



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into as of **27th November 2023** by and between Auptimo Technologies LLP, having its registered office at - 892B/8, Near Jahaz Mahal, Mehrauli -110030, New Delhi, India through its Designated Partner, Mr. Siddharth Hans (hereinafter referred to as "Auptimo" which term unless repugnant to the context includes its successors and permitted affiliates).

AND

MGM Institute of Health Sciences, a deemed to be University, through its constituent unit/department the MGM School of Physiotherapy, a research and educational institution, having its office at MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209 through its Authorized Representative, Dr Rajesh Goel, Registrar, (hereinafter referred to as 'MGMIHS/MGMSOP').

Auptimo and MGMIHS are individually referred to herein as a 'Party' and collectively referred to herein as the 'Parties'.

Whereas "Auptimo is an Indian startup founded in 2016 with an objective of providing affordable, easy-to-use and clinically accurate biomechanical analysis tools to clinicians. GaitON, a portable and reliable motion analysis system developed by Auptimo has powerful inbuilt protocols make it extremely easy to perform any biomechanical assessments like posture, gait, running, and sports-specific analysis.

Whereas, MGM Institute of Health Sciences, established in the year 2006, is a deemed to be University with 10 constituent units and is a NAAC accredited institute with A++ grade. It is continuously ranked in NIRF since 2019 onwards. Its hospitals are NABH accredited and clinical laboratories are NABL accredited. Its research laboratories are SIRO recognized. The MGM School of Physiotherapy (MGMSOP), is a constituent unit/department of MGMIHS. MGMSOP undertakes and conducts the Bachelor of Physiotherapy BPT (4 ½ years), Master of Physiotherapy MPT (2-years) and PhD programs. MGMIHS through the MGMSOP provides good quality education to its students in the field of Physiotherapy and has the required infrastructure, facilities including research facilities and an advanced biomechanics laboratory. MGMIHS also undertakes research projects and programs for its students and faculty. MGMIHS has undertaken various projects, programs and research activities with renowned institutes and entities. MGMIHS through MGMSOP is engaged in research, development of medical technology and validation of medical devices.

Whereas MGMIHS has an advanced biomechanics laboratory, which undertakes various kinds of testing, development of devices proposed to be used in rehabilitation of people with musculoskeletal and neurological disorders. During the said testing and development work, MGMIHS through MGMSOP carries out extensive research, testing and validation procedures. In the said process, mechanical engineers give incidental and peripheral support in respect of the mechanical aspects on the concerned issues.

Whereas, Auptimo has developed several novel technologies for evaluation of movement and biomechanical assessments like posture, gait, running, and sports-specific analysis which can be utilized in collaborative research projects. Auptimo approached MGM School of Physiotherapy for validation of their existing technology and design and development of other movement related technology through collaborative research.

Whereas the parties have realized the importance of collaborating with each other jointly leveraging each other's strengths and expertise and hence agree to establish a basis for collaboration according to the terms and conditions set out in this MOU.

Whereas the parties agree that this MOU (Master MOU) is in no way intended to create a legal or binding obligation on either party. The MOU serves only as a record of the parties' current intentions to enhance relationships of the Institutions going forward. The parties agree that the parties shall as and when required enter into separate independent agreements for the specific collaboration /programs or projects under this MOU.

Whereas the Parties desire to record the broad terms and conditions that are mutually accepted and agreed to by and between them in this MOU as contained hereunder.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF COOPERATION

The parties shall explore collaboration in the following areas to include but not limited to:

- i. Research: To undertake collaborative research activities for clinical validation of existing technology of Auptimo and develop novel technology for effective clinical and community-based rehabilitation interventions.
- ii. Student training: To engage in short industry-academia interaction programs in the form of faculty/student visits for exposure to industry, research and development, participation in workshops, seminars and academic meetings.

2. IMPLEMENTATION

- i. All programs or activities implemented under the term of this memorandum of understanding shall be mutually agreed upon in writing and the Parties will enter into a definitive agreement through a separate agreement (MoA), covering specific objectives, activities, timelines, milestones, deliverables, planned dates of intended projects, and other relevant points.
- ii. Financial arrangements for each specific programme agreed under this MoU, will be decided mutually on a case- to-case basis and brought on record in each case after due approval from the competent authorities from the Parties.
- iii. The roles and responsibilities of each Party will be decided in each definite agreement based on the scope of work.
- iv. Both Parties shall be fully responsible for the activities carried out under its direction or by its staff, except as otherwise agreed by Parties
- v. Both Parties will designate one officer each who will develop and coordinate specific

programs or activities between them.

3. DURATION OF THE AGREEMENT, TERMINATION, AND MODIFICATION

This agreement shall remain in force for an initial period of five (5) years, from the date of the signature/execution by the duly authorized representatives of the parties, and may be renewed by mutual agreement of the parties for a further period thereafter.

Either party may terminate this MOU with 90 days' notice in writing to the other party. In the event of termination, the parties will take steps to bring the activities under this MOU to a prompt and orderly conclusion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result. The parties agree that the Agreements/MOU executed pursuant to this MOU shall be treated as independent and separate agreements/MOU and shall be governed by the terms of the said agreements/MOU.

The parties agree that this MOU if required may be amended with the mutual consent of the parties. All amendments shall be in writing, by way of an addendum, and shall be signed by the authorized representatives of the parties.

4. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU.

- i. For Joint projects any Results which are generated by both Parties jointly and for which it is impossible to segregate each Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by both Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Party.
- ii. For Jointly conceived and or developed IP Parties will be committed to the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the Parties
- iii. Pre-existing materials/IP shall be put on record. In case it is used or bundled in the relevant reports or in the course of the services to be delivered.
- iv. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written agreement depending on the scope of work undertaken and contribution of the inventors.

5. PUBLICATION.

- i. The parties agree that all publications shall be joint. Research articles shall be published jointly with intimation to both parties. Each party may use such property only for research and scholarly purposes. The parties are free to jointly publish the results arising from the collaboration in any journal, magazine or publication, or other media with intimation to the other party. Such approvals shall be considered by the Parties post protection of any overlapping IP under protection on a priority basis, preferably within 30 days. Post IP protection, the Parties may agree to publish the result jointly. In such cases, publication costs will be shared jointly.

- ii. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

6. NON-DISCLOSURE

Neither Party nor its authorized personnel, students, related personnel, etc. will disclose or make available to any third party any information or confidential information, whether documented or not, relating to the objectives, scope, work, effort, or results of work performed during the period of this MOU or any other documents and or information received under this MOU. Every joint research would have a separate Memorandum of Association (MoA) and may also include a separate non-disclosure agreement signed by the investigators from both institutions as and when required. This MoA would cover general issues and the financial expenses incurred related to respective projects, as applicable & actual by any of the parties, will be addressed separately as the need be.

In this Clause "confidential information" means: (i) all information or data of a confidential nature concerning the trade secrets or business dealings, methods of business, transactions, plans, or affairs of a Party or third party to whom the Party owes a duty of confidence; (ii) any document or information or data marked "Commercial in Confidence" or otherwise expressly designated as confidential and (iii) any information or data which by its nature the recipient ought reasonably to conclude was confidential information of the Party in all cases including all copies of the above on any media (including electronic media) whatsoever, but excludes the following:

- a) Information actually known to the disclosing Party prior to its disclosure;
- b) Information independently developed by the Party receiving the confidential information or communicated to it in circumstances otherwise than where its disclosure imparted a duty of confidence;
- c) Information that is or becomes generally and freely publicly available through no fault of the receiving Party or its servants or agents.
- d) Such information which is required to be disclosed to or by any Court, tribunal, or Governmental authority with competent jurisdiction.

7. NOTICES

Any notices given under this MOU will be in writing and delivered by e-mail or speed post or by hand addressed to the parties as follows:

Auptimo Technologies LLP

Address: 892B/8, Near Jahaz Mahal, Mehrauli -110030, India

MGM Institute of Health Sciences

Address - MGM Educational Campus, Sector 1, Kamothe, Navi Mumbai, 410209

8. MISCELLANEOUS

a) Assignment.

Neither party may assign this MOU or the rights thereunder.

b) Survival.

Any of the sections that include any other rights and obligations under this MOU which by their nature should survive, shall survive the expiration or termination of this MOU.

c) Severability

If any provision of this MOU becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this MOU and will be deemed to be deleted from this MOU. If such deletion substantially alters the basis of this MOU, the parties will negotiate in good faith to amend the provisions of this MOU to give effect to the original intent/object of the parties under this MOU.

d) Independent Entities.

Auptimo and MGMIHS are independent parties and neither is an agent, joint venture partners, or partner of the other.

e) Order of Precedence.

In the event of any inconsistency between the terms of this MOU and the documents referenced or incorporated herein or any other document, correspondence or MOU concerning this Program between the Parties and/or their employees, the terms of this MOU will prevail.

f) Entirety.

This MOU represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

g) Amendments.

The Amendments or changes to this MOU must be in writing and signed by duly authorized representatives of both parties.

h) Counterparts.

This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same MOU, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed counterparts.

i) Dispute Resolution.

In event of dispute or claim between the parties concerning the interpretation of any provision of this MOU or the performance of any of the terms/obligations of/under this

MOU, such matter or matters in dispute shall be first settled amicably by setting up a mutually agreeable committee. The parties after due discussion shall try their level best to resolve the disputes arising out of this MOU, failing which through the Arbitration process. Both the parties after due discussion shall appoint an Arbitrator for resolving the dispute arising out of this Agreement. The arbitration shall be held at Navi Mumbai.

IN WITNESS WHEREOF, these duly authorized representatives of the parties hereby execute this Agreement, including all the terms and conditions mentioned herein above.

Through its authorized representative

Auptimo Technologies LLP, 892B/8, Near Jahaz Mahal, Mehrauli -110030,

New Delhi, India

Mr Siddharth Hans, Designated Partner, Auptimo

Date: 27.11.2023

In presence of

1. Jaideep Singh, Designated Partner, Auptimo

2. Madhavi Sharma, Business Development, Auptimo

For AUPTIMO TECHNOLOGIES LLP

Siddharth Hans
16/01/2024

Authorized Signatory

Jaideep Singh
Madhavi

2. MGM Institute of Health Sciences, Navi Mumbai

Dr Rajesh Goel

Registrar

Date: 21/11/23

Dr. Rajesh B. Goel
Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

In presence of

Pathak
1. Dr. Chandramani Pathak 21/11/2023
Research Director, MGM Institute of Health Sciences,
Navi Mumbai

2. Dr. Rajani Mullerpatan
Professor-Director
MGM School of Physiotherapy,
MGM Institute of Health Sciences,
Navi Mumbai

Rajani Mullerpatan