

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) is executed on the date or latter of the dates in the signature section, by and between:

People for the Ethical Treatment of Animals India, a Charitable Company incorporated under Section 25 of the Companies Act, 1956, having its registered address at PO Box 28260, Juhu, Mumbai 400049 (“**PETA India**”), represented by PETA India Director Poorva P Joshipura;

and,

Dr Ramandeep Singh, son of Sh Arjundev Singh, aged about 37 years old, residing at 148, Himuda Colony, Paonta Sahib, Sirmour, Himachal Pradesh 173025 (the “**Owner**”).

PETA India and the Owner shall, where the context permits, be collectively referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. The Owner has developed a leading computer-assisted learning software called Simcology, which is aimed at replacing the use of rats, mice, guinea pigs, rabbits, and other animals commonly used for pharmacology education and training (“**Simcology**”).
- B. The Owner has approached PETA India in relation to promoting the use of Simcology.
- C. Simcology uses interactive media content to recreate a virtual animal laboratory for undergraduate medical, pharmacy, and dental students; postgraduate pharmacology students; and paramedical students in nursing, medical laboratory technology, and physiotherapy courses to understand experimental skills and how animals respond to various chemicals and stimuli through simulation without having to maim or kill animals.
- D. In this context, the Owner is desirous of promoting Simcology and of PETA India doing the same. In turn, the Owner is willing to provide PETA India with free and reduced cost subscriptions to under the terms of the MOU.
- E. The Parties have discussed this arrangement, which they are now desirous of recording in this MOU.

It is agreed between PETA India and the Owner as follows:

1. Use of animals

The Owner represents, warrants, and undertakes that he will continue not to use animals for any purpose, during or after the term of this Agreement. The terms of this paragraph shall survive the expiration or termination of this Agreement.

2. Use of PETA India’s logo

PETA India hereby grants to the Owner a non-exclusive, worldwide, non-transferable, and royalty-free licence to use, reproduce, present, and display the PETA India name and logo on the Owner's website, educational materials, and in promotional materials, including news releases, videos, and/or photographs concerning Simcology. The Owner shall neither alter nor amend the PETA India name and logo in any manner other than to adjust the colour of the PETA India name and logo so as to ensure its visibility, nor shall any other drawing, symbol, or words be placed on or in any way adjacent to the PETA India name or logo to suggest that such drawing, symbol, or words are part of or associated with the PETA India name or logo. The Owner acknowledges that all uses of the PETA India name and logo shall not create in the Owner's favour any right, title, goodwill, or interest in or to the PETA India name and logo other than the right to use the PETA India name and logo in accordance with this MOU. PETA India warrants and represents that it has the full legal right, power, and authority to grant this licence. At PETA India's written request, the Owner must immediately discontinue all use, reproduction, presentation, and display of the PETA India name and logo and any references to PETA India.

3. Rights of PETA India to use Simcology's multimedia

The Owner grants to PETA India a non-exclusive, non-transferable, and royalty-free licence to use, reproduce, present, display, and distribute any images, videos and/or multimedia depicting or featuring Simcology that the Owner provides to PETA India or that the Owner publishes on Simcology's website, Facebook, Instagram, or any other social media, online or printed materials, via any medium and in any manner. The Owner warrants and represents that the Owner has the full legal right, power, and authority to grant this licence and that PETA India's use, reproduction, presentation, display, and distribution of the images, videos and/or multimedia will in no way infringe upon the rights of any other person or entity.

4. Free and Reduced Cost Subscriptions

- 4.1. The Owner shall provide to PETA India, at no cost, 20 subscriptions to Simcology to license to third parties at PETA India's sole and absolute discretion. Each subscription shall be of five-year duration beginning upon user activation and provided to PETA India in the following manner:
 - 4.1.1. 10 subscriptions no later than one month from the date this MOU is executed, and
 - 4.1.2. 10 more subscriptions no later than three months from the date this MOU is executed
- 4.2. Apart from the 20 subscriptions provided free of cost under Clause 4.1, the Owner shall offer an unlimited number of five-year duration subscriptions to PETA India, to be licensed to third parties at PETA India's sole and absolute discretion, for 50% off the wholesale price (per subscription), and distribute them beginning 1 January 2024, for the duration of this MOU.
- 4.3. The Owner acknowledges and agrees that PETA India is under no obligation to purchase any subscription and may use and distribute the subscription it receives for free or at a reduced or retail cost in accordance with this section at its sole

discretion in any manner whatsoever.

5. Warranties and Indemnification

- 5.1. The Owner represents and warrants that Simcology is free from substantive defects in workmanship and materials and is suitable for use for its intended purpose. The Owner represents and warrants that he has obtained any and all rights necessary to create and license Simcology and that he will comply with all applicable laws relating to Simcology, subscription accounts, this MOU, and the design, manufacture, and sale and other distribution of the subscriptions. PETA India assumes no liability to the Owner or to any third party with respect to Simcology or this MOU.
- 5.2. The Owner shall indemnify, defend, and hold harmless PETA India and other PETA entities and their respective officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, and costs (including reasonable attorneys' fees) arising out of, or related to, this MOU, including but not limited to any misrepresentations, and all causes of action, relating to Simcology or use of its subscriptions, and to the actions or omissions of the Owner or its officers, directors, employees, representatives, agents, or assigns in connection with this MOU or Simcology.
- 5.3. This paragraph shall survive termination of the MOU.

6. Term and Termination

- 6.1. This MOU shall be, unless terminated, in force for a period of three years from the date on which the MOU is executed ("**Term**").
- 6.2. The Term may be extended by the Parties by mutual consent and subject to such terms and conditions as the Parties may agree upon in writing.
- 6.3. The MOU (or any part thereof) may be terminated by the Parties at any time during the Term of the MOU by mutual consent, recorded in writing.
- 6.4. Either Party shall be entitled to terminate this MOU, or any part thereof, for any or no reason by issuing thirty (30) days written notice of its termination.

7. Amendments

Any amendments or alterations to this MOU shall be valid only if set out in writing and signed by both Parties.

8. Governing Law, Dispute Resolution, Jurisdiction, and Independent Parties

- 8.1. This MOU shall be governed by, and construed in accordance with, the laws of India.
- 8.2. If any dispute, controversy, or claim among the Parties arises out of or in connection with this MoU, including the breach, termination, or invalidity hereof

(the “**Dispute**”), the Parties shall use all reasonable endeavours to negotiate, with a view to resolving the Dispute amicably.

8.3. If a Party gives the other Party notice that a Dispute has arisen (the “Dispute Notice”), and the Parties are unable to so resolve the Dispute amicably within 15 (fifteen) days from the date of service of the Dispute Notice (or such longer period as the Parties may mutually agree prior thereto), then the Dispute shall be referred to and finally resolved by arbitration by a sole arbitrator mutually appointed by the Parties. The arbitration shall be conducted in accordance with the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2018, in New Delhi, India. The arbitration shall be conducted in English.

8.4. The Parties represent and warrant that they will comply with all applicable laws relating to this MOU. The Parties are independent contractors and possess no power or authority to assume or create any obligation or responsibility on behalf of each other. This MOU shall not be construed to create or imply any partnership, agency, or joint venture. This MOU may be signed using electronic means.

By signing, each Party represents and warrants that it is duly authorised to sign for and on behalf of the respective Party to bind such Party to the terms of this MOU.

Executed Contract:

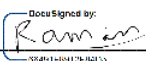
The Owner and PETA India agree to enter into this MOU as of the date or latter of the dates below.

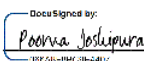
Owner

PETA India

Name: Dr Ramandeep Singh

Poorva Joshipura

Sign:  _____
DocuSigned by:
08491-69128-9423...

 _____
DocuSigned by:
08491-69128-9423...

Date: 8/10/2023

8/3/2023