



**MEMORANDUM
OF
UNDERSTANDING**

between

THEFACTOR-Y LTD

and

**SESHADRI RAO GUDLAVALLERU ENGINEERING
COLLEGE**

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AGREEMENT

between

The Factor-Y Ltd, 71-75 Shelton Street, Covent Garden, London WC2H 9JK, UK

(hereinafter referred to as "**Factor-Y**")

and

Seshadri Rao Gudlavalleru Engineering College, Seshadri Rao Knowledge Village, Gudlavalleru - 521 356, Krishna District, Andhra Pradesh, India,

(hereinafter referred to as "**Partner**")

(Factor-Y and Partner also referred to collectively as "**Parties**" and individually also as "**Party**")

I. PREAMBLE

Factor-Y intends to market innovative business ideas and inventions via its visionary concept.

With its concept, especially CBaaS (Company Building as a Service) offering, Factor-Y helps monetize IPs in record time. With its unique approach, Factor-Y allows innovators to fully focus on the continuation of their journey of further innovation, whilst the professional service of CBaaS takes care of the global exploitation of their innovations.

Partner shares the core values of the concept.

In this context both parties wish to further drive the distribution and advocate the values, codex and mindset approach that the Factor-Y ecosystem and concept embodies. Parties agree to share each other's platforms to further expand their and the Factor-Y's brand awareness.

II. CBAAS OFFERING FOR INNOVATORS

The Factor-Y offers innovators a unique opportunity to monetize, distribute and globally market innovations.

The details of CbaaS can be found online (cbaas.com) and in the to be signed Innovation Agreement between Factor-Y and any innovator.

Partner may request a sample of such agreement at any time for information purposes.

At this time the Factor-Y focuses on product and technology innovations only. Software and government regulated/supervised (e.g. certain Pharma or Medicinal products) Innovations will be opened to application in near future.

BENEFITS & REWARDS FOR PARTNER

- **Long-term partnership** with very worthwhile opportunities and benefits.
- Recognition, entry and strong appearance in a **massive global network** of partners.
- Partner may recommend one highly reputable person within their network to be considered for a **Factor-Y Advisory Board seat** (limited seats available).
- Factor-Y may provide **knowledge and financial support** towards promotional programs. This must be discussed and agreed on case to case basis.
- Partner will receive complimentary invitations to participate in Factor-Y **globally held events** from time to time.

Additionally for Partners which achieve the minimum Innovation input requirement:

- Possibility to join the Ambassador Program and **directly profit from Innovation gains**.

Additionally for Partners with high innovation input:

- Membership options to an **exclusive club with extensive benefits** and higher participation options.

University / Education Institution Special:

- Partner may recommend up to 4 suitable professors and other knowledgeable and reputable staff members to be considered for a seat on the TFY Academic Board. Board members can participate in paid innovation scoring.

III. ELIGIBILITY, DUTIES AND RIGHTS

- (1) Any private or governmental Innovation Ecosystems, Universities, Innovation Programs, Accelerators, Incubators and other innovation facilitators may apply as Partners.
- (2) The Partner agrees to further distribute the idea and mindset of the Factor-Y and open up its network and connect further interested parties. In particular, the Partner shall share and connect Factor-Y with individual innovators and innovator groups within partners facility(ies).
- (3) Parties hereby agree that names, CVs, Bios, company info as well as pictures and logos may be used vice versa on each other's web pages with the designation "Advisor", "Partner" or similar and transfer the corresponding rights of use.
- (4) If this Agreement ends, parties shall remove the data and pictures from the homepage within 48h.
- (5) Partners agree to further explore future collaboration and will engage in such discussions as soon as possible.

IV. LIABILITY

The liability of the Partner is - to the extent permitted by law - excluded.

V. **CONTRACT START / TERMINATION**

- (1) This contract shall commence with the signature by the Parties and is concluded for an indefinite period or until termination.
- (2) This contract may be terminated in writing by either party with one month's notice.

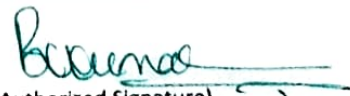
VI. **MISCELLANEOUS**

- (1) The Partner and Factor-Y explicitly do not want to establish an employment relationship with this contract. Parties agree that no fees, remunerations, expenses or other payments to each other are due through this agreement.
- (2) Amendments and supplements, termination and cancellation of this contract must be in writing, which also includes the cancellation of this written form clause.
- (3) Should provisions of this contract be or become invalid, this shall not affect the validity of the remaining contractual provisions. Instead, the invalid provision shall be replaced by a provision that comes as close as possible to the intended economic purpose in a legally permissible manner. The same applies to the treatment of contractual loopholes.
- (4) In the event of an invalid provision and/or a loophole requiring supplementation, the Parties undertake to make all declarations of intent and to perform all legal acts to come as close as possible to the economic purpose of the invalid provision.
- (5) This Agreement and all claims arising out of or in connection with this Agreement are in all respects governed according to the laws of England and Wales. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of London, UK.

For and on behalf of TheFactor-Y Ltd
Place and date: London, date

Signature: 
Print Name: Philipp Assmus
Position: Director

For and on behalf of Partner
Place and date: Gudlavalluru
30th March 2024

Signature: 
(Authorized Signature)
Print Name: Dr. Burra Karuna Kumar
Principal