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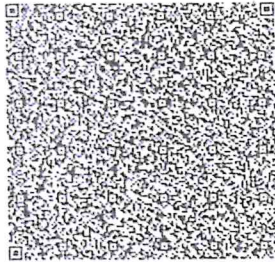
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 Purchased by : YENEPOYA DEEMED TO BE UNIVERSITY
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : YENEPOYA DEEMED TO BE UNIVERSITY
 Second Party : RDL TECHNOLOGIES PVT LTD
 Stamp Duty Paid By : YENEPOYA DEEMED TO BE UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
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For ST MILAGRES CREDIT SOUARDHA CO-OP LTD KARWAR, Br. Hampankatta, MANGALURU


AUTHORISED SIGNATORIES



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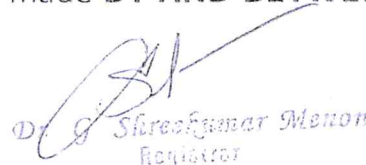

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangaluru, Karnataka.

FRAMEWORK AGREEMENT FOR COLLABORATION ON ACADEMIC RESEARCH AND EXTENSION ACTIVITIES BETWEEN YENEPOYA (DEEMED TO BE UNIVERSITY) AND RDL Technology PVT.LTD.

This Agreement dated June 15, 2018 is made **BY AND BETWEEN:**

The party of the first part,

For RDL TECHNOLOGIES PVT. LTD.,


Shree Kumar Menon
Registrar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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1. Yenepoya (Deemed to be University)
Mangaluru 575 016

Dr. Shreekumar Menon, Registrar of Yenepoya University, Deralakatte, Mangalore, Karnataka, India, acting on behalf of Yenepoya University, Mangalore.

And the party of the second part,

Mr. Raghavendra G. Shetty Founder Director & CEO, RDL Technologies Pvt. Ltd.

The Parties mutually acknowledge the necessary capacity to subscribe to this Framework Agreement, and to this effect:

DECLARE

FIRST.-

That **Yenepoya (Deemed to be University)** is a Private Deemed-to-be University under section 3A of the UGC Act 1956 (2008). The University was accredited with NAAC "A" grade with CGPA points 3.14 in the year 2015. University offers 105 different programmes in Health and Allied Sciences, The University currently has on its rolls nearly 3500 students. The University has introduced 70 new programmes during last 5 years. The University has introduced PhD programme in 39 Departments and Research Centres as per the UGC regulations. Research fellowships schemes and short research studies have been included in the curriculum to bring about research orientation and practice of evidence based medicine. 19 Application Oriented Courses and Value Added programmes enable students to acquire soft skills and provide greater employment opportunities.

SECOND RDL Technologies Pvt. Ltd. (Details enclosed as SCHEDULE-1).

THIRD.- That both parties according to their nature and purposes share interests in the development of Product development, research and extension activities in order to foster the creation of cost effective diagnostic solutions and transfer of knowledge. Therefore, both parties are interested in signing an agreement regulating this collaboration and developing the described objectives. From now on this agreement will be called Framework Agreement, subject to the following

ATTESTED
[Signature]

CLAUSES

[Signature]
Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

[Signature]
Dr. G. Shreekumar Menon
Registrar
Yenepoya (Deemed to be U. Mysuru)
Mangalore 575 013

FIRST.- OBJECTIVE

For **RDL TECHNOLOGIES PVT. LTD.,**
[Signature]
Director

This Framework Agreement is intended to facilitate the scientific exchange and advice between the undersigned institutions within the scope described in this document and, in particular, those activities related to development of Cost effective, easy to use, hand-help medical Solution and associated systems for accurate detection of identified ailments.

SECOND.- FORMS OF COLLABORATION

The forms of collaboration under this Framework Agreement may include, but are not limited to:

1. Jointly prepare product specifications and features to enable development of diagnostic tool set to detect specific ailments.
2. Development of Electro-Chemical based sensor and the embedded system for data processing, Human Machine Interface and hence fulfil all Electronics and Computer related requirements respectively.
3. Implementation and product prototype realization to specification and patent.
4. Develop Commercial products, associated documentation
5. Patent and Grants
6. Whatever other form of collaboration considered necessary to meet the objectives of this Agreement.

THIRD.-DEVELOPMENT AND MANAGEMENT OF JOINT ACTIVITIES


The development of the activities to be developed jointly between the Parties shall be established through specific Agreements, in which the signatory entities or any other minority holdings shall be able to intervene, directly or indirectly.

The specific Agreements shall refer to this Framework Agreement and, where appropriate, shall establish the economic contributions which are necessary for the adequate development of the project.

In regard to the project associated to this agreement, it is understood that the first party would be responsible for securing and managing the required funding for the project. The role of the Second party is to develop the embedded system for data processing and Human Machine Interface respectively and work jointly on all activities in realization and commercialization of the product.

For **EDL TECHNOLOGIES PVT. LTD.,**


Director


Dr. G. Shree Kumar Menon
Registrar
Yenepoya (Deemed to be University)
Mangalore 575 013

ATTESTED
Dr. Gangadhara Somayaji I
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatti
Mangalore 575 018, Karnataka

FOURTH.- SUPERVISION OF THE EXECUTION OF THE FRAMEWORK AGREEMENT

A Supervision Committee shall be created to interpret, supervise and control compliance with this Framework Agreement, as well as with the specific Agreements subscribed to during the development of this Agreement. Each party shall designate two of the four members of the Committee, which shall meet at least once a year.

The Committee shall interpret the questions that may arise regarding the content of this Agreement and shall ensure coordination, development, supervision and implementation of the actions set forth therein.

FIFTH.- LENGTH OF THE AGREEMENT

This Framework Agreement shall remain in force for a period of Five years, and may be extended for additional periods by agreement of the Parties, unless otherwise expressed by one of the Parties and communicated at least three months before the expiry date.

The specific Agreements made in the course of this Agreement shall be of the agreed length for each case.

SIXTH.- DISCLOSURE OF INFORMATION

Any information or publicity resulting from collaboration under this Framework Agreement or the specific Agreements shall include the collaboration between the Parties.

SEVENTH.-TERMINATION

This Framework Agreement may be amended at any time by agreement of all Parties, at request of either party, and may be terminated by any of the following causes:

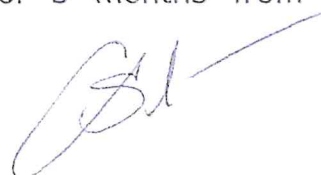
- a) by mutual agreement, duration of 3 months from the time mutually agreed ;

For RDL TECHNOLOGIES PVT. LTD.,


Director

ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.



- b) due to a serious and repeated breach of the obligations under the agreement;
- c) due to a denunciation of any of the Parties in accordance with the seventh clause;
- d) Other causes set out in the legislation currently in force.

EIGHTH.- JURISDICTION

This Agreement has a civil nature. Any conflicts that could arise regarding the interpretation and execution of this Agreement will be resolved by mutual agreement and by the Supervision Committee mentioned in the fourth clause.

In any case, disputes concerning the interpretation and implementation of this Agreement which cannot be resolved by the Supervision Committee shall be settled by the Civil Courts within Mangaluru.


Ninth – Intellectual Property Rights

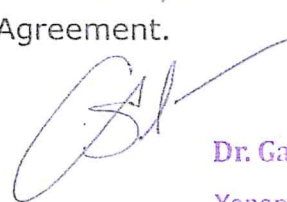
All Intellectual Property generated by both the parties is free to be used for activities bound by this MoU. In case there be a need to use the Intellectual Property generated within the scope of this MoU to be used elsewhere, a separate MoU is recommended. This MoU is expected to cover aspects like Royalty, Revenue sharing, Patent, Concept, instrument and product handling and branding

Tenth – Space and Basic Infrastructure

First party is willing to provide space with basic required infrastructures for joint Product Development Lab this would help improved collaboration and enabling quality product realization.

IN WITNESS WHEREOF, the undersigned, being duly authorized, sign this Framework Agreement in duplicate, on all the sheets, in the place and on the date mentioned at the beginning of said Agreement.

For RDL Technologies Pvt. Ltd.,

 Director
 RDL Technologies Pvt. Ltd

ATTESTED

 Dr. Gangadhara Somayaji K S
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Derlakatte
 Mangaluru 575 018, Karnataka.
 Yenepoya University
 Dr. G. Sreejaganar Menon
 Registrar
 Yenepoya (Deemed to be University)
 Mangaluru 575 018