



Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between **GG Esports Ventures Private Limited (Party 1)** and **Poornima Institute of Engineering & Technology (Party 2)**, individually referred to as "Party", and collectively as "Parties", and is entered to on (15th September 2022). The terms of the MOU are defined below.

- 1. Purpose.** The Parties intend for this MOU to provide the foundation and structure for any and all partnerships or strategic business alliances related to the
 - Product, services and experiences in gaming and esports offered by Party 1, and
 - Eventual integration of Party 2 in the business ecosystem of Party 1, including but not limited to establishing Gaming clubs, setting up online or offline Gaming Labs, and Education, Coaching and Training programs with the objective of providing career opportunities.
- 2. Term.** This MOU shall commence upon the Effective Date, as stated above, and will be valid for 3 (three) year.
- 3. Termination.** This MOU may be terminated at any time by either Party upon 30 (thirty) days written notice to the other Party.
- 4. Partnership Agreement.** The Parties shall execute a definitive Partnership Agreement within 90 (ninety) days, to broaden the purpose, and further define the objectives, scope of partnership and obligations of the Parties, following the signing of this MOU.
- 5. Good Faith.** The Parties undertake to act in good faith with respect to each other's rights in this MOU and to adopt all reasonable measures to ensure the realization of the Purpose of this MOU.
- 6. Representation and Warranties.** Both Parties represent that they are fully authorized to enter this MOU. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 7. Non-binding.** This MOU is not intended to be construed as a binding agreement. A binding agreement will not occur unless and until the Partnership Agreement is executed between the Parties.
- 8. Assignment.** No Party may assign either this MOU or any of its terms hereunder without the prior written approval of the other Party.
- 9. Governing Law and Jurisdiction.** The provisions of this MOU shall be governed by the laws of India. The courts at Jaipur (Rajasthan) shall have exclusive jurisdiction to entertain the matters/disputes arising out of this MOU and the Partnership Agreement.

The Parties agree to the terms of this MOU as demonstrated by their signatures below:



For **GG ESPORTS VENTURES PVT. LTD,**

Mr. Abhinandan Balasubramanian.
Director.

Photo Attested
Notary Public
JAIPUR

06 APR 2024

For **Poornima Institute of Engineering & Technology,**

Dr. Gautam Singh.
Registrar.

