MEMORANDUM OF UNDERSTANDING
BETWEEN
KMCT COLLEGE OF ALLIED HEALTH SCIENCES

AND
LENSKART EYETECH

I. INTRODUCTION

This binding MEMORANDUM OF UNDERSTANDING ("**Memorandum**"), is dated 01/03/2023 executed at New Delhi, between KMCT COLLEGE OF ALLIED HEALTH SCIENCES ("**Partner**"), An organization established under the laws of India with its registered office at MANASSERY (P.O), THOONGAMPPURAM, CALICUT, PIN - 673602 represented by PRINCIPAL- PROF.DR. SANTHEEP.S ; and Lenskart Eyetech having its registered office at W-123, Greater Kailash – II , New Delhi 110048 represented by MR. SUMIT MARDA collectively referred to as the "**Parties**" and individually as a "**Party**".

II. PREAMBLE

WHEREAS[KMCT COLLEGE OF ALLIED HEALTH SCIENCES], the Partner, is an organization established with the goal of providing education in the field of optometry

WHEREAS, Lenskart EyeTech PVT LTD is a private company formed under the laws of India for undertaking activities in the field of vision correction, conducting eye checkups and spreading awareness about the importance of improving eye health.

WHEREAS, this Memorandum has as its objective the collaboration and participation of both organizations for the purposes of providing learning platform on retail Optometry, through an internship program of 6 months for a period of 3 years

THEREFORE, the Parties wish to continue working together and in compliance with the following clauses set forth below:

III. GOAL

The Parties have agreed to work together towards
Providing exposure on Retail Optometry, Customer service and Eyewear products which will help to improve the Dispensing standards of Indian optometry

The Parties agree and acknowledge to collaborate on the following areas:

1) The interns will be provided by the college/institution and Lenskart will give opportunity for the selected interns to observe and learn for the entire period.
2) The Internship program will includeone week basic training on retail optometry which will be held at selected locations decided by Lenskart.
3) The Lenskart stores for the interns to be present during their internship period will be selected by Lenskart.
4) Lenskart will provide support in learning during the agreed tenure. Accommodation, travel, food and other expenses would be worn by the interns.
5) There is no financial agreement executed by Lenskart and the party for this internship purpose dated from 1st March 2023 to 31st Jan 2026.
6) the Lenskart is not responsible for any fees which are collected from students by the college for the internship program which is provided by Lenskart to interns

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7) The selection of students will be done by the Lenskart academic team by examination or by interview on merit only.
8) It is mandatory for the interns to be available in the store from 11am-6pm for 6 days in a week .one day will be off for the students which will be decided by the internship in charge
9) Students should be well disciplined as per the standard of the Lenskart code of conduct in dressing and grooming. The dress code and the guidance will be provided by internship in charge.
10) A learning badge provided by Lenskart to interns has to be worn all the time while in store.
11) Students will be monitored on their daily learnings as a part of internship
12) Daily attendance and the activity assigned to students will be monitored by the assigned internship trainers
13) Any activity of the interns which affect adverse to the good reputation of the Lenskart will be terminated without any notice
14) Certification will be done on the last day of the program on successful completion of the internship without any breach.
15) Lenskart will not be responsible for any other academic related matters by the students.

IV. RESPONSIBILITIES AND OBLIGATIONS OF PARTNER

The Partner is responsible for undertaking and ensuring the following:

The college should arrange the platform for the selection of the students to the internship program

V. REPRESENTATIONS & WARRANTIES OF THE PARTNER

The Partner represents and warrants to Lenskart as follows:

a. It is validly incorporated, it has taken the requisite licenses and approvals in respect of this Memorandum and it has the power and authority to execute this Memorandum.

b. It is an entity validly executed/organized and incorporated in India.

c. It is compliant with and continues to be compliant with all applicable laws including foreign exchange and tax laws.

d. It holds valid licenses, registrations and approvals necessary for the purposes of the activities contemplated in this Memorandum.

e. It has undertaken similar activities and projects as contemplated in this Memorandum and has the necessary expertise, resources and personnel to deliver the agreed goals/milestones.

f. There is no legal proceeding or litigation pending or threatened against the Partner.

g. The Partner is an educational organization of good standing and is not on any warning list or defaulter list of any of the government authorities.

VI. DUE DILIGENCE

Lenskart may request copies of documents on the registration, university collaboration etc, if it meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of incorporation, a list of projects undertaken by it, a list of the names of all of its board members and principal officers, tax registrations, foreign donations, FDI status, copies of Partner's bylaws and articles of incorporation. The Partner agrees to notify Lenskart immediately of any change in its status or operations,

or if any official judicial, legislative, or administrative proceeding is instituted against it. Such due diligence shall not absolve the Partner of its obligations under this Memorandum.

VII. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

I. Partner:

PROF. DR. SANTHEEP. S

I. Lenskart EyeTech

JIJITHA PRABHA. P

Such Principal Contacts may be changed in writing from time to time by their respective representatives.

VIII. USE OF INTELLECTUAL PROPERTY

The Parties agree that any intellectual property, which is created or developed through activities and arrangements pertaining to the center specified under this Memorandum, shall be exclusively owned by Lenskart and used for non-profit, and non-commercial purposes after prior written consent of Lenskart.

The Partner also agrees and acknowledges that the Partner shall not issue any press releases or otherwise make any public statements with respect to the arrangement contemplated herein without the prior consent of Lenskart.

IX. EFFECTIVE DATES AND AMENDMENTS

This Memorandum shall take effect upon signing by both Parties and shall remain in effect for a period of 1 year from that date unless earlier terminated.

Neither Party may assign or transfer all or any portion of this Memorandum without the prior written consent of the other Party.

The Memorandum may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this Memorandum may only be amended or waived by mutual written agreement by both Parties.

Lenskart may terminate this Memorandum (and any related agreement, work plan and budget, if executed/agreed) at any time and for any reason by giving thirty (30) days prior written notice to the Partner.

X. TRANSFER OF FUNDS

The Parties acknowledge and agree that this Memorandum does not create any financial or funding obligation on either Party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (if entered between the Parties) that specifically defines the terms and nature of such obligations and that references this Memorandum. Such subsequent agreements or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

XI. NO JOINT VENTURE

Notwithstanding the terms "Partners" herein, the Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial

undertaking for monetary gain. Neither of the Parties will refer to or treat the arrangements under this Memorandum as a legal partnership or take any action inconsistent with such intention.

XII. GOVERNING LAWS AND JURISDICTION

This Memorandum shall be governed by Indian laws. All the issues and disputes arising out of this Memorandum shall be subject to the non-exclusive jurisdiction of the courts in New Delhi.

XIII. INDEMNITY

The Partner agrees to indemnify and hold harmless Lenskart from and against any and all claims, lawsuits, actions, damages, loss, costs and expenses (including attorneys' fees), and demands, by third parties, that in any manner result from the Partner's breach of obligations and undertakings in this Memorandum or its omission or negligence or willful misconduct or default. Lenskart's liability under or arising out of this Memorandum shall be restricted to the last invoice payable by it.

XIV. ENTIRETY

This Memorandum including all Annexes, embodies the entire and complete understanding and agreement between the Parties and supersedes all prior agreements, documents and correspondences executed by the Parties.

FOR
KMCT COLLEGE OF ALLIED HEALTH SCIENCES

PROF. DR. SANTHEEP. S
PRINCIPAL

Prof. Dr. SANTHEEP.S
DIRECTOR / PRINCIPAL
KMCT COLLEGE OF ALLIED HEALTH SCIENCES

FOR
LENSKART EYETECH

MR. SUMIT MARDA
ACADEMIC HEAD
Lenskart.com

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