

YourDOST

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on the 13th September 2024 between **YourDOST Health Solutions Pvt Ltd** and **Gateway Education, Delhi-NCR, Sonipat**.

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.

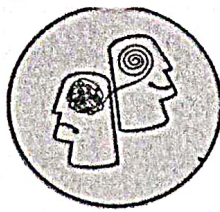
2. **Gateway Education** have premier institutes namely GIET, GCP & GCAD situated in Delhi-NCR, Sonipat. More details about GIET, GCP & GCAD is available at gateway.edu.in. Gateway Education herein afterwards, shall be referred to as **"The Client"** and shall mean to include authorized representatives, designated staff, officers, members and such others who are directly involved in the framework of this Memorandum of Engagement. Students/Faculty/Staff of Gateway Education herein afterwards shall be referred to as **"Gateway Education Users"**.

YourDOST Health Solutions Pvt Ltd
CIN :U85100MP2015PTC034410

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

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Registered Office: 18-A Chhatranati 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. **Gateway Education** 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 **20th September 2024** ("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 Gateway Education 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 provide the benefits as listed in Appendix A to the Client as part of the agreement.
10. **Commercials:**

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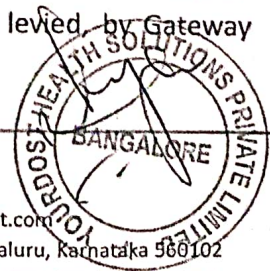
- A. The Client agrees that for the Services provided under this MoU, it shall pay to the Service Provider, an amount of INR 67,500 plus taxes quarterly during this period. This amount shall be paid at the beginning of every quarter or within 10 days of raising the invoice whichever is later.
- B. For 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. All reimbursement claims shall be settled by the Client within one month from the date of submission of claims.
- F. 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 Gateway Education User or any other third party by the Gateway Education etc. which may take place, due to the direct, unexpected, unanticipated action of the Gateway Education.
- 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 Gateway Education, under the terms of this engagement.

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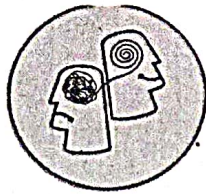
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16 Feb 24



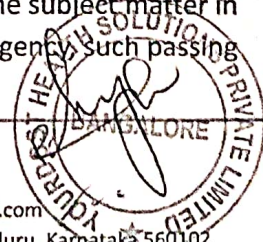
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12. All communications under this engagement shall be binding on the parties provided they are in writing. For the purposes of this clause, email communication from the registered mail addresses of the parties shall also be binding. Communication shall 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 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 Bengaluru and the language shall be English (UK). This Memorandum of Engagement is drafted as per the laws of India and the courts of Bengaluru 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

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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 12 months after the expiration of this Agreement, they shall not directly or indirectly, on 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:

- a. This engagement may be terminated by either party, without assigning any reason whatsoever, by giving a written notice of 30 days.
- b. 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.
- c. 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.
- d. This engagement is effective for 12 months ("Initial Term") from the Effective Date which is extendable based upon mutual discussion.


16 Sep 24

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

YourDOST Health Solutions Pvt. Ltd

Gateway Education



NAME: RICHA SINGH

DESIGNATION: CEO & CO-FOUNDER

DATE: 13 SEP 2024

PLACE: BANGALORE

WITNESS NAME: ADITYA KABRA

DESIGNATION: GROWTH MANAGER

DATE: 13 SEP 2024

PLACE: BANGALORE

NAME: DR. (COL.) A GARG

DESIGNATION: DIRECTOR GENERAL

DATE: 16 sep 24

PLACE: DELHI-NCR, SONIPAT

WITNESS NAME: MR. AJAY KUMAR

DESIGNATION: DEAN STUDENT WELFARE

DATE: 16-09-2024

PLACE: DELHI-NCR, SONIPAT

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Appendix A (Commercial Details)

Description	Qty
Counseling Support (20+ languages, 24x7, Web, Android, iOS) -Instant 24x7 Connect: Chat Sessions -24x7 Appointment Based: Audio Sessions -24x7 Appointment Based: Video Sessions	Unlimited
Workshops / Webinars	4 sessions in 12 months (One of them shall be a career-related workshop)
Aggregate Analytics of Usage	End of each month
Orientation session for students on campus	On Launch
Communication Interventions to promote engagement	Complementary
Informing institute of redflag cases (Category 1 - self harm; Category 2 - psychiatric intervention) as per escalation matrix provided	Complementary
Access to self-help content and tools - Self Assessment - E-modules - Blogs - Webinars	Complementary
TOTAL (Pilot Offering)	INR 35,000/month + taxes 28% off for the pilot INR 22,500/month + taxes



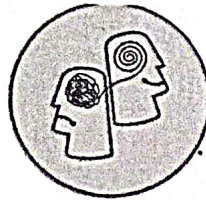
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Appendix B (addons):

A) Counselor at Campus for Face to Face Counseling Session

Description	Frequency	Amount
Counselor available at the campus for 3 hours - once a week, for face to face sessions* (walk-in + scheduled)	Once a week for 3 hours (3hrs equivalent to 4 sessions)	INR 5,000 / day + taxes + travel on actuals
Schedule Face-to-face counseling sessions in campus itself (Outside the 3 hours committed slot)	On Demand	INR 1,500 / session + taxes + travel on actuals

B: Telephonic Helpline

Description	Qty	Subtotal
Telecounseling on demand 24x7 <i>*Subject to change on increased demand</i>	One seat reserved	INR 20,000 / month

C: Workshops**

Workshops / Seminars / Webinars	Qty	Subtotal
Workshops (90 min)	On demand	INR 25,000 + taxes / workshop
Webinars (60 min)	On demand	INR 15,000 + taxes / webinar

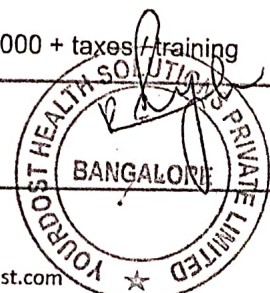
D: Barefoot Counseling (For Mentors / teachers identified)**

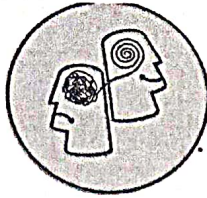
Barefoot Counseling	Qty	Subtotal
Primary Training session (150 min)	On demand	INR 30,000 + taxes / training

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E: Prevention Of Sexual Harassment (For Students, Teachers, Staff members etc)

Barefoot Counseling	Subtotal
Training Session	INR 30,000 + taxes / training

***The travel & acco. for all training/visits of YourDOST team to be borne by Gateway Education*



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