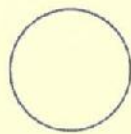


MEMORANDUM OF UNDERSTANDING

Between



THEFACTOR-Y LTD

And



**ANNAMACHARYA INSTITUTE OF TECHNOLOGY AND SCIENCES
RAJAMPET**

AGREEMENT

Between

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

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

Annamacharya Institute of Technology and Sciences, Thallapaka Panchayat, New Boyanapalli Village & Post, Rajampet Mandal, Annamayya District, A.P. – 516 126, India.

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

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

I. PREAMBLE

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

The Factor-Y offers innovators a unique opportunity to monetize and distribute innovations, where Ideas, IP, innovations are globally marketed.

Innovators may apply each of their innovations at the Factor-Y. After a successfully screening, scoring and approval, innovators transfer all their rights of such innovation to a specifically and individually build UK company ("ISPV"). In return the innovator receives a 25%, non-dilutive, share package.

The Factor-Y now takes over and is responsible for finding investors, further developing, and distributing the innovation and finally selling the ISPV. All without any involvement by the innovator.

At the point of the ISPV sale, the innovator shall receive 25% of the sales price. Furthermore the Factor-y issues a guarantee: If the ISPV is not sold within 36 months of full transfer of the innovation, innovator shall receive all IP back and receive a 100'000 USD compensation payment.

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

The details of such agreement may be found in the to be signed Innovation Agreement between The Factor-Y and an innovator (Sample attached as Annex 1).

II. DUTIES AND RIGHTS

- (1) The Partner agrees to further distribute the idea and mindset of the Factor-Y and open up his network and connect further interested parties. In particular, the Partner shall share and connect the Factor-Y with individual innovators and innovator groups within partners facility(ies).
- (2) 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.
- (3) If this Agreement ends, parties shall remove the data and pictures from the homepage within 48h.
- (4) Partner is automatically granted the right to participate in The Factor-Y Ambassador Program.
- (5) Partners agree to further explore future collaboration and will engage in such discussions as soon as possible.

III. LIABILITY

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

IV. CONTRACT START / TERMINATION

- (1) This contract shall commence with the signature by the Parties and is concluded for an indefinite period.
- (2) This contract may be terminated by either party with one months' notice to the end of the month.

V. 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.
- (4) 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.

- (5) 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.
- (6) This Agreement and all claims arising out of or in connection with this Agreement are in all respects governed according to the laws of Switzerland. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of the Kanton Zürich.

For and on behalf of The Factor-Y Ltd

Place and date: London, date

Signature: 
Print Name: Philipp Assmus
Position: Director

For and on behalf of Partner

Place and date: Rajampet, date

Signature: 
Print Name: Dr. SMV NARAYANA

**PRINCIPAL
ANNAMACHARYA INSTITUTE OF
TECHNOLOGY & SCIENCES
NEW BOYANAPALLI-516 126
RAJAMPET, ANNAMAYYA Dist. A.P**

