.
- 1.2. In the event that either Party becomes aware of a potential collaboration, such Party shall promptly notify the other Party of the existence and express its intention to engage in collaborative efforts thereto. Pursuant to discussions and negotiations between the Parties, if the Parties agree to collaborate with each other, the Parties shall enter into a separate agreement (“**Definitive Agreement**”) for such collaboration.
- 1.3. The Parties agree to execute a separate Definitive Agreement for such collaboration. The Definitive Agreement shall comprise of the detailed terms and conditions of the engagement between the Parties with respect to the particular collaboration and shall include, without limitation, (i) the details of the project; (ii) the duration of the project; (iii) roles, responsibilities and obligations of each Party in relation to the project; (iii) revenue sharing model, payment and other commercial terms thereof; (iv) term and termination clauses; and (v) dispute resolution provisions.
- 1.4. The Parties agree that in the event of any conflict or discrepancy arising between the terms of this MoU and the terms of the Definitive Agreement, the terms and conditions of such Definitive Agreement shall prevail.

2. PRICING TERMS:

The Parties agree and acknowledge that the revenue sharing model and payment terms shall be decided on a project-to-project basis and may vary based on the scope of such project. The terms of payment will be specifically addressed under each Definitive Agreement.

3. OBLIGATIONS:

- 3.1. The Parties agree and acknowledge that Keka will provide a detailed curriculum from time to time to the Educational Institution to enable the institution to impart the same to the students. Further, Keka shall also provide updates and enhancements in the curriculum, if any.
- 3.2. The Educational Institution shall incorporate the curriculum provided by Keka in its educational programme for undergraduate & post-graduate students so as to ensure that the entire curriculum is taught to students in its entirety.
- 3.3. The Parties agree that further obligations and responsibilities pertaining to the Purpose will be laid down as mutually agreed between the Parties in the Definitive Agreement, if any.

4. CONFIDENTIALITY:

- 4.1. Parties acknowledge that for the purposes of this MoU, Confidential Information (as defined below) may be exchanged between the Parties.

4.2. The Parties will be sharing information with each other in the capacity of “**Recipient**” and the “**Disclosing Party**” to fulfil the purposes of this MoU.

For the purposes of this MoU, “**Confidential Information**” shall include (i) any and all information or material that has or could have commercial value or other utility in the business or prospective business of the Disclosing Party disclosed at any time, before or after the Effective Date, by the Disclosing Party or any of its representative to the Recipient or any of its representatives in connection with the Purpose or (ii) any and all information or material disclosed by the Disclosing Party or any of its representatives to the Recipient in the course of the Parties evaluation of a potential transaction, together with all communications, data, reports, analyses, compilations, records, or other materials or information prepared by the Recipient or any of its representatives that contain or otherwise reflect or are based upon any Confidential Information of the Disclosing Party.

For avoidance of doubt, “**Confidential Information**” shall be deemed to include (without limitation) (a) the following types of information and other information of a similar nature, whether or not set forth in writing, whether marked as ‘confidential’ or not: information being related to the educational curriculum, the business, operations, processes, marketing and product development plans, intentions, know-how, costing, trade secrets, marketing techniques, marketing strategy/ promotion plan, discoveries, ideas, software’s, designs, data, documentations, manuals, flow charts, schematics, research, procedures, functions, formats, patterns, compilations, programs, technology, information, improvements, source code, object code, of the Disclosing Party; (b) information relating to Disclosing Party’s clients, suppliers, distributors, price lists, pricing policies of the Disclosing Party; (c) or any information revealed to the Disclosing Party by third parties under any confidentiality MoU, understanding or duty; (d) and information generally regarded as confidential in the industry or business in which Disclosing Party is engaged, which are or shall be owned, developed, used by, related to or arise from Disclosing Party, its businesses, activities, investigations, work of its employees or agents, utilization of equipment, supplies, facilities or information, now or in the future, whether or not published, patented, copyrighted, registered or suitable.

4.3. Confidential Information shared by the Disclosing Party shall not be disclosed to any third party without the prior written consent of the Disclosing Party except to the representatives of the Recipient on a need-to-know basis for the Purpose.

4.4. Notwithstanding anything to the contrary, in the event that such disclosure is compelled by any judicial or administrative authority or order. In the event of a compelled disclosure, the Recipient undertakes to immediately notify the Disclosing Party and to limit the disclosure to the extent permissible by law. Further, the Recipient shall provide its assistance and co-operation to the Disclosing Party in obtaining a protective order against such compelled disclosure.

4.5. Parties agree that the Confidential Information shall not be used for any purpose other than for the Purpose of this MoU. The Recipient also agrees that Confidential Information shall not be decompiled, disassembled, decoded, reproduced, redesigned, reverse engineered or manufactured without the express written consent of the Disclosing Party.

4.6. Further, the Recipient agrees and acknowledges that the title to the Confidential Information shall, at all times, remain solely with the Disclosing Party.

- 4.7. In the event of termination or expiration of this MoU, Recipient shall return or destroy, as per the directions of the Disclosing Party, all documents, notes, materials, content, including but not limited to Confidential Information exchanged, and shall also provide to the Disclosing Party in writing of such destruction if required by the Disclosing Party.

5. REPRESENTATIONS AND WARRANTIES:

Each Party hereby represent and warrant that:

- 5.1. it has the full power, right and authority to execute this MoU and perform its obligations;
- 5.2. it has obtained all necessary approvals, consents, sanctions or authorizations required to enter into and perform this MoU and no other approvals, consents, sanctions or authorizations of any regulatory authority or any other person are required to be obtained by it for the execution, delivery and performance of this MoU;
- 5.3. the execution, delivery and performance of this MoU does not constitute a breach of applicable laws, its charter documents or any agreement, arrangement or understanding, oral or written, entered into by it with any third party;
- 5.4. it has executed and delivered this MoU as its free and voluntary act after having determined that the provisions contained herein are of benefit to each Party and that the duties and obligations imposed on the Parties are fair and reasonable;
- 5.5. it shall not do, cause, or authorize to be done anything, which will or may impair, damage or be detrimental to the rights, reputation and goodwill associated with the other Party, business of the other Party and/or the intellectual property rights of the other Party.

6. LIMITATION OF LIABILITY:

- 6.1. Keka shall not be liable with respect to any subject matter of this MoU under any contract, negligence, strict liability or other theory for any indirect, incidental, special, exemplary or consequential damages, including without limitation, any loss of revenues or profits.
- 6.2. Notwithstanding anything to the contrary, all Confidential Information (including without limitation, the educational curriculum provided by Keka), including sample materials, are provided on an “as is” basis. Keka hereby disclaims all warranties, whether express or implied, with respect to such confidential items and the educational curriculum, including, without limitation, any warranties of non-infringement, accuracy or completeness, merchantability or fitness for any particular purpose.

7. TERM, RENEWAL & TERMINATION:

- 7.1. This MoU shall come into force and become effective from Effective Date and shall be valid for a period of 2 years from the Effective Date, unless terminated in accordance with this MoU (“Term”). The Term of this MoU may be further extended by the Parties in writing.
- 7.2. Either Party may terminate this MoU at any time, for any reason, by providing a prior written notice of 60 days to the other Party.
- 7.3. Notwithstanding anything to the contrary, if the Parties have already executed Definitive Agreements, the termination of this MoU shall not affect the existence and validity of the Definitive Agreements, unless otherwise agreed by the Parties in writing. Further, any terms and conditions of this MoU that are of survival nature (or are expressly referred to in any of the Definitive Agreements) shall survive the termination of this MoU.

8. ASSIGNMENT:

The Parties hereby agree and acknowledge that its rights, interest, and obligations under this MoU cannot be assigned to any third-party except with the express prior written consent of the counterparty.

9. DISPUTE RESOLUTION AND JURISDICTION:

- 9.1. Any disputes arising out of or in connection with this MoU shall be settled amicably. In the event the dispute is not settled within thirty (30) days of the date the dispute arises, the same shall finally be settled and determined by arbitration in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996, its re-enactments and amendments thereto. The seat of arbitration shall be Hyderabad, India and the language of arbitration shall be English.
- 9.2. This MoU shall be governed by and construed in accordance with the laws of India and the courts at Hyderabad, India shall have exclusive jurisdiction over any matters that arises out of this MoU only to the extent permissible by law.

10. AMENDMENT:

No change, modification, or termination of any of the terms, provisions, or conditions of this MoU shall be effective unless made in writing and signed by all signatories to this MoU.

11. ENTIRE MOU:

The provisions of this MoU along with Definitive Agreements, if any, include the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, representations, or agreement either written or oral between the Parties.

12. NOTICES:

- 12.1. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or mailed or by electronic mail to the Parties at the following addresses and email ids:

12.1.1. If to Keka:

Attention: **Ms. Ruchita Ruchi**
Address: **3rd Floor, Plot No. 283/A, Incor9, Kavuri Hills, Madhapur, Hyderabad, Telangana – 500033**
Email Id: **ruchita.r@keka.com**

12.1.2. If to Educational Institution:

Attention: **Dr K Subba Rao**
Address: **Green Fields, Vaddeswaram - 522 302, Guntur District, Andhra Pradesh, India**
Email Id:

12.2. Any change in the address of either Party shall be notified to the other Party in the same manner as mentioned hereinabove, within five (05) days of the date of such change in address.

13. SEVERABILITY:

If any paragraph, sub-paragraph, or provision of this MoU, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this MoU, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid, shall not be affected.

14. WAIVER:

No waiver by either Party of any breach of this MoU shall be a waiver of any preceding or succeeding breach. No waiver by either Party of any right under this MoU shall be construed as a waiver of any other right. Both the Parties shall not be required to give notice to enforce strict adherence to all the terms of this MoU.

15. COUNTERPARTS:

This MoU may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original; such counterparts together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the Effective Date.

Keka Technologies Private Limited

Signature:

Name: **Ruchita Ruchi**
Designation: **Sr. Finance Manager**
Date: 12-02-2024

Witness 1:

Name: **Neeraj Kumar**
Designation: **: Academy Manager**
Date: 12-02-2024

Signature:

Name: **Dr K Subba Rao**
Designation: **Registrar**
Date: 12-02-2024

Witness 2:

Name: **Mr. Kabir Pasha SM**
Designation: **Director and Placements**
Date: 12-02-2024