

ANGEL INVESTMENT POLICY

**IIM LUCKNOW
ENTERPRISE INCUBATION CENTER
[IIML EIC]**

w.e.f. 05th August 2022

1. Objectives and obligation of IIML EIC & Angel Investor:

- i. IIMLEIC activity is to put investors in relation with Incubates in search of capital, by arousing the interest of Angel Investor through the presentation of various profiles IIML-EIC incubated startups via its website, meetings and direct contacts with Angel Investor.
- ii. The goal of this reciprocal initiative being the promotion of risk investment, it is desirable that the Angel investors provide not only their financial contribution to the entrepreneurs but also their experience.
- iii. The terms stated herein are especially aimed to define broad agreement between IIML-EIC and the Angel Investor. It may be noted that IIML-EIC neither provides investment services nor investment advice, whether it be to investors or Incubatees.

The terms are:

“Angel Investor” means person ready to make funds available for an investment in IIML-EIC Incubated startups who is duly empaneled as Angel Investor with IIML-EIC

“Incubatee” means any startup getting incubated at IIML-EIC having valid agreement of such incubation

Application from the investor

- i. The investor wishing to become a member of IIML-EIC will first fill in an application form to be Annexed as Schedule-I to this policy available on the official website of IIML EIC at the link:
<https://iimlincubator.com/blog.html?params=/blogs/1/iiml-angel-network>
- ii. There will not be any fees for empanelment fees to be paid by Angel Investor to IIML-EIC.

Obligations of IIML-EIC:

- i. If required, IIML-EIC shall keep confidential the details of the investor.
- ii. Without prejudice to possible extensions of relations resulting from specific agreements to consider individually, and resulting from the present contract, the objective of IIML-EIC will in any case be limited to a coordination of contacts between Incubatee and Angel Investor without intervention of consultancy, nor of assistance in the negotiations or in the determination of any terms of agreement of a potential investment. The same will be dealt separately between incubate and Angel Investor
- iii. IIML-EIC reserves the right not to share details of any incubate with the angel investor without assigning any reason

Obligations of Angel Investor:

- i. The Angel investor commits to keep the details of an investment which he has known through IIML-EIC confidential unless otherwise specified by the Incubatee or IIML-EIC on consent being obtained in writing. This prohibition of disclosure will not apply to information which was already in the public domain at the time when the investor was informed of it and with information which will become of public knowledge in the future without him being responsible. IIML-EIC will make sure that the Incubatees registered with IIML-EIC also commit themselves to never reveal the identity of an investor member of IIML-EIC, unless otherwise specified by the investor and IIML-EIC consent of which is obtained in writing for both parties.
- ii. The Angel Investor is responsible to carry requisite due diligence before making any investment in the Incubatee companies. IIML-EIC will not be responsible for any investment decision by the Angel Investor
- iii. Angel Investor will submit through the application form the declaration of their net worth certified by a Chartered Accountant in practice for immediately preceding financial year which should not be less than two crores
- iv. The investor acknowledges the fact that IIML-EIC does not assume any responsibility contractual or non-contractual, in relation to the investment made or to be made in any Incubatees

2. Intellectual Property Rights:

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this Policy and engagement shall be decided through a separate project specific agreement.

3. Effective date, duration, termination of the Policy:

This Policy is effective from the date of notification. The agreement between the Incubatee and Investor shall remain in force till it is terminated by either party by an advance notice. The engagement may be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning cause for such termination. However, both the Parties will ensure that the provisions of this Policy shall continue to apply to all activities in progress until their completion. Clauses 4, 5, 6, 7, 8, 9 and 10 shall survive the termination or expiration of this Policy.

4. Confidentiality:

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. *Disclosed by or on behalf of the Disclosing Party to the Receiving Party,*
 2. *Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,*
 3. *Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.*
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the Parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above-mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This Policy imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 1. *was known to Receiving Party prior to disclosure by Disclosing Party,*
 2. *is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,*
 3. *is or becomes generally known or publicly available other than by unauthorized disclosure,*
 4. *is independently developed by Receiving Party,*
 5. *is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.*
 6. *is required by law or degree.*
- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 3 years after termination of the engagement.

5. No Liability:

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this Policy.

6. Publicity:

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this Policy without prior written approval of the other Party, except for necessary governmental disclosures. Both parties can use logos of each other on its website and other marketing collaterals with regard to this collaboration and objectives specified above

7. Independent Contractors:

For the purpose of this Policy, the Parties hereto are independent contractors, and nothing contained in this Policy shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

8. Assignment:

This engagement shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the engagement.

9. Amendment:

Any amendment or variation to this Policy shall be made by a written Policy by IIML EIC as and when needed and the same will be available on the official website of IIML EIC.

10. Arbitration and Governing Law:

This Policy shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Noida shall have the exclusive jurisdiction.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Policy by negotiation. If the matter cannot be resolved in the normal course of business, within thirty (30) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved. In case an amicable settlement of any disputes arising out of or relating to this Policy is not achieved within another thirty (30) days after the expiry of mutual discussion, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with the said Rules on mutual agreement with the name of the sole arbitrator. The seat of the arbitration shall be Delhi & NCR. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

For any information relating to change in policy or updates in the existing format and for seeking updates about newly / existing Incubatees / Accelerates for potential investment support, one may visit IIML EIC's official website on a regular basis:

www.iimlincubator.com

ANNEXURE – I

Form To Be Filled by Prospective Angel Investor for Registering the Interest

Dear Investor,
Welcome to IIML EIC's, Angel Form. Please fill the below form with relevant information.

We will get in touch with you at the earliest.

1. Email

2. Name

3. Contact No.

4. Organization (if any)

5. Brief about self

6. Preferred Sector/ Industry for Startup investment?

7. Any Investment done so far.

Mark only one oval.

- 0 - 1
- 1 - 2
- 2 - 3
- 4 & Above

8. Preferred ticket size for investing in early-stage startup?

Mark only one oval.

- 5 - 10 Lakhs
- 10 - 20 Lakhs
- 20 Lakhs & above

9. Net-worth Declaration (Approx.)

10. Complete Postal Address
(along with zip code)

11. City

12. Country

13. LinkedIn Profile URL

Declaration By the Investor:

I declare that the information provided in this form is true and complete. I further declare that the funds proposed to be invested in the start-ups incubated by IIML-EIC are derived from legitimate sources and are in compliance with anti-money laundering regulations prevalent in India

Documents to Be Uploaded with Interest Form Submission:

[Confidential & For Internal Records Only]

- a. Passport Size Photograph
- b. PAN Card Copy [Self Certified]
- c. Identity Proof [Self Certified]
- d. Proof of Address [Self Certified]