Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made and entered into at Mumbai on April 16, 2026

By and between:

Upstox Securities Private Limited, having its Registered Office at 809, New Delhi House, Barakhamba Road, Connaught Place, New Delhi – 110001, and corporate office at 30th Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai – 400013 (hereinafter referred to as "**Upstox**").

AND

Bridges for Enterprise, Shaheed Sukhdev College of Business Studies having an address at: PSP Area-IV, Dr. K.N. Katju Marg, Sector 16, Rohini, Delhi – 110089 (which expression shall it be repugnant to the context or meaning thereof include their executors, administrators and permitted assigns) of the second part (hereinafter referred to as "THE INSTITUTE").

"Upstox" and "THE INSTITUTE" are hereinafter collectively referred to as the "Parties" and individually as a "Party."

Whereas

a) Upstox is a Securities and Exchange Board of India ("SEBI") registered stock/ currency broker having membership of National Stock Exchange ("NSE") / Bombay Stock Exchange ("BSE") and engaged in stock/ currency broking business.

b) Both parties recognize and agree to the mutual benefits of collaboration to enhance educational opportunities and practical knowledge in the field of finance and particularly the capital markets, as specified in Annexure A attached hereto.

c) The detailed scope, responsibilities, deliverables, and stakeholder coverage are set out in **Annexure – A** (Scope of Work), which forms an integral part of this MOU.

d) This MOU is non-exclusive, and each Party may pursue similar collaborations with third parties.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

a) "Applicable Law" means all laws, rules, regulations and guidelines in force in India applicable to the activities contemplated under this MOU.

b) "Confidential Information" means non-public information disclosed by either Party in connection with this MOU, including technical, commercial, financial, personal data, and operational information.

c) "Scope of Work" means the operational scope, responsibilities, benefits, and deliverables set out in Annexure – A.

2. **Purpose-**

The purpose of this MOU is to establish a collaborative framework for academic-industry engagement to deliver online, offline and video-based financial literacy programs during event(s) at THE INSTITUTE. The Event is planned on April 23, 2026.

3. **Objectives:**

The objectives of this MOU are as follows:

a) To facilitate educational activities and events that promote awareness and understanding of financial markets and specifically investing and trading among the students of THE INSTITUTE.

b) To foster a practical learning environment for the students.

4. **Term & Termination –**

a) This MOU will be valid for 3 months commencing from the date of execution i.e. 16-04-2026 till 16-07-2026. Either Party may terminate this MOU by giving one (1) month's prior written notice to the other Party, subject to the existence of a valid and reasonable cause for such termination.

b) Upon the expiration, completion or early termination of this Agreement, THE INSTITUTE shall immediately, as the case may be and as Upstox reasonably requires, return all Upstox Materials and documents.

c) On termination, THE INSTITUTE shall immediately return all originals/copies of Confidential Information and all Intellectual Property owned or provided by Upstox or developed by THE INSTITUTE under this Agreement.

5. **Benefits-**

- Students: Practical training, certifications, and access to premium education resources.
- Institute: Enhanced student employability, long-term collaboration with Upstox and participation in annual initiatives.
- Faculty, Non-teaching staff and Alumni: Finance workshops and tailored programs supporting long-term financial wellness.

6. **Financial Terms**

- As specified in Annexure A attached hereto.

7. **Representations and Warranties**

The Parties represent and warrant that they have the capacity and resources to enter into this MOU and have all permits under applicable laws for the time being in force.

THE INSTITUTE represents and warrants that they agree and understand that Upstox is registered with SEBI, NSE and BSE and accordingly would ensure that its actions are at all times within the scope of applicable laws.

THE INSTITUTE will not make any presentations before any media house including in the form of press release without written approval of Upstox.

8. **Confidentiality**

Each Party shall hold Confidential Information of the other Party in strict confidence, use it only for the purposes of this MOU, and not disclose it to any third party without prior written consent, except where disclosure is required by Applicable Law or a competent authority, either Party may disclose such information so long as the Party so required gives the other Party to the Agreement prompt written notice in advance, to ensure that such disclosures is accorded confidential treatment and also enables such other Party to seek a protective order or other appropriate remedy at the Discloser's sole cost. Confidentiality obligations shall survive for period of 3 years from the date of termination or expiry of this MOU.

During the term of this MOU or thereafter, THE INSTITUTE shall not in any way make use of any such Confidential Information to the disadvantage of Upstox or divulge any such Confidential Information to anyone other than Upstox or persons designated by Upstox unless or until such Confidential Information has been publicly released by Upstox or becomes generally known to the public from other sources.

If THE INSTITUTE processes any Upstox Data when performing its obligations under this MOU, THE INSTITUTE shall always abide by all applicable laws and statutory regulations in processing of such Upstox Data. THE INSTITUTE shall indemnify Upstox against any breach of this clause including any direct damages and business losses.

9. **Intellectual Property**

- Each Party retains all right, title, and interest in and to its pre-existing and independently developed intellectual property.
- All intellectual property rights in the logos, brands, trade name and trademarks and any other intellectual property of Upstox in furtherance of the MOU shall vest with the Upstox who had originally created it. In the absence of express words to the contrary, nothing in this MOU shall be interpreted as giving any right/s or interest in the Upstox intellectual property rights other than THE INSTITUTE being able to use logos in pursuance of this MOU. Nothing in this MOU shall be construed to mean grant of license, assignment of Upstox intellectual property rights to THE INSTITUTE.

- In all the communications materials, collaterals, flyers, social media THE INSTITUTE will use the name and Logo of **Uplearn by Upstox** with prior written approval from Upstox.
- THE INSTITUTE undertakes that it shall not refer to the name, logo and/or trademark of Upstox for its own marketing purpose unless permitted through prior written approval from Upstox.

10. **Data Protection**

Both Parties shall comply with applicable data protection, privacy or similar laws anywhere in the India ("Data Protection Laws") that apply in relation to any personal data processes in connection with this Agreement ("Protected Data") and render such assistance and cooperation as is reasonably necessary or requested by Upstox.

11. **Data Purging**

THE INSTITUTE shall retain the Data (including any content or personal data), transaction data and reports only till the time the Services under this MOU have to be performed successfully, post which, THE INSTITUTE will permanently purge all Upstox data (including any content or personal data), transaction data and reports and the same will not be available in THE INSTITUTE's records, certify that Data being purged at THE INSTITUTE's end in writing.

12. **Limited Warranty**

THE INSTITUTE understands and acknowledges that all the data/information provided by Upstox are proprietary or licensed to Upstox and its affiliates. Such data is subject to continuous change and therefore not warranted as to their merchantability, completeness, accuracy or fitness for a particular purpose. Upstox nor any of its affiliates make any warranties, express or implied, as to the accuracy, adequacy or completeness of any of the information contained in the aforesaid data. All such data/information provided in the webinar is on "as is" basis, without any warranties as to merchantability or fitness for a particular purpose or use or with respect to the results which may be obtained from the use of such data.

13. **Indemnification**

Notwithstanding anything mentioned to the contrary in this agreement, THE INSTITUTE agrees to indemnify, hold harmless and undertakes to defend Upstox, its Affiliates and their respective employees, officers and directors against all losses, claims, damages, and liabilities as a result of:

a. any claims of infringement of the Intellectual Property Rights;
b. any third-party claims arising out of or in connection with the performance of the

Services;

c. any claims, demands, fines, penalties and other sanctions imposed by a court, tribunal or other governmental authority for non-compliance with any laws;

d. any legal obligations or losses, costs or damages arising directly or indirectly, out of any misconduct or misuse of the powers, duties assigned to THE INSTITUTE;

e. any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omission or commission of THE INSTITUTE;

f. any claim made by the third party in case of plagiarized content or content owned by any other entity, provided to Upstox;

g. breach of the terms of this Agreement, willful default, gross negligence, omission or act of commission performed by THE INSTITUTE during the tenure of this Agreement.

h. breach of applicable laws including data protection, anti-corruption and anti-bribery laws.

14. **Limitation of Liability**

Under no circumstances Upstox will be liable to THE INSTITUTE or any third party for any special, incidental, indirect or consequential damages, damages from loss of use, data, profits or business opportunities whether in contract or tort (including negligence), products liability or any other theory of liability, regardless of whether THE INSTITUTE has been advised of the possibility of such damages, arising out of or in connection with this agreement. Upstox shall have no liability towards direct damages for any reason. THE INSTITUTE acknowledges and confirms that Upstox shall have no liability whatsoever under this MOU.

The aggregate liability of THE INSTITUTE, in respect of any losses, costs claimed by Upstox for any breach of this agreement and applicable laws in relation to this agreement, will be at actuals, from the date such liability first arose.

15. **Disputes**:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives.

The Parties agree that: (a) This MOU shall be construed in accordance with and governed by the laws of India, and the Parties agree to submit to the exclusive jurisdiction of the courts at Mumbai. (b) In the event of any differences or dispute or questions arising between the Parties hereto, or between any of them, whether during the continuance of this MOU or after, the Parties hereto shall make every effort to settle the same amicably and by mutual discussion and negotiation within 30 (thirty) days of

any Party notifying the other Party in writing that the dispute has arisen and specifying the dispute. In the event the dispute between the Parties hereto cannot be settled amicably, the dispute shall be settled by arbitration through a mutually appointed sole arbitrator, to be held at Mumbai, India in accordance with the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award shall be final and binding on both the parties. (c) Nothing in this clause shall prevent, or be construed as preventing, a Party from seeking injunctive or other equitable relief in a court of appropriate jurisdiction. The prevailing party therein shall be entitled to recover its reasonable attorney's fees and costs of litigation or arbitration from the non-prevailing party.

16. **General Terms**

a. **Relationship Between Parties** - The Parties agree and acknowledge that their respective obligations towards each other are on a principal-to-principal basis and nothing herein contained shall be deemed to create any employment, partnership, joint venture between Upstox and THE INSTITUTE or their representatives, students and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party. THE INSTITUTE is not an agent of Upstox and is not authorized to make any representation, contact, or make commitment on behalf of Upstox unless specifically requested or authorized to do so in writing by Upstox.

b. **Assignment** - The rights and responsibilities and obligations contained hereunder may not be assigned by THE INSTITUTE, without Upstox's written consent. Upstox shall always retain the right to assign this MOU for such remaining period of the MOU, to any of its subsidiaries, associates. THE INSTITUTE shall sign any novation document for transferring of the services pursuant to Business Transfer/restructuring.

c. **Sole Arrangement** - This MOU supersedes any/ all MOUs previously made between the Parties relating to its subject matter. There are no other understandings, agreements or MOU between the Parties whether express or implied.

d. **Modifications** - Modifications of and amendments to this MOU can only be made in writing and signed by duly Authorized Representative of the Parties.

e. **Survival** - Any terms and conditions that by their nature or otherwise reasonably should survive cancellation or termination of this MOU, shall also be deemed to survive. Such terms and conditions include but are not limited to Indemnity, Confidential Information, Relationship, Limitation of Liability, Intellectual Property Rights, Representation and Warranties, Term & Termination, Governing Law, Jurisdiction and Dispute Resolution.

f. **Counterparts** - Parties agree that facsimile or electronically transmitted signatures shall be deemed to be originals, and both parties agree to accept and be bound thereby.

This MOU may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and either Party may execute this MOU signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in 'portable document format' (pdf) shall be as effective as signing and delivering the counterpart in person.

g. Force Majeure - Neither Party shall be liable for any delay or failure to perform due to events beyond its reasonable control, including acts of God, war, terrorism, governmental actions, strikes, or failures of utilities, provided prompt notice is given and performance resumes as soon as practicable.

h. Notices - All notices or communications under this MOU shall be in writing and delivered by hand, reputable courier, or email to the following addresses (or such other address as a Party may later designate by notice):

Upstox: Legal, Upstox Securities Private Limited, 30th Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai – 400013;
Email: contact@upstox.com / compliance@upstox.com.

Institute: Bridges for Enterprise, Shaheed Sukhdev College of Business Studies
Address: PSP Area-IV, Dr. K.N. Katju Marg, Sector 16, Rohini, Delhi – 110089
Email: bfe_delhi@sscbs.du.ac.in

i. Amendments and Waivers - No amendment, modification, or waiver of any provision of this MOU shall be effective unless in writing and signed by authorized representatives of both Parties.

For **Upstox Securities Private Limited**
Name: **Amit Lalan**
Designation: Director

Signature: _____

For **Bridges for Enterprise, Shaheed Sukhdev College of Business Studies**
Name: **Lakshit Seth**
Designation: President

Signature: 

Email ID: lakshit.seth@bridgesforenterprise.com

Phone No: +91 98739 22397

Annexure – A
Scope of Work

WITNESSTH:

That for and in consideration of the mutual covenants herein contained; now the UPSTOX and Bridges for Enterprise, Shaheed Sukhdev College of Business Studies agreed as follows:

SECTION: DELIVERABLES

1. Deliverables by Upstox (UPSTOX)

- Providing 38 Uplearn Subscriptions worth ₹999 for 3 months to finalists of Capital Conquest, Bridges for Enterprise's annual event.
- Providing 8 Uplearn Subscriptions worth ₹1499 for 6 months to the runner ups of Capital Conquest, Bridges for Enterprise's annual event.
- Providing 54 Uplearn Subscriptions worth ₹2499 for 12 months to the winners and organising team of Capital Conquest, Bridges for Enterprise's annual event.

2. Deliverables by THE INSTITUTE

- Bridges for Enterprise will promote the offer among its members and participants through appropriate channels.
- Uplearn By Upstox, will receive branding opportunities and visibility in Capital Conquest's promotional activities.

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