



YourDOST

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on the 17th of May, 2023 between **YourDOST Health Solutions Pvt Ltd** and **National Institute of Technology, Delhi**.

1. **YourDOST** is located at Bangalore which is represented by Richa Singh (Director and Co-Founder YourDOST) and registered under the Indian Companies Act 2013 (CIN:U85100MP2015PTC034410). YourDOST is a counseling and emotional support, technology platform, designed to foster mental health. It anonymously connects individuals with the right experts, consisting of psychologists, psychotherapists, counselors, life coaches, career counselors who understand and can guide individuals through completely confidential one on one sessions.

Through personalized and professional guidance, Experts at YourDOST help individuals develop:

- a. Healthy personal relationships
- b. A productive and satisfying work-life balance
- c. A more focused approach towards achieving goals
- d. A more confident self
- e. The ability to deal with stress, anxiety, depression and pressures of all kinds and from many sources such as - personal, societal, peer, etc.

The key aspect of YourDOST is that people are kept completely anonymous throughout the platform. With the use of technology, YourDOST wants to make expert help widely and instantly available to everyone looking for emotional and mental wellbeing.

YourDOST is not a medical service or suicide prevention helpline. More details about YourDOST are available at www.YourDOST.com. YourDOST, herein afterwards, shall be referred to as **"The Service Provider"** and shall mean to include, authorized representatives, program managers of YourDOST, psychologists, psychotherapists, counselors, life coaches, career counselors representing YourDOST, and such others, who are directly involved in the framework of this Memorandum of Engagement.

2. **NIT Delhi** is a premier institute situated in Delhi. More details about NIT Delhi is available at <https://nitdelhi.ac.in/>. NIT Delhi herein afterwards, shall be referred to as **"The Client"** and shall mean to include authorized representatives, designated staff, officers, members and such others who are directly involved in the framework of this Memorandum of Engagement. Students/Faculty/Staff of NIT Delhi herein afterwards shall be referred to as **"NIT Delhi Users"**.

YourDOST Health Solutions Pvt Ltd

CIN :U85100MP2015PTC034410

Contact us- customersupport@yourdost.com Website: www.yourdost.com

Corporate Office: #2739, 1st Floor, 15th Cross, 27th Main Rd, Sector 1, HSR Layout, Bengaluru, Karnataka 560102

Registered Office: 18-A, Chhatrapati Shivaji Colony, Chunabhatti, Kolar Road, Bhopal, Madhya Pradesh - 462016



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3. The Client and The Service Provider are termed as the party and collectively called the parties under the framework of this engagement.
4. **NIT Delhi** has students, faculty and staff from different regions, cultures, socioeconomic backgrounds, age groups, religions, interests, etc., from India and abroad. The client is now seeking to manage the well-being of their campus community and believes a web platform like **YourDOST** could possibly help in this direction.
5. The Service Provider having the requisite experience, is capable of providing counseling through web & mobile platform.
6. Therefore, The Client, in furtherance of their objectives, wishes to avail and engage the services offered by The Service Provider. In return, The Service Provider agrees to render their services and the client accepts the same, as per the terms, given below in this Memorandum of Engagement.
7. The effective date of commencement under this MOU shall be the 1 August 2023 (“**Effective Date**”)
8. The Client agrees to the following:
 - a) To provide a slot (Time Period - 30 minutes) to spread awareness about YourDOST to the students.
 - b) To provide assistance in terms of mailers/newsletters, to be sent to the campus community twice in a month or at a predetermined frequency for increasing the usage if necessary.
 - c) To provide support of Clients’ network administrator to enable user tagging based on NIT Delhi IP address and through Institution’s official ID given to students and staff.
 - d) To provide necessary facilities to conduct workshop/webinar with students
9. The Service Provider agrees to the following benefits as listed in Appendix A to the Client as part of the agreement.
10. Commercials:
 - A. The Client agrees that for the Services provided under this MoU, it shall pay to the Service Provider, an amount of INR 150,000 plus taxes per quarter during this period. This amount shall be paid at the beginning of the quarter or within 10

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- days of raising the invoice whichever is later.
- B. For any other services over and above the standard services, commercials will be as delineated in Appendix B.
 - C. Pro-rata refund or concessions or adjustments will be provided by the Service Provider, in the unlikely event of cancellation of the agreement.
 - D. The Client agrees to provide travel, boarding and lodging or reimburse expenses on actuals, for all visits/purposes that are made during the period of this understanding.
 - E. All reimbursements shall be pre-approved by the Client.
 - F. All reimbursement claims shall be settled by the Client within one month from the date of submission of claims.
 - G. All payments and reimbursements shall be done either by cheque or bank transfer to the account of "YourDOST Health Solutions Pvt Ltd."
11. The Client and The Service Provider understand and accept the complex nature of this engagement. While both the parties shall strive and commit resources to achieve the objectives of the Client, each of the parties is aware, the following events may happen during the course of the engagement:
- a. Due to unforeseen reasons, not attributable to the Service Provider such as, political interference, Learners not getting employment, undue influence from family of the Learners, etc., there could be disturbance and disruption to the training and counseling process.
 - b. Despite the best efforts of the Service Provider, for reasons not attributable to the Service Provider, there could be any unfortunate incident or event, like harm to the NIT Delhi User or any other third party by the NIT Delhi User etc. which may take place, due to the direct, unexpected, unanticipated action of the NIT Delhi Users.
 - c. In the unlikely event any of the situations outlined in Clause a above, the Service Provider shall not be held responsible and accountable for such situations and no damages or penalties in whatever name so called shall be levied, by NIT Delhi, under the terms of this engagement.
12. All communications under this engagement shall be binding on the parties provided they are in writing. For the purposes of this clause, email communication from the registered mail addresses of the parties shall also be binding. Communication shall mean to include hard copies of letters, agreements, reports, documents, invoices, claims, photographs, word documents, spreadsheets, PDF files, PPT's, scanned copies, email attachments or

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any other form the parties specifically accept as binding on each other. Wherever it is found, feasible, relevant, possible, legally necessary, digital signatures shall also be acceptable to the parties.

13. The Client agrees to indemnify the Service Provider against any wrongful deeds, actions directly attributable to the Client and in turn the Service Provider also agrees to indemnify the Client for any wrongful deeds or actions directly attributable to the Service Provider. The parties further agree to cooperate with each other, so as to defend any third party suits, claims, injunctions, restraint orders, police complaints, court orders, summons or any other legal proceedings, brought against either of the parties
14. Any dispute between the parties shall be resolved by negotiations. In the unlikely event of failure of negotiations, such disputes shall be referred to Arbitration as per the Indian Arbitration and Conciliation Act 1996 and the rules made therein and as amended from time to time. The place of Arbitration shall be Bangalore and the language shall be English (UK). This Memorandum of Engagement is drafted as per the laws of India and the courts of Bangalore shall have jurisdiction over matters contained herein.
15. The terms of this engagement, communication between the parties in furtherance of this engagement, documents, reports, discussions, actions and outcomes relating to the subject matter of this engagement and any other information the parties specifically wish, shall be confidential at all times. This confidentiality shall subsist even after the termination of this engagement. For the purpose of this clause, the subject matter of engagement means, the person who is availing or for whom the service is provided under the terms of this engagement.
16. In the event that any information relating to this engagement or to the subject matter in question is demanded by law or during the course of a medical emergency, such passing of information by either party shall not be deemed to be a breach of confidentiality.
17. It is understood that mention of names of either of the parties in corporate communication or mentioning as partner shall not be construed as breach of confidentiality.
18. The Client agrees and undertakes that from the Effective Date and during the Term or 6 months after the expiration of this Agreement, they shall not directly or indirectly, on

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their own behalf or on behalf of others, contact, solicit, recruit, or induce or attempt to persuade any person now or at any time hereafter engaged by Service as an employee, officer, director, independent Service Provider, advisor, consultant or otherwise, to terminate their employment with, or otherwise cease their relationship with the Service Provider.

19. Termination of Engagement:

- This engagement may be terminated by either party, without assigning any reason whatsoever, by giving a written notice of two months.
- The Service provider reserves the right to terminate this engagement without giving any notice, when The Client has failed to settle financial dues within 30 days from the date they have become due.
- Upon termination of this engagement, both parties within a period of 30 days, hand over, all documents, reports, case discussions papers, etc., that are proprietary to either of them and there shall be no financial implications for handover of such proprietary information.
- This engagement is effective for 6 months (“**Initial Term**”) from the Effective Date and can be extended based on mutual agreement.

20. The parties hereby understand, agree and accept this Memorandum of Understanding by appending their respective signatures below.

YourDOST Health Solutions Pvt. Ltd

RICHA
SINGH

Digitally signed by
RICHA SINGH
Date: 2023.05.31
10:32:51 +05'30'

NAME:

DESIGNATION:

DATE:

PLACE: BANGALORE

National Institute of
Technology Delhi

NAME:

DESIGNATION: कुलसचिव / Registrar
राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
National Institute of Technology Delhi
प्लॉट सं. एफ.ए.7, जोन पी1, जी.टी.करनाल रोड, दिल्ली -36
DATE: Plot No. FA7, Zone P1, GT Karnal Road, Delhi-36

PLACE: DELHI

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