

Memorandum of Understanding
between
Astropreneurs HUB Pvt Ltd
and
Sreenidhi Institute of Science and Technology

This non-binding Memorandum of Understanding (“MOU”), dated February 17, 2021 (the “Effective Date”), outlines the basic mutual understanding upon which Astropreneurs HUB Pte Ltd, registration #201702241M, 3 Fraser Street, #05-24, Duo Tower, Singapore 189352 (“AstroHub”) and Sreenidhi Institute of Science and Technology, Hyderabad, (“SNIST”) shall endeavour to negotiate an agreement for collaboration in the development of space related courses and services.

AstroHub and SNIST may either be singularly referred to as “Party” or collectively as the “Parties”.

1. PURPOSE

To explore a collaborative relationship between the Parties to facilitate the development of an undergraduate curriculum and supporting infrastructure for space entrepreneurship (“Astropreneurship”) and CubeSat development.

2. MUTUAL INTERESTS

The Parties acknowledge the following:

Whereas AstroHub:

- Has global experience with hands-on, online and in-person training in astropreneurship and CubeSat design and development
- Intends to develop India’s space workforce and ecosystem through training
- Is interested in developing a collaborative relationship with prestigious university engineering programmes in India

And whereas SNIST:

- Is developing ...
- Intends to deploy...
- Is interested in a collaborative relationship utilizing AstroHub’s expertise and educational materials to expand course offerings for its students

3. COMMITMENTS

Given the mutual benefit and interest outlined above:

SNIST will:

- Provide AstroHub with the required technical information to evaluate the value of effectiveness of a collaborative curriculum for SNIST students.
- Develop a means to effectively leverage SNIST's platform and services to license and deploy AstroHub's programme in the longer term.
- Develop co-development strategies, and collaboration models with AstroHub.

AstroHub will:

- Commit to work with SNIST personnel to implement and evaluate a collaborative curriculum to serve the best needs of SNIST students.
- Work with SNIST to effectively leverage SNIST's platform and services to license and deploy AstroHub's programme in the longer term.
- Work with SNIST to develop revenue models, co-development strategies, and collaboration models to be deployed in Singapore and South Asia to increase the effectiveness and reach of the Parties.

4. GENERAL PROVISIONS

- a) **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.
- b) **VALIDITY.** This MOU takes effect upon the signature of both parties and will remain in effect for 3 years from the date of execution. This MOU may be extended or amended upon written request of either Party and the subsequent written concurrence of the other(s). Either Party may terminate this MOU with a 30-day written notice to the other Party.
- c) **CONFIDENTIALITY AND NONDISCLOSURE:** Both Parties agree to maintain confidentiality of intellectual property that is exchanged as the collaboration moves forward. The nature and details of intellectual property will be detailed and signed in the next two weeks in a

Nondisclosure and Confidentiality Agreement (“NDA”) between the Parties. The NDA will remain in effect and shall bind the Parties in accordance with its terms; provided, that notwithstanding anything to the contrary in the NDA, the Parties (and each employee, representative or other agent of either Party) may disclose limited information necessary:

- for the determination of the tax treatment, tax structure, and tax consequence, as it relates, if at all, to the proposed transaction and/or entering into a definitive agreement;
 - to any governmental agency for the completion and execution of a definitive agreement or compliance with laws;
 - to any investor or potential investor, who is independently subject to a nondisclosure agreement, for the purpose of establishing funding or the continuation of funding.
- d) **Statement of Work (SOW)** – AstroHub would present a detailed statement/scope of work and deliverable for sign off with SNIST for every initiative. This would be a per-requisite for any engagement to begin.
- e) **PUBLIC ANNOUNCEMENT AND MARKETING.** The Parties may make public reference to the existence of this MOU or the relationship described herein as each Party deems relevant and appropriate upon written consent of the other
- f) **COMPENSATION.** Nothing in this MOU will obligate either Party to compensate the other Party in any manner. Each Party is responsible for its own costs and expenses, unless otherwise agreed to in writing.
- g) **PURPOSE AND LIABILITY.** This MOU is for the purpose of establishing the basis of the relationship between the Parties, and the Parties retain their complete independence and discretion to decide whether and to what extent it may be appropriate to further pursue such matters. Neither Party will be liable to the other for any indirect, special or consequential damages arising from or in connection with this MOU.
- h) **FUTURE AGREEMENTS.** In the event the Parties enter into future contractual agreements, such agreements will replace and supersede this MOU and this MOU shall be of no further force and effect.
- i) **ASSIGNMENT.** Neither Party shall assign any of its rights, duties or

responsibilities under this MOU, without prior written consent of the other Party.

j) PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Astropreneurs HUB

Bidushi Bhattacharya, Ph.D.

Title: CEO & Co-founder

Address: 3 Fraser Street, #05-24, Duo Tower

Singapore 189352

Tel: +1 909 240-3148

Email: bidushi.bhattacharya@gmail.com

Sreenidhi Institute of Technology

Dr. T. Ch. Siva Reddy

Title: Principal

Address: SNIST, Yamnampet ,
Ghatkesar, Hyderabad - 501301

Email: principal@sreenidhi.edu.in

Signature page follows.

THE PARTIES HERETO have executed this instrument as set forth below.

Astropreneurs HUB



Bidushi Bhattacharya

Bidushi Bhattacharya, CEO

Date: Feb 17th 2021

Sreenidhi Institute of Technology

T. Ch. Siva Reddy

Dr. T. Ch. Siva Reddy, Principal

Date: Feb. 17th 2021

PRINCIPAL

Sreenidhi Institute of Science and Technology,
Yamnampet (V), Chatkesar (M)
Medchal (Dist), Telangana-501 301.

