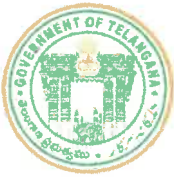




MEMORANDUM OF UNDERSTANDING

WE HUB & MRHC



This **Memorandum of Understanding (MoU)** is entered on this date 20th April 2021 between **Malla Reddy Health City** and **WE Hub** an initiative of Government of Telangana.

About Malla Reddy Health City

CES (Chandramma Educational Society) is a charitable society registered under the Indian Societies Act-1882, Reg no. 1310/2002. The Malla Reddy Health City (**MRHC**) under the society is running 04 higher Education institutions in Telangana with student strength of 3168 and around 1000 faculty members. The Institutions under the society offer various courses from kindergarten to post graduation, with its registered office at CES, Sy.No.59, New Bowenpally, Secunderabad, Hyderabad - 500011, Telangana State.

Malla Reddy Health City (**MRHC**) under Chandramma Educational Society (**CES**), situated at Quthbullapur, Suraram- 500055, Hyderabad, Telangana State comprising of Malla Reddy Institute of Medical Sciences, Malla Reddy Medical College for Women, Malla Reddy Institute of Dental Sciences and Malla Reddy Dental College for Women (hereinafter referred to as "**MRHC**", which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its heirs, successors, executors, administrators, representatives, affiliates and assigns), of the FIRST PART.

About WE Hub Foundation:

The theme at the GES 2017 held in Hyderabad, was "Women First, Prosperity for All" and focused on what can and should be done to foster and promote entrepreneurship among women. Identifying the need for an exclusive platform to support and guide Women Entrepreneurs in their entrepreneurial journey, the Government of Telangana announced during the GES, **WE Hub**, Women Entrepreneurs Hub.

WE Hub is a state-run platform for women entrepreneurs which helps women from diverse backgrounds by providing a soft – landing hub and mentoring them to be successful in their entrepreneurial journey. Through WE Hub, we aim to support women entrepreneurs with innovative ideas, solutions and entities focusing on emerging areas in technology. The mandate and goal of WE Hub is to eliminate financial, societal and support barriers for women and help



them succeed in their enterprises. In order to fulfil this, we aim to conduct an empirical research study to understand the nature of the problems faced by women entrepreneurs, and the plausible interventions.

WE Hub situated at T-SAT Network premises, Dr. B.R. Ambedkar Open University, Rd Number 45, Masthan Nagar, Jubilee Hills, Hyderabad, Telangana 500033 (hereinafter referred to as “**WE Hub**”, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its heirs, successors, executors, administrators, representatives, affiliates and assigns), of the SECOND PART.

are entering into a Memorandum of Understanding to jointly work towards understanding & bettering the ecosystem for Women Entrepreneurs, Girls in STEM, and Women Career Professionals in Telangana.

This MoU is being entered into by the two parties to set forth the terms and understandings to achieve the purpose as detailed below –

Purpose and scope of the MoU

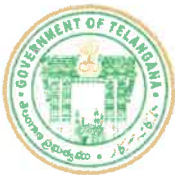
The purpose and scope of the MoU shall be to jointly foster and promote women-owned or women-led start-ups in the fields of (but not limited to) Healthcare, Medicine, Biosciences, MedTech.

1) WE Hub’s Role:

- Health Tech start-ups which are with **WE Hub**, will be provided with business advisory support, strategy and roadmap planning, go-to-market strategy, customer acquisition and other ancillary incubations services by WE Hub.
- These innovative med tech/pharma start-ups will be connected to MRHC to facilitate technical/clinical support.

2) MRHC Role: MRHC can facilitate clinical support to WE Hub connected start-ups as follows:

- Idea Validation
- Mentorship support through specialized doctors
- Doctor-patient interaction Observation opportunities
- Evaluation and Validation
- Clinical Trials
- Technical lab space.



3) Internationalization:

- WE Hub runs entrepreneurial programs extensively with partners across the globe and is partnered with 12 countries so far. Through the process there are many start-ups in the MedTech space which explore Telangana for market validation or market entry.
- WE Hub can facilitate this to MRHC in a two-way benefit model where the latest technologies can be imbibed into the systems at MRHC and MRHC can support in terms of clinical trials.

4) Research/Regulatory Guidance:

- MRHC can guide WE Hub connected start-ups in certifications, research and regulatory related support which will ease their process and eliminate wastage of time in getting the wrong certifications

FINANCIAL TERMS:

On mutually agreed terms, WE Hub will not be bearing any cost incurred in the project as WE HUB is only the knowledge partner. Both the parties will bear their own costs towards human resources and intellectual time towards development and delivery of activities outlined above. In case of requirement for funds, MRHC and WEHUB will make joint efforts to raise funds to support various activities outlined above.

Nature of MoU

This MoU is not a legally binding document and serves only as a guideline of the terms of engagement mutually agreed to between the said partners. The said MoU shall in no form be legally enforceable and has no binding on either party/ partner involved in the same.

Article 1

1. INTELLECTUAL PROPERTY, INVENTIONS, AND INNOVATIONS

- 1.1 All intellectual property held by either Party to this MOU, prior to entering this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed, or introduced shall remain the property of the Party introducing or disclosing it.
- 1.2 All Programme materials that are created, developed by the Parties jointly for the purpose of this MOU shall be owned jointly by both the Parties. Neither of the Parties, shall, while using the Programme Materials in future, represent or declare that the Programme Materials were solely created by it.

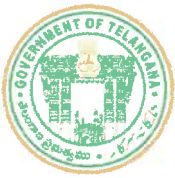


- 1.3 Nothing in this MoU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.

Article 2

2. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

- 2.1 Neither of the Parties shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 2.2 None of the terms or provisions of this MoU shall be disclosed by either Party without the prior written approval of the other Party, to any person other than the Party's advisors for purposes of assisting such Party in connection with the Programme (provided that the disclosing Party shall ensure that such advisors shall be under an obligation not to disclose the same to any other person) and unless required by any applicable laws and rules to which the disclosing Party may be subject. Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MoU is in effect.
- 2.3 All information furnished in relation to this MoU by one Party to the other, which is clearly identified as proprietary, sensitive, or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MoU, unless such disclosure has been agreed in writing between the Parties.
- 2.4 The provisions of this Article will not apply to any information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by receiving Party from third parties without any breach of confidentiality obligations.
- 2.5 This Article will survive the expiration or termination of this MoU for one (1) year from the date of expiration or termination of this MoU.



Article 3

3. AMENDMENTS

- 3.1 This MoU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

Article 4

4. TERM AND TERMINATION OF MoU

- 4.1 This MoU shall commence on the Effective Date and shall remain in force for a period of one (1) year or the successful completion of the Programme (the "Term"), whichever is later. After the expiry of the Term, this MoU shall stand terminated. Both the Parties may enter into similar MOU/Understanding for future collaborations. If either of the Parties wishes to terminate this MOU, the same may be done by way of 30 days' notice.
- 4.2 Either Party may at any time, by way of 2 (two) weeks' notice, intimate to other party, its intent of terminating this MOU.

Article 5

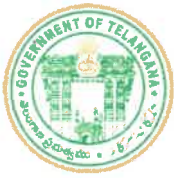
5. GOVERNING LAWS

- 5.1 In respect to its performance in India, this MoU shall be governed by and construed in accordance with the laws of India and enforceable in the Courts of Hyderabad, India.

Article 6

6. ARBITRATION

- 6.1 Any dispute or difference between the Parties about this MoU and all related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within Thirty (30) days, all such disputes or differences whatsoever, shall be referred to arbitration. The arbitration proceedings shall be conducted in English and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Hyderabad, India. The Parties have agreed that a sole arbitrator shall be appointed mutually by both the Parties. The decision of the arbitrator shall be final and binding on the Parties



REPRESENTATIONS AND WARRANTIES:

Each Party represents and warrants that it:

- Is validly incorporated and duly authorized to enter this MOU.
- Has full capacity, power, and authority to enter this MOU and to fully perform its obligations hereunder and is not prohibited in any way from entering this MOU or performing its obligations hereunder.
- Shall not act in any manner which conflicts or interferes with its obligations hereunder and that no agreement previously entered by the Party will interfere with such Party's performance of its obligations under this MOU; and
- Shall perform their respective obligations hereunder in compliance with any applicable laws, rules and/or regulations.

MISCELLANEOUS

Non-exclusivity

WE HUB shall be permitted to enter similar memoranda of understanding with any third party.

Assignment

Unless expressly stated otherwise herein, neither Party shall have the right to assign its rights and/or obligations under this MOU to any third party or entity without the prior written consent of the other Party.

Captions and Headings

All captions and headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this MOU. Any capitalized term or caption used and not defined herein, but defined or described in the MoU, shall have the meaning ascribed to it.

Complete Agreement

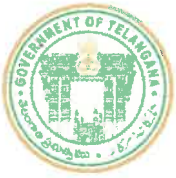
This MOU contains the entire agreement / memorandum of understanding between the Parties as to the subject matter hereof and shall supersede and take the place of all previous communications, negotiations and commitments, whether in writing or oral, between the Parties with respect to the subject matter hereof.

Counterparts

This MOU may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

No waiver

It is understood and agreed that no failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.



Severability

If any term, provision, covenant, or restriction of this MOU is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of the terms, provisions, covenants and restrictions of this MOU, which shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Amendments

All amendments, additions or deletions to this MOU shall be null and void unless agreed to in writing by the Parties.

Independent parties to MOU

Nothing stated in this MOU shall be construed to create a joint venture, partnership, agency or employer-employee relation between the Parties including any of their officers, agents, employees, researchers, faculty members, etc., and neither Party is authorized to transact any business or undertake any agreement, contract, representation or warranty in the name of or on behalf of the other Party under any circumstances.

Further Assurances

Subject to the terms and conditions herein provided, each Party agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective (and shall do nothing, directly or indirectly, to obstruct, hinder or delay) this MOU. If at any time any further action is necessary or desirable for the purposes of this MOU, the Parties shall take or cause to be taken all such necessary action, including, without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other Party



Binding Effect of the MOU.

The Parties hereby agree that this MOU shall constitute the legal, valid, and binding obligation of each Party.

IN WITNESS whereof the Parties hereto have caused this MoU to be duly executed and the day and year first above mentioned.

This MoU is hereby executed by:

Name: Dr Ch. Preeti Reddy

Name: Deepthi Ravula

(Authorised signatory of MRHC)

(Authorised signatory of WE Hub)

Position: Director

Position: Chief Executive Officer

Signed: _____


Signed: _____

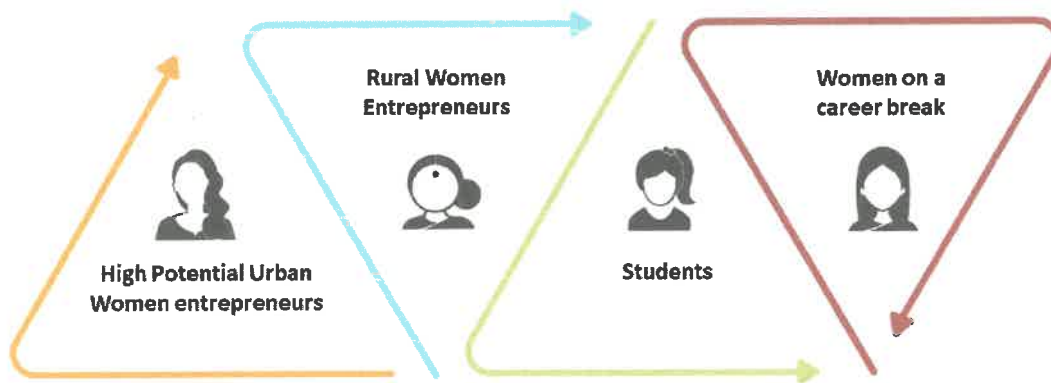

Date: 27/04/2021

Date: 27/04/2021



Annexure A

WE Hub (Women Entrepreneurs Hub) is **India's first and only State led incubator** to promote and foster Women Entrepreneurship - by way of **Incubation, Access to government and building a collaborative ecosystem**. The mission is to ensure that all women entrepreneurs in the country have access to technical, financial, governmental and policy support required to **start-up scale up and accelerate with global market access**. With a Multi-dimensional approach to cater to requirements of women across various socio-economic sectors, WE HUB works with:



To broaden the funnel to increase the pool and participation of women entrepreneurs in the economy, WE Hub works towards creating a collaborative ecosystem that drives social change across Telangana and India.

Impact Created

