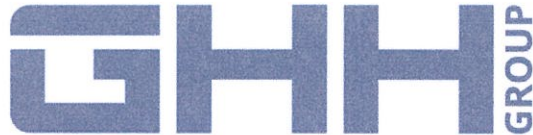


MEMORANDUM OF UNDERSTANDING



TECHNO INDIA NJR
INSTITUTE OF TECHNOLOGY

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 16-01-2024

BETWEEN

GHH India Mining and Tunnelling Equipment Private Limited having its registered office at H-122, GF, Sector 63, Noida, Uttar Pradesh 201301 | India (hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND

Techno India NJR Institute of technology having its office at Plot-SPL-T, Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur 313003 (Rajasthan) India, India (hereinafter referred to as "Second Party" which expression shall mean and include its legal heirs, administrators and permitted assigns).

(referred to herein as "Parties" or individually as "Party")

WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
- D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

For Techno India NJR Institute of Technology

(R.S. Vyas)
Director



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For Techno India NJR Institute of Technology


(R.S. Vyas)
Director



(1) PROJECT AND PURPOSE

(a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as "Technical Training for Mobile Hydraulic Equipment and CAN-Bus" ("the Project").

(b) The Project has the following purpose ("the Purpose"):

To train and skill service technicians and students, enrolled in the following but not limited to, in the proper maintenance and failure analysis on mobile hydraulic machinery:

- Mechanical engineering
- Electrical engineering
- Mining engineering
- Engineers who are interested

(2) NON BINDING MEMORANDUM

The Parties hereby acknowledge and agree that:

(I) The terms of this Memorandum are not intended to be legally binding except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein; and

(II) The terms of this Memorandum are not exhaustive; and

(III) The terms of this Memorandum are expressly "subject to contract" until a final written contract in relation to the Project is entered by the Parties.

(IV) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties.

(V) This Memorandum does not create any rights, obligations or duties for any Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.

(VI) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.

(VII) Nothing in this Memorandum affects any other agreement(s) which may exist between the Parties as at the date of this Memorandum or at any subsequent date.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director



(VIII) Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.

(3) CHANGES TO MEMORANDUM

- (a) This Memorandum may be amended at any time by agreement between the Parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

(5) ROLES OF PARTIES

- (a) GHH India obligations in relation to the Project include but are not limited to the following:
 - provide training in their training center near Zawar Mines and in workshop, Udaipur, India, according to the mutually agreed training concept and schedule.
 - PPE, fully furnished classrooms, and food/drinks during classroom training
 - provide all agreed e-learning contents on a digital platform
 - provide GHH and Indo-German Chamber of Commerce (IGCC) certificates
 - offer a four-week internship to the two best students in a round, who may then be offered a permanent position
 - to actively market the training program on their website and campus

For Techno India NJR Institute of Technology

(R.S. Vyas)
Director



- to continuously track and update the training schedule and the progress of the participants

(b) **Techno India NJR Institute of technology** obligations in relation to the Project include but are not limited to the following:

- to identify the interested candidates for the training program amongst their students and alumni
- to guarantee funds required for the training program and investigate possible government incentives to financially support the students
- to make sure that payments for participating in the training program are transferred to GHH-India in a timely manner
- to actively market the training program amongst their students
- If two teachers have attended the GHH courses and have obtained the IGCC certificate, they allowed to (and should) teach the "Hydraulic Basic" and "Electric Basic" courses

(6) CONFIDENTIALITY

(a) Notwithstanding anything contained herein, this "Confidentiality" clause is intended to be legally binding on the Parties herein.

(b) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("**Confidential Information**").

(c) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

(d) For the purpose of this Memorandum, Confidential Information may include but is not limited to:

(I) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);

(II) any information derived from any other information which falls within this definition of Confidential Information; and

For Techno India NJR Institute of Technology

(R.S. Vyas)
Director



(III) any copy of any Confidential Information.

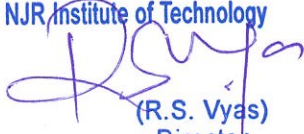
but does not include information which:

- (I) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
- (II) is, or becomes, publicly available, through no fault of the Receiving Party;
- (III) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- (IV) is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or
- (V) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

(e) In relation to any Confidential Information:

- (I) the Receiving Party shall keep the Confidential Information confidential and secret.
- (II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
- (III) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

(f) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

For Techno India NJR Institute of Technology

(R.S. Vyas)
Director




(g) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(h) The receiving party shall not be allowed to give the training material to any other person and cannot use it for any other course.

(7) INTELLECTUAL PROPERTY

(a) In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property").

(b) For the purposes of this Memorandum, "Project Intellectual Property" includes but is not limited to:

(I) information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property; and

(II) intellectual-property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else); and

(III) intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property:

(A) directly, indirectly, independently or in cooperation or conjunction with another person or persons; and


(B) during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and

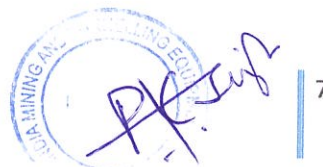
(C) at the location where the Party ordinarily participates in the Project, or at some other location.

(IV) intellectual-property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and

(V) intellectual-property that relates in any other way to the Project or any business which is developed in connection with the Project.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director


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(c) Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.

(d) Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property.

(e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(8) TIMING AND DURATION OF PROJECT

(a) This Memorandum will commence on 20-02-2024.

(b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before 29-02-2024.

(c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.

(d) The Parties may terminate this Memorandum by mutual agreement.

(e) Either Party may terminate this Memorandum by providing the following notice in writing to the other Party within 15 days

(9) CONSEQUENCES OF TERMINATION

In the event that this Memorandum is terminated:

- (I) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and
- (II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director



- (III) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party; and
- (IV) The obligations provided in the "Confidentiality" clause and in the "Competition" clause of this Memorandum will continue for the time periods as provided in those clauses respectively.

(10) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

GHH India cannot offer training free of charge. The costs for the training will be specified in the contract. GHH India is offering two teachers free training with IGGC certification.

(11) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director



(12) INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to:

- (a) breach of this MOU by the Indemnifying Party;
- (b) breach of any representation or warranty by the Indemnifying Party.

(13) LIMITATION OF LIABILITY

Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third party claims arising out of or relating to its performance or failure to perform under this MOU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded.

Notwithstanding anything contained in this MOU, a Party's liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to, those arising out of or related to this MOU) with respect to claims (whether third party claims, indemnity claims or otherwise) shall not under any circumstances exceed Rs. 2,50,000 (Rupees two lakh fifty thousand only).

(14) NON-SOLICITATION

Notwithstanding any provision to the contrary, each of the Parties agree that the Parties (or any Person forming part of the Parties) shall not for a period of 36 months from the date of this MOU:

- (a) directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee or consultant of the other Party;
- (b) directly or indirectly, approach, canvass, solicit, or otherwise entice using any incentive whatsoever (whether such incentive be in cash, kind or a composite of the same or in any other manner), any employees, vendors, customer, consultant, contractor or agent of the other Party.

(15) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director



never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

(16) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

(17) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

(18) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(19) DISPUTE RESOLUTION

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- (b) Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
- (c) The arbitration proceedings shall be held in Udaipur, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- (d) The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- (e) The Parties further agree that subject to the above only the competent courts at Delhi, India shall have jurisdiction in all matters arising hereunder.

For Techno India NJR Institute of Technology


(R.S. Vyas)
Director




(f) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

(g) If either Party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

(22) GOVERNING LAW

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS 20/02/2024

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GHH India Mining and Tunnelling Equipment Private Limited

For Techno India NJR Institute of Technology
_____ 
(R.S. Vyas)
Director
Techno India NJR Institute of technology

