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Certificate No. : IN-UP24263218728772V
Certificate Issued Date : 02-Jun-2023 12:34 PM
Account Reference : NEWIMPACC (SV)/ up14492904/ MURADABAD SADAR/ UP-MRD
Unique Doc. Reference : SUBIN-UPUP1449290443321961949711V
Purchased by : REGISTRAR TMU MORADABAD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : REGISTRAR TMU MORADABAD
Second Party : Not Applicable
Stamp Duty Paid By : REGISTRAR TMU MORADABAD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

सत्यमेव जयते



₹100

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IN-UP24263218728772V

MEMORANDUM OF UNDERSTANDING

Between Whizhack Technologies Private Limited having its office in Unit No. 901/901A, The Palm Springs Plaza, Sector-54, Gurugram – 122011 and Teerthanker Mahaveer University (TMU) having its campus in Delhi Road, NH – 24, Bagadpur, Uttar Pradesh - 244001

Each of WhizHack Technologies Private Ltd and Teerthanker Mahaveer University, hereinafter collectively referred to as "Parties" and individually referred to as "Party"

AND WHEREAS

1. WhizHack Technologies is India's only vertically integrated Cyber Security organization, developing security softwares, providing managed security services and driving its academia association through Centre of Excellence
2. Teerthanker Mahaveer University is a Private University in UP. As a multi-disciplinary varsity, it offers career-oriented programs at all levels, UG, PG and Doctoral degrees across diverse streams.

Recognizing the mutual interest and benefits in strengthening technical cooperation with in a framework of collaboration for research and capacity building in defined areas, Whizhack Technologies Private Limited and Teerthanker Mahaveer University (TMU) have reached the following understanding:

Signature of Registrar
Registrar
Teerthanker Mahaveer University

Signature of WhizHack Technologies

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

1. SCOPE AND ENGAGEMENT

- 1.1 Parties agree to set up the Centre of Excellence (COE) to encourage and promote co-operation in the fields of Cyber Security and Block chain.
- 1.2 On mutual consent introduce integrated programs in Cyber Security and Blockchain in M.Tech, B.Tech, BCA, B.Sc., BBA & MBA programs with WhizHack as the Industry Interface Partner.
- 1.3 Joint Research in Cyber Security, AI, IOT areas of study.
- 1.4 School Outreach Programs in the local catchment areas.
- 1.5 Discounter Certifications for all the students of the University
- 1.6 Exploring opportunities for co-operation in any other areas of mutual interests
- 1.7 The form and cost for individual activities of co-operation under this Memorandum of Understanding shall be agreed upon by both Parties and shall be governed by additional annexures attached with this Memorandum of Association.
- 1.8 The activities related to the project shall be implemented in accordance with the prevailing laws and regulations in the relevant place in which the activity is being undertaken.
- 1.7 Parties shall endeavor to facilitate all formalities in connection with the preparation, and implementation of activities within the framework of this Memorandum of Understanding. Any and all costs and expenses incurred by any party hereto in the connection shall be borne by the said Party.
- 1.8 Parties may appoint project wise representatives within the areas of collaboration. Parties agree to review at mutually decided intervals, the progress of the collaboration under this Memorandum of Understanding. Meetings will be convened and at a venue and time agreed between the Parties. Each party shall be responsible for its own expenses incurred in sending representatives to attend review meetings

2. TRADE NAME & LOGO

- a. Subject to mutual understanding of the parties, the trade name and logo of both the parties can be used for promotion of course/courses. Respective parties will send soft copy of all the promotional material and contents mentioned in such promotion material, script in case of any audio/video promotion.
- b. Both the parties shall not use any proprietary information without prior written consent of other party

3. ASSIGNEMENT

The rights to each party under shall not be assigned or transferred to others without prior written consent of other party and any attempt to so assign or transfer this Agreement without such consent shall be null and void and constitute a material default hereunder.

4. DISPUTE RESOLUTION

If any dispute, difference or questions arising out of this Memorandum of Understanding between the parties then the parties shall resolve that dispute through negotiations and in good faith.



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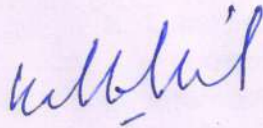
5. TERM AND TERMINATION

5.1 This Memorandum of Understanding will come into effect on the day on which signed by both Parties. It will continue for a period of 3 years, thereafter this Memorandum of Understanding may be extended for a further period by agreement between both Parties.

5.2 Any Party may at any time terminate this Memorandum of Understanding by giving the other Party at least sixmonths' notice in writing. In the event of the expiration or termination of this Memorandum of Understanding, obligations and commitments already agreed upon shall be honored and continued by the Parties until full completion.

WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as on Day of June 02, 2023.

WhizHack Technologies Private Limited

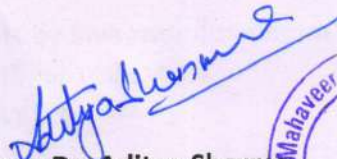


Name: Kallol Sil

Title: CEO

Dated: June 02, 2023

Teerthanker Mahaveer University



Name: Dr. Aditya Sharma

Title: Registrar

Dated: June 02, 2023



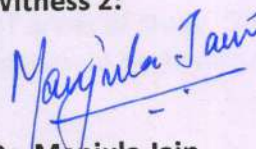
Witness 1:



Dr. Souvik Sarkar

Head of Partnership & Alliances- Education

Witness 2:



Dr. Manjula Jain

Dean – Academics

Annexure 1 – COE

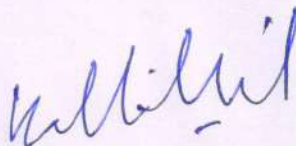
1. SCOPE

Setting up of the Centre of Excellence in Cyber Security with the following deliverables:

- a. Provide Trace – Threat Intelligence Platform
- b. Whiz Labs -Facility for all students enrolled under the Centre of Excellence
- c. Whiz Range - Facility for the students doing programs, apart from Foundation.
- d. Foundation program – 1500 students. The syllabus of the foundation program is for Under Graduate students, aligned with the UGC guidelines (Schedule I) until full utilization.
- e. Cyber Security Pro program for 100 students by invitation (minimum batch size 20) – Curriculum as stated in (Schedule II), until full utilization.
- f. Internships to the students of Cyber Security Pro
- g. Certification by Whizhack and TMU jointly
- h. Expert Talk every quarter
- i. Adoption of Hacking Club
- j. Conducting Hackathons/CTFs
- k. AI Challenge Event
- l. Joint Research - Exchange technical information and expertise in the research and development of Cyber Security, AI and IoT areas of study. Outcomes to have mutual benefits and joint IP. The engagement would be governed by additional addendums attached to this agreement
- m. Faculty Development Programs
- n. The first 20 students of the Cyber Security Pro program would be eligible for a free upgrade to an IIT – Jodhpur TISC Certification program from Whizhack
- o. Any other programs launched under COE, fees to be decided mutually with revenue sharing
- p. All the services under COE would be on a chargeable, separately on utilization basis from the 2nd year onwards with respect to the above clauses.

2. ROLES AND RESPONSIBILITY – WHIZHACK

- a. The Company to set up the calendar schedule for the deliverables mutually and may appoint a Program Manager dedicated for TMU.
- b. The company will provide trainers to TMU for the purpose of imparting lectures and training on such agreed modules mentioned in the Curriculum. The company will provide qualified, knowledgeable, experienced, professional trainers to train the students on the respective modules. The feedback on the training would be obtained and shared with TMU periodically.



3. ROLES AND RESPONSIBILITY – TMU

- a. TMU to adhere to the pre-requisites to deploy TRACE(Schedule IV)
- b. Appoint point of contact to support the execution of deliverables under the COE
- c. Standard room to set up 30 Computers, Internet connectivity, Screen for watching live feeds.
- d. Arrange the guest house accommodation for the trainers for physical delivery on need basis.
- e. Propagate courses under COE

4. PAYMENT AND CONSIDERATION

TMU agrees to pay to WhizHack for this arrangement as per the details mentioned herein. (Schedule III)

5. RENEWAL

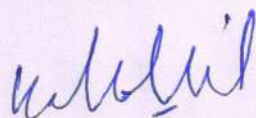
Renewal will be on mutual consent and cost decided mutually, post 3 years.

6. EXECUTION

This Annexure may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original and which together shall constitute one and the same instrument.

WITNESS WHEREOF, the parties hereto have executed this Annexure as on Day of June 02, 2023.

WhizHack Technologies Private Limited

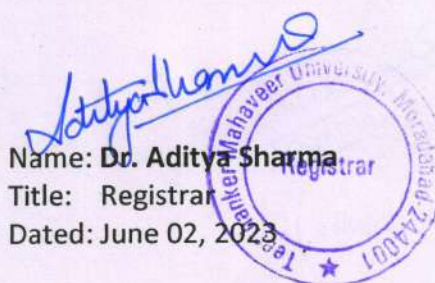


Name: **Kallol Sil**

Title: **CEO**

Dated: June 02, 2023

Teerthanker Mahaveer University



Name: **Dr. Aditya Sharma**

Title: **Registrar**

Dated: June 02, 2023

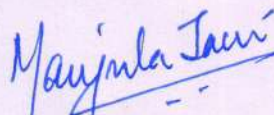
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Schedule I

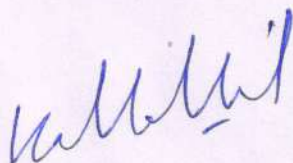
FOUNDATION PROGRAM	
Module 1	Introduction with Cyber Security
Module 2	Cyber Crime and Cyber Law
Practical	Checklist for reporting Cyber Crime at Cyber Crime Police Station
Practical	Checklist for reporting Cyber Crime Online
Practical	Reporting Phishing mails
Practical	Demonstration of Email phishing attack & preventive measures
Module 3	Social Media overview & Security
Practical	Basic checklist, privacy & security settings for popular social media platforms
Practical	Reporting and redressal mechanism for violations & mis-use of social media platforms
Module 4	E- Commerce & Digital Payments
Practical	Checklist for secure net banking
Practical	Security settings in mobile wallets & UPI
Module 5	Digital Devices Security
Practical	Password policy
Practical	2 factor authentication in mobile phone
Practical	Managing Application permission in mobile
Practical	Installation of Anti-Virus
Practical	Wifi Security Management in computer & Mobile

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Schedule (II)

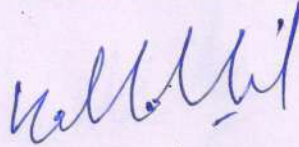
Cyber Security Pro	
Module	Chapters
1	Introduction to the course
2	Operating Systems Essentials
3	Security Essentials
4	Network Foundation
5	How Hackers Operate
6	Introduction to Burp suite
7	Basics of SQL Injection
8	Phishing
9	Introduction to Metasploit
10	Information Security & Ethical Hacking Overview
11	Reconnaissance Techniques
12	Scanning Networks
13	Networking and Perimeter Hacking
14	System Hacking Phases
15	Web Application Hacking
16	Wireless Hacking
17	Mobile Platform Hacking
18	Cryptography
19	Introduction to Artificial Intelligence - AI Blended Tool
	Assessments



Schedule (III)

PAYMENT SCHEDULE		
	Cost - COE	20,00,000.00
	Add GST:	3,60,000.00*
	Total:	23,60,000.00
Schedule		
1	10% on Signing of Agreement	2,36,000.00
2	30% on Trace Installation	7,08,000.00
3	40% on November,15th, 2023	9,44,000.00
4	20% on May,15th 2024	4,72,000.00

* GST to be exempted if GST is not applicable. Proof to be attached.



Schedule (IV)

TRACE DEPLOYMENT SENARIO

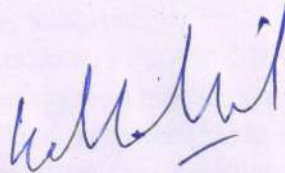
1 machine with 1 outside (DMZ). The outside machine will host sensors.

Hardware requirements:

- Processor CPUs: 1 (i7 or more)
- Random access memory (RAM): 32 GB
- Hard Disk Capacity: 500 GB

Other Installation Requirements:

- Internet connection speed: Min 100 Mbps
- Four Public IP address for sensors placed outside firewall and one for support
- Static DHCP IP based on the sensors inside network
- Network Administrator who will work with WhizHack Engineers



ANNEXURE II – Integrated Course

1. SCOPE

a. TMU is providing MBA- Master of Business Administration, B. Com (H) from Teerthanker Mahaveer Institute of Management and Technology (hereinafter referred to as "TMIMT") is providing MBA- Master of Business Administration, B. Com (H) courses.

In their MBA and B. Com (H) courses, TMU has expressed desire to include the Cyber Security for MBA and Block chain for B. Com (H) delivered by Whizhack Technologies Private Limited as an Industry Interface Partner.

b. The delivery would be distributed 50:50, online and offline.

c. The curriculum to be decided mutually and signed by both parties.

2. ROLES AND RESPONSIBILITY – WHIZHACK

a. The Contents of the Modules will be prepared and finalized by Whizhack for the modules to be delivered by Whizhack

b. The company will provide trainers to TMIMT-TMU for the purpose of imparting lectures and training on such agreed modules mentioned in the Curriculum. The company will provide qualified, knowledgeable, experienced, professional trainers to train the students on the respective modules. The feedback on the training would be obtained and shared with TMIMT-TMU periodically.

c. The company will conduct assessment of the modules delivered by them separately. However, to award the degree the regular assessment / examination, for the modules delivered by the company will be undertaken by TMIMT-TMU as per the guidelines, norms, bye laws prescribed by the Academic Council of TMU.

d. The Company will provide internship for 1 month for all the students who are enrolled for the integrated programs for B. Com (H) and 3 months for MBA. The internship opportunity may be within the Company or any other organization wherein the Company has a tie-up. The Company does not guarantee any stipend for such internship. Each student has to bear their respective cost of lodging, boarding, travelling and any other incidental cost, wherein internship has been provided and needs to abide the code of conduct, policies and procedure of the respective companies.

e. On successful completion of the internship, the Company would provide Internship Certificate to the students. The Company will endeavor to provide placement assistance for the post graduate students



3. ROLES AND RESPONSIBILITY – TMU

- a. TMIMT-TMU to ensure entire process of admission
- b. The marketing campaign to display WhizHack, under Centre of Excellence
- c. The course structure and contents of the course decided by the parties shall not be changed without written consent of both the parties.
- d. Arrange the guest house accommodation for the trainers for physical delivery on need basis.
- e. TMIMT-TMU to share soft copy of the tabulation register for all students who are enrolled in the courses

4. PAYMENT AND CONSIDERATION

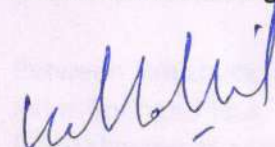
The payment terms along with the schedule would be defined mutually and signed by both the parties.

5. EXECUTION

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WITNESS WHEREOF, the parties hereto have executed this Annexure as on Day of June 02, 2023.

WhizHack Technologies Private Limited



Name: Kallol Sil
Title: CEO
Dated: June 02, 2023

Teerthanker Mahaveer University



Name: Dr. Aditya Sharma
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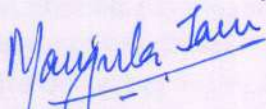


Witness 1:



Dr. Souvik Sarkar
Head of Partnership & Alliances- Education

Witness 2:



Dr. Manjula Jain
Dean – Academics