

Indian-Non Judicial Stamp
Haryana Government

Date : 22/11/2022

Certificate No. G0V2022K2173



GRN No. 96428107



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Shree guru gobind singh Tricentenary university
H.No/Floor: Na Sector/Ward: Na LandMark: Na
City/Village: Gurugram District: Gurugram State: Haryana
Phone: 97*****30

Buyer / Second Party Detail

Name: Electric one mobility Pvt ltd
H.No/Floor: Na Sector/Ward: Na LandMark: Na
City/Village: Gurugram District: Gurugram State: Haryana
Phone: 97*****30

Purpose: COLLABORATION BETWEEN SGT UNIVERSITY AND EV ONE

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://eegrashry.nic.in>

For ELECTRIC ONE MOBILITY PVT. LTD.

Authorised Signatory
Registrar
SGT University
Budhera, Gurugram

ATTESTED

RAM NIWAS MALIK, ADVOCATE
NOTARY, GURUGRAM (HR.) INDIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

Shree Guru Gobind Singh Tricentenary University

AND

Electric One Mobility Pvt Ltd

FOR

Establishment of
Electric One Skill Next Program
Driving India's EV Mission and Empowering Future
Engineers

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Registrar
SGT University,
Budhera, Gurugram



For ELECTRIC ONE MOBILITY PVT. LTD.


Authorized Signatory

This Memorandum of Understanding ("MoU") has been entered into on this 23rd day of November, 2022 ("the Effective Date").

BETWEEN

Electric One Mobility Pvt Ltd, having its registered office at 521-523, Tower A, Spaze iTech Park, Sohna Road, Sector-49, Gurugram, HR 122004, India (hereinafter referred to as "EO"),
FIRST PARTY

AND

Shree Guru Gobind Singh Tricentenary University, situated at Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505, India (Hereinafter referred to as „SGT “);
SECOND PARTY

WHEREAS

1. SGT is engaged in imparting education and training including training in the field of Electric Vehicle / eMobility.
2. EO is engaged in distribution, sales, marketing and after sales service of the two-wheel electric vehicles and has 'State of the Art' world class stores in India.
3. EO, being a responsible corporate citizen, has always contributed to society, inter alia, by educating and sharing with people/ technicians/ technical students its learning in the technical area during its journey to become a leading company in electric vehicle in India.
4. EO is also a high level education and consulting company with international experiences and knowledge, which update those programs with international support and network.
5. EO is creating and organizing this program with top level companies in varies fields and is working very closely with top Indian manufacturers.
6. EO is providing best services and output to Indian colleges/universities to upgrade students in India in all fields of electric vehicle production and eMobility.

NOW, THEREFORE, in recognition of their common interests and objectives, and in order to supplement and strengthen the existing understandings amongst the Parties with respect to cooperation in the sector of VOCATIONAL EDUCATION OF ELECTRIC VEHICLE/E-MOBILITY, the Parties confirm mutual understanding on the following:

1. The SECOND PARTY shall procure the necessary machines, general tools, measuring equipment, tools & workshop equipment's as per requirement of UGC Syllabus. The FIRST PARTY may also support the SECOND PARTY by providing training manuals, handbooks, assemblies / sub-assemblies etc.
2. The FIRST PARTY agrees to establish Skill Enhancement Centre inside university premises and for the same will provide:
 - Vehicles: i) Motorcycle- 01 No. ii) Scooter- 1 No.
 - Training to the Instructor of the university under train the trainer program.

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Registrar
SGT University,
Budhera, Gurugram

For **ELECTRIC ONE MOBILITY PVT. LTD.**

Authorised Signatory

- Dissemination of good management practices to upgrade the skills of the student.
 - Providing literature and technical books.
 - Any other assistance useful in improving the quality of training and acceptance of these shall be subject to laid down procedures of approvals by the FIRST PARTY.
3. The Training aids provided by the FIRST PARTY to the SECOND PARTY for the purposes of this MOU shall be used for the training purpose only. The SECOND PARTY shall ensure proper maintenance and upkeep of these training aids and avoid any misuse of training aids. In the event of such misuse of training aids and/or poor maintenance of training aids, discontinuation course/ trade by the SECOND PARTY or no students enrolled in the said course/ trade, the same shall be treated as a ground for termination of the MOU by the First Party and such Training aids as provided by the FIRST PARTY may thereafter be applied / granted / shifted to other Institute/ITI's without any objections/ claims being made by the SECOND PARTY.
 4. All Parties value the spirit of this agreement and would strive to provide trained manpower as per industry's requirement.
 5. The FIRST PARTY shall take prior approval for any use or display of the name or logo of the SECOND PARTY and vice versa.
 6. The FIRST PARTY shall not carry out any promotional campaign, for inviting students, by using trade name, trademark or any logo of the SECOND PARTY. FIRST PARTY shall not use the said trade name, trademark or any logo of the SECOND PARTY on stationery or advertisement or any other form of publicity material by the FIRST PARTY.
 7. The SECOND PARTY acknowledges that the Training Handbooks, Service Manuals, Technical Inputs and other information and data ("E1 Intellectual Properties") provided by FIRST PARTY to the SECOND PARTY is the sole and exclusive property of FIRST PARTY and FIRST PARTY alone has all proprietary and intellectual property rights including all copyrights, patents and trademarks in said Intellectual Properties. The SECOND PARTY shall not at any point of time claim or represent any right or title in the said "E1 Intellectual Properties" and shall forthwith return the same to FIRST PARTY on being so required by FIRST PARTY or on termination/ conclusion of this MOU. The same is also applicable for first party in reciprocal.
 8. All Parties shall indemnify each other against all loss, claims, damages or other liability of any nature whatsoever, which they may be liable to incur by reason of any act or omission.
 9. The SECOND PARTY shall not share the FIRST PARTY syllabus/ curriculum and any other information / data shared by FIRST PARTY marked as a confidential with any third other person including any other automobile company and vice versa.
 10. The SECOND PARTY shall not involve the First Party in any kind of financial transaction with students or any other body.
 11. Exchange of trainers / trainees with the objective of knowledge sharing for quality enhancement in areas mutually agreed upon by both parties through prior invitation and in accordance with the procedures and expectations established them.
 12. Both the Parties will Support reciprocity in Knowledge sharing, Research and Extension Activities of common interest. Exchange academic content, course

information, seminars, conferences and any other data and information of common interest. Develop joint projects and reports such as Ph.D. research work / journal Publications etc. Organize joint activities through the mutual agreement and clearly established conditions and mutual obligations of the appropriate University / Industrial Partner. Mutually organization workshop, seminars and academic exchange. Co-development of tools and databases pertaining to common objectives of both institutes.

13. Terms and Conditions:

a. Commencement /Expiration Date:

This MoU begins on the effective date and expires on / /20__ (maximum tenure shall not be more than 3 years from the effective date), unless terminated earlier in accordance with this MoU. The commercial part will be guided as per Annexure 1 of this MoU.

b. Termination:

Either party, upon thirty (30) days prior written notice, may terminate the MoU in whole, or in part, at any time before the date of expiration. Further, either party may terminate this MoU, if the other party is in breach of this MoU and fails to cure such breach within ten (10) days after written notice to that effect. The termination by either of the parties shall not relieve that party of its obligations accrued under this MOU, prior to such termination.

c. Principal Contacts:

The principal contacts for effective implementation and monitoring of the scheme as envisaged in the MoU are

THE FIRST PARTY
MR. GUIDO QUILL

Managing Director

Electric One Mobility Pvt Ltd, 521-523, Tower A, Spaze iTech Park, Sohna Road, Sector-49, Gurugram, HR 122004, India



THE SECOND PARTY
Dr Joginder Budhara, Gurugram
Registrar

SGT University, Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505.

d. Advertisement:

For ELECTRIC ONE MOBILITY PVT. LTD.

Mipathu
Authorised Signatory

[Signature]
Registrar
SGT University,
Budhera, Gurugram

Unless agreed by both parties, either party shall not use the name of the other party for the purpose of advertisement, promotional Campaign etc.

f. Confidentiality and Communications:

Each party shall:

- i. Protect any Confidential Information provided by the other party with the same degree of care as it exercises for its own information of like nature and;
- ii. use Confidential Information for the sole purpose of fulfilling its obligations under this MoU; and
- iii. return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MoU.

The obligation to safeguard Confidential Information shall not apply to information which:

- a) is already known to the receiving Party without breach of the provisions of this Agreement;
- b) is or becomes part of the public domain without breach of the provisions of this Agreement;
- c) is lawfully obtained from a third Party without any obligation of confidentiality;
- d) is required by law to be disclosed by the receiving Party;
- e) is independently developed by receiving Party without reference to Confidential Information provided by another Party.

“Confidential Information” means any written information which a Party deems proprietary and clearly marked as “Confidential” or any proprietary information provided verbally from one Party to another and subsequently identified as confidential at the time of disclosure. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as otherwise provided herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party’s written consent.

g. Intellectual Property:

Except for the permitted use of Confidential Information, each party acknowledges that, under this MoU, a party neither acquires any intellectual or other property, including but not limited to copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content (“IP”) from the other party nor any right in IP from the other party.

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively “IPR Rights”) and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the “Marks”) of the other Party, or its products or services with the other Party’s prior written approval, however, nothing in this Agreement shall be deemed, construed or interpreted as granting to either Party any

right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.

Intellectual Property created independently by one Party under this Agreement shall be owned by that Party and shall be under the exclusive administration and control of that Party.

h. Anti-Corruption Laws:

All the Parties shall be bound by the Anti-Corruption laws of India as applicable to them.

i. Relationship:

Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MoU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

j. Liabilities:

No Party shall be liable to another for indirect or consequential damages. Each party shall be responsible for its officers, employees, agents, contractors intentional or negligent acts or omissions and howsoever caused, to the extent allowed by applicable law.

k. Modification:

Modification to this MoU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

l. Dispute Resolution & Jurisdiction:

All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with or interpretations of this MoU or for the breach thereof shall be settled amicably between the parties through negotiations. In the event, no conciliation is arrived at within 30 (Thirty) days after commencement of such conciliations, the parties shall be free to refer the dispute to the arbitration to be held at Gurugram. The reference shall be to a single arbitrator to be mutually appointed by both the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The decision of the arbitrators shall be final and binding on the parties to the present agreement. This MoU shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Gurugram.

m. Entire Understanding / Modification

This MOU embodies the entire understanding of the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this MOU. This MOU cannot be amended, changed or altered except by a written instrument signed by both the parties.

n. Indemnification:

First Party will indemnify, defend and hold harmless the Second Party and its officers, employees, agents, representatives and successors and assigns (collectively, "Indemnified Parties") from all claims, damages, assessments, costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding

brought against any of the Indemnified Parties (collectively, "Claims") (A) that arise out of or relate to any allegation of infringement, wrongful use or misappropriation of any intellectual property right by: (i) the First Party, (ii) the First Party's products and/or services furnished under this MOU; or (iii) the use thereof by the Second Party, any students enrolled or any other beneficiary as contemplated under this MOU; and (B) that arise out of or relate to any allegation of deficiency in services or performance of obligations of the First Party under this MOU.

o) Partial Invalidity:

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable

IN THE WITNESS WHEREOF the parties hereunto have set and subscribe their respective hands and seal the say in the year first herein above written.

SIGNED, SEALED AND DELIVERED

Date: 23rd November 2022

Electric One Mobility Pvt Ltd

Guido Quill
Co-Founder & Managing Director



Shree Guru Gobind Singh Tricentenary
University

Dr. Joginder Yadav Registrar
SGT University,
Budhera, Gurugram

Commercial Terms for Skill Next and Specialization Program

First Party : Electric One Mobility Pvt. Ltd. (EO)

Second Party : SGT University

1. The cost of procurement of all tools & equipment's for establishment of EV Lab / R&D Centre to be borne by SGT.
2. The working space is to be prepared as per the Corporate Identity (CI) Norms of Electric One. The expenses of the developed infrastructure is to be borne by SGT.
3. The joint MoU will be for two Programs
 - a. Skill Next Program:
 - b. Specialized Program on EV for B.Tech Undergraduates

SKILL NEXT PROGRAM

The program is for the skill enhancement in the area of EV.

LEVEL 1: Eligibility: Diploma and above Duration: 1 Month

The program will be conducted on Friday and Saturday in the university and the students from all over India can join the program.

Topics Covered	Hours of Engagement	Total Fee in Rs	EO Fee in Rs	SGT Fee in Rs
a. Introduction to Electric vehicle technology b. Electric Vehicle vs Internal Combustion Engine c. Components of Electric Vehicle and Functionalities d. Different types of Battery technologies	20 Hrs. Theory & 5 Hrs Practical	7400/-	2960/-	4440/-

LEVEL 2: Eligibility: Qualified Level-1 Duration: 1 Month

The program will be conducted on Friday and Saturday in the university and the students from all over India can join the program.

Topics Covered	Hours of Engagement	Total Fee in Rs	EO Fee in Rs	SGT Fee in Rs
a. Battery Management Systems Product Design Aspects b. Artificial Intelligence and Cloud based solutions in the electro-mobility space c. Algorithms and Future Trends Live Project	20 Hrs. Theory & 5 Hrs Practical	12,000/-	4800/-	7200/-

SGT faculty trained by Electric one Experts will take theory class. Practical classes and Industrial visits will be conducted by Electric One Team. Transport and other logistics have to be taken by the candidates themselves during Industrial visits / Training / Live Projects.

For ELECTRIC ONE MOBILITY PVT. LTD.

SPECIALIZED PROGRAMME ON EV FOR B.TECH UNDERGRADUATES

The program is for B.Tech Undergraduates which will lead to minor in Electric Vehicle Specialization.

Theory classes will be covered by SGT trained faculty. Electric One Mobility will cover Special Topic with practical Classes for the three courses of Specialization as proved in the below table. Electric One will also involve in training the faculty members of SGT on new and emerging areas in the field.

SGT will provide Rs 4500/- per course per student.

B. Tech. Minor Degree with Electric Vehicle								
Course Covered by	Code	Course Title	Pre-requisite Course, if any	Hours per week			Credits	Total Duration
				L	T	P		
III Sem								
Electric One Mobility	Unit 3	Battery Management System	NIL	3	0	2	4	
IV Sem								
Electric One Mobility	Unit 4	Powertrain Design	NIL	3	0	2	4	
VI Sem								
Electric One Mobility	Unit 6	EV Charging Infrastructure Technology	NIL	3	0	2	4	
		Total Minor Degree (Electric Vehicle)		9	0	6	12	

4. Over and above of Level 1 & Level 2 Fee Collection will be in the scope of SGT University as per their Management Guidelines.

For ELECTRIC ONE MOBILITY PVT. LTD.

Authorized Signatory
Electric One Mobility Pvt Ltd

Authorized Signatory
SGT University
Registrar
SGT University,
Budhera, Gurugram