



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and executed on the 24th, day of March, 2025 (“**Execution Date**”)

BY and BETWEEN
SM BUSINESS VENTURES - DELHI ANGELS DEN
AND
ACIC SGTU COMMUNITY INNOVATION CENTRE

Delhi Angels Den (DAD), powered by **SM Business Ventures**, a partnership firm having its corporate office at **161, 1st Floor, Rajendra Bhawan, Rajendra Place, Delhi - 110008, India** (hereinafter referred to as “**DAD**” or “**First Party**”), represented by **Shweta Raka**, its authorized signatory, on the “**FIRST PART**”.

ACIC SGTU Community Innovation Centre having its registered office at SGT University, Budhera, Gurugram-Badali, Gurugram-122505, (hereinafter referred to as “**ACIC SGTU**” or “**Second party**”) represented by **Rishi Sharma**, Centre Incharge through its authorized signatory, on the “**SECOND PART**”.

WE and “**FIRST PARTY**” are hereinafter individually referred to as “**Party**” and collectively as “**Parties**” and any person that is not a signatory to this MOU shall be referred to as a “**Third Party**”.

WHEREAS:

Delhi Angels Den (DAD) powered by SM Business Ventures is dedicated to empowering aspiring entrepreneurs across India, helping them transform their innovative ideas into scalable businesses.

With a mission to foster a thriving startup ecosystem, DAD serves as a catalyst and facilitator, providing mentorship, investor connections, and strategic support to entrepreneurs from all sectors and backgrounds.

We believe that entrepreneurship should have no boundaries—our goal is to uplift startups from every corner of India, ensuring that every founder, regardless of geography, background, or industry, gets access to the right opportunities to grow and succeed.

ACIC -SGTU is a non-profit organization aiming to support aspiring entrepreneurs, more particularly women entrepreneurs in establishing their innovative ideas and helping in shaping their business models. Keeping women at the center, Company information stands with and for women and the mission is to create a vibrant ecosystem for women-led start-ups by acting as a catalyst and facilitator in their entrepreneurial journey. Company information encourages women from all sections of society to join in this forum and be a part of this revolutionary road.

Both the Parties wish to form a collaborative partnership (the “**Partnership**”) for the joint and co-incubation of the startups incubated with any of the Party (“**Startup**”) and entrepreneurs for their business ideas [“**Program**”] to foster innovation and entrepreneurship for mutual benefit. (“**Purpose**”).

- A. This MOU is intended to establish the roles and responsibilities each will undertake in working together on the Partnership.

In the above premises, the Parties have agreed to enter into this MOU.

NOW THEREFORE it is agreed that:

1. Proposed Objective of Partnership

- a. Promote and facilitate networking opportunities among the startups
- b. Mutually work together in fostering the research ecosystem through trainings, domain



- expertise and sharing of relevant information that both the organizations can get benefitted
- c. Facilitate relevant connects with the Government bodies, Industries and Research institutes to build competence
 - d. Promote entrepreneurial activities through joint collaborations via various workshops, trainings, outreach events, hackathons, accelerator programs, CSR/Corporate programs etc.
 - e. Facilitate deployment of technologies in their respective territories/states
 - f. Provide assistance and mentoring to the startups supported by the Parties
 - g. Collaborate on new projects and initiatives aimed at augmenting the startup ecosystem
 - h. Collaborate on new projects and initiatives aimed at augmenting the startup ecosystem
 - i. **Scope of Collaboration – Delhi Angels Den (DAD) Powered by SM Business Ventures**

At **Delhi Angels Den (DAD)**, we are committed to empowering **startups across India** by providing **mentorship, investor connections, and growth opportunities**. We foster an inclusive entrepreneurial ecosystem, supporting founders—especially women-led and innovative startups—to build and scale successful businesses.

1.1 Startup Mentorship & Guidance

DAD helps startups refine their **business models, strategies, and market positioning**.

- **Customized mentorship** sessions (one-on-one or group-based).
- **Flexible financial models** (fixed fee, revenue-sharing, or equity-based).

1.2 Investor Connect

DAD acts as a **strategic bridge** between startups and potential investors.

- Investor introductions with **no funding guarantees**.
- Financial terms (commissions, facilitation fees) will be mutually agreed per deal.

1.3 Workshops & Masterclasses

DAD offers **expert-led sessions** on funding, branding, and business growth.



- **Flexible participation models** (per-session fees, memberships, sponsorships).

1.4 Networking & Collaborations

DAD connects startups with a **powerful entrepreneurial network** for partnerships and business opportunities.

- **Curated networking events** with mentors, investors, and industry leaders.

1.5 Acceleration & Support

DAD provides **expert guidance, market access, and scaling support** for startups.

- **Funding, incubation, and acceleration opportunities** with pre-defined financial terms.

1.6 Confidentiality & Trust

All proprietary information shared remains **confidential**, ensuring a safe and secure collaboration.

1.7 Liability & Responsibility

Startups retain full **ownership of their decisions**, with DAD serving as a guiding force for their success.

2. Considerations

Parties have agreed to execute this MOU to express their intention to engage in collaborative efforts as outlined in recital C of this MOU. This MOU does not create any financial obligations as consideration on either Party. Financial obligations, if any, shall arise only upon the Parties executing a definitive agreement on such terms and conditions as may be mutually agreed upon.

3. Duration and Amendments

The term of this MOU is 3 Years from the Execution Date unless terminated by either Party with 30 days advance written notice. This MOU may be amended or modified at any time in writing by mutual consent of both Parties.

4. Public Announcements



Either Party shall not publicly disclose (orally or in writing), issue any press release, make any other public statement, or communicate with the media concerning the existence of this MOU without the prior written approval of the other Party.

5. Limitation of Liability

Except concerning breach of confidentiality obligation, in no event a party shall be liable to the other party for any indirect, incidental, or consequential damages including loss of business or loss of profit in the performance of this MoU.

6. Logo Usage

The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or paper is allowed only, after seeking explicit prior permission in writing of the other Party concerned.

7. Financial Disclosure

Parties have agreed to execute this MOU to express their intention to engage in collaborative efforts as outlined in recital C of this MOU. This MOU does not create any financial obligations as consideration for either party. Financial obligations, if any shall arise only upon the Parties executing a definitive agreement on such terms and conditions as may be mutually agreed upon.

8. Costs and Expenses

Each Party shall be responsible for all of its share of costs and expenses associated with this MOU, including without limitation the performance of its obligations under this MOU.

9. Confidentiality

i. Confidential Information includes all communication of information/ideas disclosed/derived in documentary or tangible form between the Parties, including oral, written, and machine-readable forms. The Party disclosing the Confidential Information shall be referred to as the Disclosing Party. The Party receiving the Confidential Information shall be referred to as the Receiving Party.

ii. Confidential information includes the information:

a. Disclosed by or on behalf of the Disclosing party to the Receiving party,



b. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or, otherwise learned or ascertained by the Receiving Party from the Disclosing Party.

c. The Receiving Party will not disclose confidential information of the Disclosing Party to any Third Party and further the Receiving Party shall use at least the same degree of care it uses in maintaining confidentiality of its own Confidential Information.

d. The Receiving Party will use the Confidential Information only for the Purpose contemplated in this MOU.

e. The Receiving Party will restrict disclosure of the Confidential Information of the Disclosing Party solely to those employees, subsidiaries, parent, and affiliated companies of Receiving Party having a need to know such Confidential Information to accomplish the Purpose stated in this MoU.

f. This MoU imposes no obligations on Receiving Party with respect to any portion of the Confidential Information received from Disclosing Party which:

iii. was known to Receiving Party prior to disclosure by Disclosing Party,

iv. is lawfully obtained by Receiving Party from a Third Party under no obligation of confidentiality,

v. is or becomes generally known or publicly available other than by unauthorized disclosure,

vi. is independently developed by Receiving Party without using Confidential Information of Disclosing Party,

vii. is disclosed by Disclosing Party to a Third Party without a duty of confidentiality on the Third Party,

viii. is required by law provided the Receiving Party notifies the Disclosing Party reasonably in advance and assist Disclosing Party in seeking protective order,

ix. The Confidential Information shall remain the sole property of the Disclosing Party.

A handwritten signature in blue ink, appearing to read "J. Hanson", with a horizontal line underneath.

k. The obligation of non-disclosure of Confidential Information shall survive for 5 years after expiry/termination of this MoU.

10. Represents and Warranties

Both the Parties hereby represents and warrants that:

- a. It is a duly organized entity, validly existing and fully compliant with all applicable law.
- b. It has all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the MOU and shall continue to have all such authorizations, licenses and consents during the entire tenure of the MOU or any extension thereof, if any.

11. Force Majeure Clause

Neither Party shall be liable for any failure or delay on its part in performing its obligations under this MoU if such failure or delay is due to Force Majeure conditions (such as riots, lockouts, floods, war, government regulations, endemic, pandemic or Act of God etc.) in whole or in part makes it impossible for the other Party to perform its obligations under this MoU.

12. Arbitration

Any dispute, difference, controversy or claims ("Disputes") arising between the Parties out of or in relation to or in connection with this MOU or the breach, termination, effect, validity, interpretation or application of this MOU or to their rights, duties or liabilities hereunder, shall be settled by the Parties by mutual consultation. If for any reason such Disputes cannot be resolved amicably by the Parties, disputes shall be referred to the Arbitral Tribunal consisting of sole Arbitrator to be appointed mutually by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment of the same and the rules framed hereunder. The venue of the Arbitration shall be Bengaluru and the language of the Arbitration shall be English.

13. Notice

Any notice or communication required by this MOU shall be deemed sufficiently given if delivered in person, by certified mail, or by e-mail to the respective addresses herein first above.

14. Non-Binding MOU



Except sections 8 (Confidentiality), Section 11 (Arbitration), Section 14 (Governing Law) and Section 5 (Limitation of Liability) this MOU is non-binding on either Party. The execution of this MOU does not constitute a formal undertaking and as such it intends that each Party shall strive to reach, using reasonable efforts, the goals and objectives stated in this MOU. Any obligation between the Parties shall arise only upon the Parties execute binding agreement on such terms and conditions as may be mutually agreed upon.

15. Governing Law

This MOU shall be governed by and construed in accordance with the laws of India.

16. Counterparts

This MOU may be signed by originals or by facsimile or portable document format (PDF) and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one MOU.



(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first written above.

**For and on behalf of Delhi Angels Den -
Powered by SM Business Ventures**



By: Delhi Angels Den

Name: Shweta Raka

Designation: Managing Partner

Business Address: 161, First floor, Rajendra Bhawan, Rajendra Nagar, Delhi -110008

For and on behalf of ACIC SGTU Community Centre



By: ACIC SGTU Community Centre

Name: Rishi Sharma

Designation: Centre Incharge

Business Address: SGT University, Budhera, Gurugram
– Badli Road, Gurugram, Haryana, India 122505.