

## MEMORANDUM OF UNDERSTANDING

### 1. Preamble:

This Memorandum of Understanding (MOU) is entered into on 20<sup>th</sup> February 2025 by and between **Dealskart Online Services Pvt. Ltd.** and **Swami Vivekanand Subharti University**, Meerut, to establish a framework for Placement. This MOU reflects the mutual intent of both parties to work together in areas of shared interest, leveraging their respective strengths to enhance knowledge, innovation, and institutional growth. While this document is not legally binding, it signifies the commitment of both parties to cooperate in good faith to achieve the objectives outlined herein.

### 2. Parties Involved:

**Dealskart Online Services Pvt. Ltd.** having its registered office at H No.339A/8, Mehta Chowk, Near Juhi Clinic, Dadawadi Jain Mandir Road, New Delhi – 110030 represented by its director **Mr. Udit Bagga**, throughout this Agreement, the term "**First Party**" or "**Dealskart** " shall refer to **Dealskart Online Services Pvt.Ltd** in its capacity as the First Party, unless expressly stated otherwise.

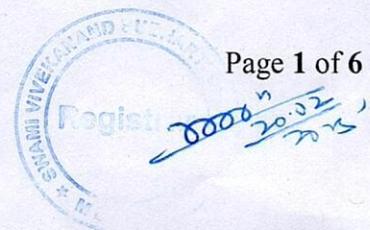
AND

**Swami Vivekanand Subharti University**, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, acting through its Registrar (hereinafter referred to as "SVSU" or the "Second Party"), Throughout this Agreement, the term "Second Party" or "SVSU" shall refer to Swami Vivekanand Subharti University in its capacity as the Second Party, unless expressly stated otherwise.

Both Parties may be referred to individually as a "Party" and collectively as the "Parties."

Whereas the parties desire to memorialize certain terms and conditions of their anticipated endeavour, Now Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

3. **Purpose Scope and Objectives-** The Memorandum of Understanding (MOU) aims to establish a collaborative framework between **Dealskart Online Services Pvt. Ltd.** and **SVSU** for providing placement to students who enrolled in and graduated from Bachelors in Optometry (B.Optom (Hons.)) program. This partnership will focus on leveraging the strengths of both parties to provide placement to the students.



#### 4. Role and Responsibilities:

First Party- Dealskart Online Services Pvt. Ltd. agrees to:		
S. No.	Role/Responsibility	Details
1	<b>Conducting Regular Placement Interviews</b>	To conduct regular placement interviews on semester or yearly basis.
2	<b>Student Recruitment &amp; Placement Coordination</b>	Dealskart may offer employment to graduated students as per its discretion, based on various factors including opportunity & requirement in the Company, performance of the students in academics, results of the interviews/screening process conducted by Dealskart.
3	<b>Placement Support</b>	Organize and coordinate all aspects of the placement process (job interviews, group discussions, assessments) between the students and Dealskart.
4	<b>Feedback and Support</b>	Collaborate with faculty to identify and address skill gaps in students.

**Second Party** Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut, **agrees to:**

S. No.	Role/Responsibility	Details
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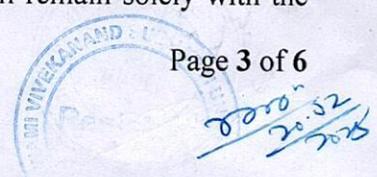
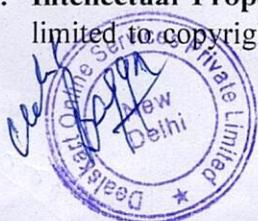
1	<b>Student Nomination and Preparation</b>	Identify and nominate eligible and interested students having successfully complete B.Optom (Hons.) programme from Department of Paramedical Sciences for placements. Notwithstanding anything contained in this Agreement, Dealskart shall have the right of first refusal in relation to employment to any student. Only if Dealskart (including its affiliates, group companies) is unable to offer employment to any student, will Swami Vivekanand Subharti University will be permitted to create an opportunity for the studens with other organization after providing the details of such organization to the Company.
2	<b>Infrastructure Support</b>	Provide Dealskart with the necessary infrastructure and support for conducting recruitment drives, such as seminar halls, projectors, and internet access.
3	<b>Coordination and Communication</b>	Facilitate effective communication between students and Dealskart representatives.  Coordinate schedules and ensure smooth execution of campus recruitment drives, training programs, and workshops.
4	<b>Guidelines and Compliance</b>	Ensure students adhere to the guidelines and standards set by Dealskart during employment.

**5. Financial Term:** Each Party shall be responsible for its own expenses unless otherwise mutually agreed in writing prior to initiating any collaborative activity that entails financial commitments. It is clarified that there is no monetary exchange between the Parties.

**1. Duration and Termination:** This MOU shall remain effective for 3 years from the date of signing and may be renewed upon mutual written agreement of both Parties. Either Party may terminate this MOU with 30 days prior written notice.

**2. Confidentiality:** Each Party agrees to keep confidential all information exchanged in connection with research activities under this Memorandum of Understanding (MOU). "Confidential Information" includes technical, business, marketing, policy, and other relevant data disclosed by one Party to the other. Each Party will prevent any third-party disclosure of such information. These confidentiality obligations will remain in effect for two (2) years after the termination of the MOU.

**3. Intellectual Property:** The intellectual property rights of each Party, including but not limited to copyrights, trademarks, patents, and trade secrets, shall remain solely with the



respective Party. Neither Party shall use the other Party's intellectual property without prior written consent, and nothing in this MOU shall imply a transfer of ownership.

4. **Liability** : Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from (a) any breach of this MOU by the indemnifying Party, or (b) any act or omission by the indemnifying Party in connection with the performance of its obligations under this MOU, except where such claims, damages, or liabilities are caused by the gross negligence or willful misconduct of the other Party. Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this MOU, regardless of prior notice of the possibility of such damages.
5. **Waiver**: The failure of either Party to enforce any provision of this MOU or to require the performance of any obligation under this MOU by the other Party shall not be deemed a waiver of such provision or obligation, nor shall it affect the validity or enforceability of this MOU. Any waiver of a provision or obligation by either Party must be explicitly set forth in writing and shall not be construed as a waiver of any subsequent breach or default of the same or any other provision of this MOU.
6. **Severability**: If any provision of this MOU is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this MOU, and the remaining provisions shall continue in full force and effect, unaffected by the invalidity or unenforceability of the severed provision. The Parties further agree to negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that closely reflects the original intent and purpose of the severed provision, to the extent permitted by applicable law.
7. **Amendments and Modifications**: Either Party may request in writing a revision, Variation or Amendment of this MOU. Any such revision, variation of amendment agreed to by Parties shall be in writing and shall form part of this MOU. Such revisions, variation of amendment shall come into force on such date as may be determined by the Parties.
8. **Notice**: Any notice, request, demand, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered or certified mail with return receipt requested, sent by a recognized courier service, or sent via email to the addresses or email IDs of the Parties as specified in this Agreement or as subsequently updated by written notification. Notices delivered personally shall be effective upon delivery; those sent by registered or certified mail shall be deemed received three (3) business days after mailing; those sent via courier service shall be effective on the delivery date confirmed by the courier. Notices sent via email shall be deemed effective upon receipt of an acknowledgment or reply email from the recipient Party. Either Party may update its address or email for notices by providing written notice to the other Party in accordance with this clause.



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Dealskart Online Services Pvt. Ltd Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Mr. Udit Bagga	Director	Mehta Chowk, Near Juhi Clinic, Dadawadi Jain Mandir Road, New Delhi – 110030	7252954114	<a href="mailto:akshita.phutela@lenskart.com">akshita.phutela@lenskart.com</a>

Swami Vivekanand Subharti University, Meerut, Officer for Sending Notice				
Name	Designation	Communication Address	Contact No	e-mail
Gp Capt M Yakoob	Registrar	Swami Vivekanand Subharti University, located at Subhartipuram, NH-58, Delhi-Haridwar Bypass Road, Meerut	7719499896	<a href="mailto:registrar@subharti.org">registrar@subharti.org</a>

9. **Implementation-** Each Party shall designate an authorized representative with decision-making authority to oversee and implement this MOU.

Dealskart Online Services Pvt.Ltd MOU Activity Coordinator			
Name	Designation	Mobile Number	e-mail
Vishal Sharma	Assistant Manager- People Excellence	7532965331	<a href="mailto:vishal.sharma1@lenskartacademy.com">vishal.sharma1@lenskartacademy.com</a>

SVSU MOU Activity Coordinator			
Name	Designation	Mobile Number	e-mail



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Dr. Pankaj Kishor Mishra	Professor & Head, Department of Paramedical Sciences	7000892022	<a href="mailto:paramedical@subharti.org">paramedical@subharti.org</a>
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**10. Assignment-** Dealskart may assign or transfer the rights, liabilities and obligations under this Agreement to any third party including Lenskart Solutions Private Limited by providing an advance written notice to the counterparty.

**11. Dispute Resolution:** In case disputes cannot be resolved through mutual consultation within 60 days, the dispute shall be referred to courts at New Delhi.

**12. Governing Law and Jurisdiction:** This agreement shall be governed by the Indian Law and in the event of any unsettled disputes arising hereunder the Court in New Delhi alone will have jurisdiction to entertain and decide the same.

**13. Signatories:**

In witness where of the Parties have executed this document on the day of 20<sup>th</sup> February, 2025.

For and behalf of the

For and behalf of the

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**(Registrar)**  
Swami Vivekanand Subharti  
University, Meerut

*Uday Daga*  
**(Director)**  
Dealskart Online Services  
Pvt. Ltd, New Delhi

In the presence of

1. *[Signature]*  
20.02.25

1. *[Signature]*

Date: 20<sup>th</sup> February, 2025

Place: Meerut

*tanu*  
Countersigned by: 20.02.25  
**Director (General)**  
Swami Vivekanand Subharti University,  
Meerut