



MEMORANDUM OF UNDERSTANDING (MOU)

For Sustainable Business Partnership

Between

Creepon Edutech Pvt. Ltd. (Brand: “Ganimi”)

And

[Vendor/Service Provider – Sports / Performing arts /]

1. PREAMBLE

This Memorandum of Understanding (“MOU”) is executed on this _____ day of _____ 2025, between:

Creepon Edutech Pvt. Ltd., CIN: _____, having its registered office at _____, operating its innovative AI-integrated platform under the brand **“Ganimi”** (hereinafter referred to as **“Creepon”**);

AND

[Vendor / Service Provider Name],

engaged in providing services in **sports / performing arts /**, having its office at _____ (hereinafter referred to as **“Vendor/Partner”**).

Both parties collectively referred to as **“Parties”** and individually as a **“Party”**.

2. VISION

To jointly create a **sustainable, scalable, and technologically advanced ecosystem** that identifies, nurtures, and develops **individual talent, interest, and passion**, enabling students and individuals to achieve, **growth, success, and satisfaction** through structured guidance, training, and professional services.

3. MISSION

- To build a long-term collaborative platform using the **Ganimi AI-powered app**, transforming the sports, legal, and talent-development domains in India.
- To provide seamless access to services, training, and opportunities through **integrated technology, collaborative marketing, and market education programs**.
- To grow the Vendor's admissions, visibility, and business by **2x-3x** through strategic promotion, networking, and digital support.

4. PURPOSE OF MOU

This MOU establishes a **sustainable and mutually beneficial business partnership** where:

- Creepon integrates Vendor's services into the Ganimi platform.
- Vendor effectively uses the app to support students/clients and enhance service delivery.
- Both Parties jointly execute activities like **market education, seminars, events, promotions, networking, and branding**.
- Both Parties work towards **steady, predictable business growth** and expansion across India.

5. DURATION OF AGREEMENT

- This MOU shall remain valid for a **minimum period of 3 (three) years** and may be extended up to **15 (fifteen) years**, based on mutual written consent.
- Renewal terms will be decided 90 days prior to the expiry of the active period.

6. RESPONSIBILITIES OF CREEPON

Creepon agrees to:

1. **Provide the Ganimi AI-Integrated App**
 - Free subscription for the Vendor up to **3 years**.
 - Continuous updates, AI tools, training resources, and digital support.
2. **Marketing & Promotion**
 - Promote Vendor's services across Ganimi platform channels.
 - Execute **cross-platform marketing** including own app, social media, offline events, and partner integrations.

- Highlight Vendor in relevant talent categories (sports, legal guidance, career support).
- 3. **Networking & Growth Support**
 - Provide access to startup networks, parents, students, and local institutions.
 - Enable increased admissions (2x–3x potential).
- 4. **Privilege Membership Card**
 - Vendor receives a **Membership Card** for privileged access to:
 - Conferences
 - Training programs
 - Business meetings
 - Special access events
- 5. **Collaborative Activities**
 - Conduct joint market-education sessions, webinars, public events, and awareness campaigns.

7. RESPONSIBILITIES OF THE VENDOR / PARTNER

The Vendor agrees to:

1. **Use Ganimi App Effectively**
 - Adopt the app regularly in daily operations.
 - Provide accurate service details and maintain updated profiles.
2. **Collaboration & Participation**
 - Participate in joint events, webinars, market-education activities, and promotions.
 - Offer expert guidance accessible via Ganimi.
3. **Quality of Service**
 - Maintain professional quality standards, legal compliance, and ethical practices.
4. **Reporting & Feedback**
 - Share updates, service outcomes, and activity reports as required for mutual growth.
5. **Brand Representation**
 - Use Ganimi branding where relevant (events, marketing collaterals, social media).
6. **Branches :** Vendor Must mention all branches with address and batches

8. MUTUAL BENEFITS & CO-GROWTH MODEL

Both Parties mutually agree to:

- Achieve **2x-3x business and admission growth** through collaborative initiatives.
- Expand into new geographies using Creepon's scalable digital ecosystem.
- Build a **win-win ecosystem** through joint promotions, analytics, AI-based insights, and networking.

9. FINANCIAL UNDERSTANDING

1. **Free Subscription Period**
 - Vendor shall receive **free access** to the Ganimi AI-integrated platform for the first **3 years**.
2. **Post-Free Period Charges**
 - Any subscription charges, service fees, or commercial terms after the initial free period will be mutually discussed and finalized in writing.
3. **10% Fees on Referred Admissions**
 - Starting **after 3 months from the date of signing this MOU**, Ganimi shall charge a **10% (ten percent) fee on every successful admission or transaction** that occurs via Ganimi platform referrals.
 - This 10% fee applies to:
 - Admissions generated from Ganimi leads
 - Transactions or enrollments completed through Ganimi app or Ganimi referrals
 - Any business facilitated by Ganimi's marketing, cross-promotion, or networking efforts
 - The fee shall be calculated **per transaction** and payable within **15 days** of invoice.
4. **Revenue Sharing (If Applicable)**
 - Any additional revenue-sharing models (events, programs, paid sessions) may be added in an annexure if mutually decided.
5. **No Upfront Payments**
 - Vendor is not required to pay any upfront fees unless specifically documented and signed.

10. CONFIDENTIALITY

Both Parties agree to maintain strict confidentiality of:

- Client/student data
- Business plans
- App algorithms, processes, and internal documentation
- Anything shared for operational and strategic purposes

Confidentiality obligations survive the expiry of the MOU.

11. INTELLECTUAL PROPERTY RIGHTS

- All trademarks, platforms, technology, and content of Creepon remain exclusive property of Creepon.
- Vendor retains ownership of its own brand, content, and service IP.
- No rights are transferred except those explicitly stated.

12. TERMINATION OF MOU

This MOU may be terminated:

1. By **mutual written consent** of both Parties.
2. By either Party giving **60 days' written notice**.
3. Immediately, if:
 - There is misuse of the app or brand.
 - A Party violates laws, ethics, or contractual conditions.
 - A Party fails to fulfil responsibilities for 90 consecutive days.

After termination:

- Both Parties stop branding each other.
- Access to privileged features may be withdrawn.
- Confidentiality obligations continue.



13. DISPUTE RESOLUTION

- Any dispute shall be resolved through **mutual discussion**.
- Failing settlement, disputes shall be referred to **arbitration under the Arbitration & Conciliation Act, 1996**, seat at **Pune, Maharashtra**.
- Courts in Pune shall have exclusive jurisdiction.

14. AMENDMENTS

No change to this MOU shall be valid unless made **in writing and signed** by both Parties.

15. LEGAL STATUS

- This is a **non-binding MOU**, intended to define broad terms of collaboration.
- A detailed agreement may follow based on mutual understanding.

16. SIGNATURES

For Creepon Edutech Pvt. Ltd. (Ganimi)

Name: **Mr. Dipak Bagade**

Designation: **CEO**

Signature: _____

Date: _____

For Vendor / Service Provider

Name: _____

Designation: _____

Signature: _____

Date: _____
