

INCUBATION AGREEMENT

This **Incubation Agreement** (“**Agreement**”) has been made and entered into on the [*] day of [*], 2026 (“**Effective Date**”), by and between:

1. **Foundation for Resilience Actions**, a not-for-profit entity incorporated under the laws of India, having its registered office at 11B, Level 11, Galaxy By Aurobindo, Hitech City Rd, Knowledge City Rd, Gachibowli, Hyderabad, Telangana 500081 (hereinafter referred to as the “**RA**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its affiliates, subsidiaries, successors, representatives and permitted assigns); and
2. [***], a [company / LLP / trust / society / partnership] registered under the laws of India, having its registered office at [Address] (“**SGB**” or “**Participant**”)

RA and the SGB are hereinafter, collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. Re Sustainability Group (“**RESL**”) is a company engaged in the business of sustainable environmental solutions, including hazardous and municipal waste management, recycling, wastewater treatment, clean energy, and related environmental services;
- B. The Foundation for Resilience Actions (“**RA**”) is a not-for-profit entity and the CSR implementing organization of Re Sustainability Group, and is the implementing body of the EcoHub.IN Initiative (“**EcoHub.IN**” or the “**Initiative**”);
- C. EcoHub.IN is a structured incubation and acceleration platform designed to identify, support, and scale early-stage Small and Growing Businesses (“**SGBs**”) operating in the domains of Climate Change and Clean-tech, Pollution Management, and Circularity;
- D. EcoHub.IN provides incubation support including, but not limited to, a monthly honorarium, non-dilutive catalytic funding, mentorship, workspace, capacity building, investor access, and community, as further described in this Agreement;
- E. The SGB has applied to participate in the EcoHub.IN Initiative, has been duly evaluated and selected by RA in its sole and absolute discretion, and is desirous of availing the incubation support offered by RA under the terms and conditions set forth herein;
- F. Incubation under this Agreement shall take place physically at the designated office premises of RA (“**Incubation Premises**”), and the SGB and its authorized personnel shall be entitled to use such premises solely for the purposes of Initiative participation;

NOW, THEREFORE, in consideration of the above-mentioned premises and the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, both Parties have agreed to enter into this Agreement under the terms and conditions set forth hereinafter:

1. DEFINITIONS AND INTERPRETATION

- **Definitions:** In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.
- **“Agreement”** means this Incubation Agreement, including all Schedules, Annexures, and Addenda attached hereto and incorporated by reference, as amended from time to time.
- **“Applicable Laws”** means all applicable laws, rules, regulations, guidelines, notifications, circulars, and orders of any governmental or regulatory authority in India having jurisdiction over the Parties or the activities contemplated herein.
- **“Background IP”** means all Intellectual Property owned or controlled by the SGB prior to the Effective Date of this Agreement or developed by the SGB independently of and without use of RA’s resources, funding, facilities, or confidential information.
- **“Catalytic Funding”** means the non-dilutive catalytic funding in the range of ₹5,00,000 (Rupees Five Lakhs) to ₹20,00,000 (Rupees Twenty Lakhs), provided by RA to the SGB during the Incubation Period for the purpose of demonstrating socio-environmental impact potential through real-world implementation, subject to the terms and conditions of this Agreement and the applicable Funding Disbursement Schedule set out in **Schedule A**.
- **“Confidential Information”** means all non-public, proprietary, or commercially sensitive information disclosed by RA or any of its affiliates, partners, mentors, evaluators, co-participants, or related entities to the SGB, in connection with the Initiative or the Incubation Premises, in any form or medium, and includes: the terms of this Agreement; RA’s business strategies, plans, and methodologies; technology, know-how, and processes; financial data; network contacts and investor relationships; Initiative materials; other Participants’ information; and any other information that RA designates as confidential or that a reasonable person would understand to be confidential.

- **“Effective Date”** means the date first written above on which this Agreement is executed by both Parties.
- **“EcoHub.IN”** or **“Initiative”** means the EcoHub.IN Incubation and Acceleration Initiative for sustainability focused Small and Growing Businesses, operated by RA as a CSR initiative of RESL.
- **“Honorarium”** means the monthly financial support of ₹1,00,000 (Rupees One Lakh) per month payable to the SGB for a period of six (6) months during the Incubation Period, as set out in **Schedule A**.
- **“Incubation Period”** means the period of incubation support under this Agreement, commencing from the Effective Date, with a duration of six (6) months, unless extended or terminated earlier in accordance with this Agreement.
- **“Incubation Premises”** means the designated workspace and facilities within RA’s office premises made available to the SGB for the purposes of this Agreement i.e. at 11B, Level 11, Galaxy by Aurobindo, Hitech City Rd, Knowledge City Rd, Gachibowli, Hyderabad, Telangana.
- **“Intellectual Property”** or **“IP”** means all patents, trademarks, service marks, copyrights, trade secrets, know-how, proprietary processes, business methods, designs, software, databases, algorithms, inventions, discoveries, and all other intellectual property rights, whether registered or unregistered.
- **“Participant”** or **“SGB”** means the Small and Growing Business named above that has been selected by RA for participation in the Initiative and is a signatory to this Agreement.
- **“Initiative IP”** means all Intellectual Property created, developed, conceived, reduced to practice, or arising from work conducted by the SGB using RA’s funding, facilities, resources, mentorship, technology, data, or Confidential Information, whether wholly or partially, during the Incubation Period.
- **“RA”** means Foundation for Resilience Actions, a not-for-profit entity incorporated under the laws of India, and the implementing entity of EcoHub.IN.
- **“Re Sustainability”** or **“RESL”** means Re Sustainability Group, the CSR sponsor of the Initiative.
- **“SGB”** has the meaning assigned in the definition of “Participant” above

“Interpretation: In this Agreement, unless the subject or context otherwise requires:

- References to the singular include the plural and vice versa; references to any gender include all genders.
- References to any statute, law, or regulation include that statute, law, or regulation as amended, replaced, or re-enacted from time to time.
- Headings and sub-headings are for convenience only and shall not affect interpretation.
- Schedules and Annexures form an integral part of this Agreement and have the same force and effect as the body of this Agreement.
- The term “including” or “includes” shall be construed as “including without limitation.”

2. SELECTION, ADMISSION, AND REPRESENTATIONS BY THE SGB

2.1 Selection by RA

The SGB acknowledges and agrees that:

- Its selection for the Initiative is entirely at sole and absolute discretion of RA, and RA’s selection decision is final, binding, and not subject to any review, appeal, or challenge.
- Selection into the Initiative creates no legal entitlement to funding, investment, commercial success, or any other specific outcome.
- RA reserves the right to modify the number of SGBs in any cohort, vary the composition of the cohort, or reject any applicant without assigning reasons.

2.2 Representations by the SGB

The SGB represents, warrants, and undertakes to RA, as of the Effective Date and on a continuing basis throughout the Incubation Period, that:

- It is duly registered or legally constituted under the Applicable Laws of India and has full power and authority to enter into and perform this Agreement.
- The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate, board, or partnership actions.
- All information provided to RA in its application, pitch, and during the Initiative is and shall remain true, accurate, complete, and not misleading in any material respect.

- It operates in one or more of the Initiative’s three priority domains: (i) Climate Change and Clean-tech; (ii) Pollution Management; or (iii) Circularity.
- It has a working Minimum Viable Product (“MVP”) that has been tested in a market context and is deployed or ready for deployment.
- It has a functional founding team or a clearly defined core team with the operational depth to scale.
- It does not have existing commercial bank financing, established venture capital or private equity backing, or generate revenue at a scale that no longer requires catalytic support.
- Its Background IP is owned or lawfully licensed by it, free of any third-party claims that could adversely affect RA’s rights under this Agreement.
- Entry into and performance of this Agreement does not violate any existing contract, applicable law, or the rights of any third party.

3. INITIATIVE STRUCTURE AND SERVICES

3.1 No Guarantee of Outcomes

The Initiative is provided on an “as-is” and “best-efforts” basis. RA makes no representation or warranty, express or implied that participation in the Initiative will result in investment, commercial success, regulatory approvals, scale, or any other specific business outcome. Introductions to investors and funders are facilitated on a best-efforts basis and do not constitute a commitment by RA or RESL.

3.2 Modifications to Initiative

RA reserves the absolute right to modify, restructure, suspend, or discontinue any element of the Initiative at any time, including the schedule, structure, mentors, activities, cohort composition, or services. RA shall use reasonable endeavors to provide prior notice to Participants of material changes. RA shall not be liable for any loss, damage, or claim arising from any such modification.

4. INCUBATION AT RA'S PREMISES

- Incubation under this Agreement shall take place physically at the Incubation Premises. RA shall make available a designated workspace at its office to the SGB and its authorized personnel for the duration of the Incubation Period.
- The SGB and its personnel shall, while at the Incubation Premises:
 - Use the premises solely for the purposes of Initiative participation and activities directly related to the SGB's incubation.
 - Comply with all workplace policies, codes of conduct, health and safety regulations, and operating procedures of RA as communicated from time to time.
 - Not cause any damage, disruption, or nuisance to RA's operations, staff, or co-participants.
 - Not sharing access to the Incubation Premises with any third party not authorized by RA.
 - Return all access cards, keys, equipment, and materials provided by RA upon termination or expiry of this Agreement.
- RA retains full ownership, possession, and control of the Incubation Premises always. RA may, at its sole discretion, relocate the Incubation Premises, modify the workspace allocation, or revoke access to the Incubation Premises at any time upon written notice to the SGB. No license or tenancy rights of any kind are created in favor of the SGB under this Agreement.
- Any equipment, software, infrastructure, or facilities provided by RA at the Incubation Premises remain the exclusive property of RA. The SGB shall use such equipment and facilities with due care and shall be liable to RA for any damage caused by the SGB's misuse, negligence, or breach of RA's instructions.

13. FINANCIAL SUPPORT

- Subject to the SGB's full compliance with this Agreement and continued active participation in the Initiative, RA shall pay to each incubated SGBs an honorarium of ₹ **1,00,000** (Rupees One Lakh) per month for a period of six (6) months during the Incubation Period ("Honorarium"), in accordance with the disbursement schedule set out in **Schedule A**.
- In addition to the Honorarium, RA may, at its sole discretion, provide incubated SGBs with non-dilutive Catalytic Funding in the range of ₹**5,00,000** (Rupees Five Lakhs) to ₹ **20,00,000** (Rupees Twenty Lakhs) ("Catalytic Funding") for the purpose of enabling real-world implementation and demonstrating socio-environmental impact potential. The quantum, timing, milestones, and disbursement conditions for Catalytic Funding shall be as set out in **Schedule A**.

- All financial support under this Clause 5 is subject to:
 - The SGB meeting the milestones and reporting requirements set out in **Schedule A**.
 - The SGB provides all documentation required by RA for compliance, CSR reporting, and audit purposes.
 - The SGB not being in breach of any provision of this Agreement at the time of disbursement.
 - RA's receipt of all approvals required under Applicable Laws and RESL's internal CSR governance framework.
- The financial support provided under this Agreement is non-dilutive in nature and shall not be construed as an investment in the equity or debt of the SGB. RA does not acquire any equity, convertible instrument, revenue share, or ownership interest in the SGB or its assets by virtue of this Agreement. The financial support is conditional on the SGB's performance of its obligations under this Agreement.
- Notwithstanding the above clause, RA reserves the right to demand the repayment of all, or any portion of financial support disbursed under this Agreement if:
 - The SGB is found to have provided false, inaccurate, or misleading information in its application or during the Initiative.
 - The SGB has materially breached this Agreement and failed to remedy such breach within the time specified by RA.
 - The SGB has misused the funds for purposes other than those approved by RA under **Schedule A**.
 - RA, in its sole discretion, determines that the funds were not utilized in the best interests of the Initiative objectives.
- The SGB shall repay all such amounts within 30 (thirty) calendar days of written demand by RA, and such repayment obligation shall survive termination of this Agreement.
- Save as expressly provided in this Agreement, RA shall have no obligation to provide any financial support, investment, grant, loan, guarantee, or other pecuniary benefit to the SGB. RA does not represent or warrant that additional funding from any investor, fund, or institution will be made available to the SGB.

6. OBLIGATIONS OF THE SGB

6.1 Active Participation

The SGB shall, throughout the Incubation Period:

- Engage actively, diligently, and in good faith with all Initiative activities, including workshops, mentoring sessions, review meetings, evaluation exercises, investor showcases, and reporting obligations.
- Ensure that its key founders and designated personnel are physically present at the Incubation Premises and available for Initiative activities as required by RA.
- Attend all mandatory Initiative sessions as communicated by RA. Three or more unexcused absences from mandatory sessions may, at RA's sole discretion, constitute grounds for termination of this Agreement.

6.2 Reporting and Documentation

The SGB shall:

- Provide RA with accurate, timely, and complete progress updates, milestone reports, impact data, financial utilization statements, and other information as requested by RA at the frequency and in the format specified by RA.
- Maintain complete and accurate records of all activities, expenditures, and outcomes related to the Initiative and the utilization of financial support.
- Permit RA, its authorized representatives, RESL, and their respective auditors and government or regulatory bodies to inspect, audit, or review the SGB's records, accounts, and operations related to this Agreement at any time upon reasonable notice.
- Promptly notify RA of any material change in the SGB's business, legal status, founding team, technology, or any other matter that may affect its ability to comply with this Agreement.

6.3 Conduct and Compliance

The SGB and its personnel shall:

- Behave professionally and respectfully towards all Initiative stakeholders, including RA's staff, mentors, co-participants, partners, investors, and guests.
- Comply with all Applicable Laws, Initiative guidelines, RA's workplace policies, and all directives issued by RA from time to time.
- Not engage in any activity that brings EcoHub.IN, RA, or RESL into disrepute or that is contrary to the objectives of the Initiative.
- Not solicit co-Participants or Evaluators for personal commercial benefit outside the scope of the Initiative without RA's prior written consent.

6.4 Use of RA's Name and Branding

The SGB shall not use the name, logo, trademark, brand identity, or affiliation of EcoHub.IN, RA, Foundation for Resilience Actions, Re Sustainability Limited, or any of their affiliates for any purpose other than truthful and accurate communication about the SGB's participation in the Initiative, without RA's prior written consent. Any approved usage shall comply with RA's brand guidelines as issued from time to time. All goodwill generated from the use of RA's name and marks shall accrue exclusively to RA.

6.5 Restricted Activities

The SGB shall not, during the Incubation Period and for a period of two (2) years thereafter:

- Engage, hire, solicit, or attempt to recruit any mentor, evaluator, staff member, expert, or advisor introduced to it through the Initiative, for commercial or employment purposes without RA's prior written consent.
- Directly or indirectly circumvent RA's relationships with any investor, corporate partner, or ecosystem stakeholder introduced through the Initiative, so as to deprive RA of its role or benefit in any such relationship.
- Use the Confidential Information of any co-Participant or third party disclosed during the Initiative for competitive or commercial purposes.

7. INTELLECTUAL PROPERTY

7.1 Background IP of SGB

The SGB retains ownership of its Background IP. Nothing in this Agreement shall be construed as transferring, assigning, or licensing any Background IP to RA, except for the limited licence granted under Clause 7.4 below. RA makes no claim on the SGB's Background IP as a condition of participation in the Initiative.

7.2 Initiative IP – Joint Development

Where any Intellectual Property is created, developed, or improved during the Incubation Period using RA's funding, facilities, resources, Confidential Information, technology, data, mentorship, or personnel (in whole or in part), such IP ("Initiative IP") shall, unless otherwise agreed in writing between the Parties:

- Be jointly owned by RA and the SGB, in proportion to the respective contributions of each Party as agreed in writing, or in the absence of such agreement, equally.
- Not be commercially exploited, licensed, transferred, or otherwise dealt with by the SGB without RA's prior written consent.
- Be subject to RA's right of first refusal to acquire the SGB's share of Initiative IP at fair market value, exercisable within sixty (60) days of the SGB's notification of any intended disposition.

7.3 RA's Right to Exclusively Own Initiative IP

Notwithstanding Clause 7.2, RA shall have the sole and exclusive right to own all Initiative IP, and the SGB hereby irrevocably assigns to RA all its right, title, and interest in Initiative IP, where:

- The Initiative IP was created primarily through the use of RA's financial support, including the Honorarium or Catalytic Funding.
- The Initiative IP was developed by a team comprising RA's employees, consultants, or mentors as the primary contributors.
- The SGB has been terminated from the Initiative for cause, including breach of this Agreement or provision of false information.

The SGB shall, at RA's expense, execute all documents, provide all assistance, and take all actions necessary to give effect to this assignment, including filing for patent or other IP registrations in RA's name.

7.4 Licence to RA for Initiative Purposes

The SGB hereby grants RA a non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable licence to use the SGB's name, logo, product descriptions, impact data, case studies, and Background IP, solely for the following purposes:

- Initiative communication, reporting, and promotional materials of EcoHub.IN.
- CSR reporting and governance obligations of RA and Re Sustainability Limited.
- Showcasing at events, conferences, publications, and media related to EcoHub.IN, RA, or RESL.
- Inclusion in the EcoHub.IN Alumni Community database and curated SGB platform.

This licence shall survive the termination or expiry of this Agreement.

7.5 Non-Compete Obligation

The SGB shall not, during the Incubation Period and for a period of twelve (12) months thereafter, directly or indirectly engage in, support, or participate in any Initiative, platform, or activity that is directly competitive with EcoHub.IN or that replicates the core model of RA's incubation initiative, without RA's prior written consent.

7.6 Disclosure of IP

The SGB shall promptly disclose to RA in writing all inventions, improvements, developments, designs, processes, or other Intellectual Property created during the Incubation Period that may constitute Initiative IP. This obligation shall apply whether or not the SGB believes such IP qualifies as Initiative IP under this Agreement.

7.7 No Encumbrance

The SGB shall not, during the Incubation Period, create any lien, charge, encumbrance, pledge, or third-party interest over any IP (whether Background IP or Initiative IP) that could conflict with RA's rights under this Agreement, without RA's prior written consent.

8. NON-DISCLOSURE AND CONFIDENTIALITY

8.1 Confidentiality Obligations of the SGB

The SGB acknowledges that in the course of the Initiative, it will have access to Confidential Information of RA, RESL, co-Participants, mentors, evaluators, investors, and other stakeholders. The SGB irrevocably undertakes to:

- Keep all Confidential Information strictly confidential and not disclose it to any person, entity, or third party without the prior written consent of RA.
- Use Confidential Information solely for the purposes of its participation in the Initiative and not for any other commercial, competitive, or personal purpose.
- Limit access to Confidential Information to those of its employees, officers, and advisors who have a strict need to know, and ensure that such persons are bound by confidentiality obligations at least as stringent as those set out in this Agreement.
- Take all reasonable steps to safeguard Confidential Information from unauthorized disclosure, access, or use.
- Immediately notify RA in writing upon becoming aware of any actual or threatened unauthorized disclosure of Confidential Information.

8.2 Confidentiality of Other Participants' Information

The SGB acknowledges that it will be exposed to the business information, technology, and strategies of other Participants and stakeholders during the Initiative. The SGB shall treat all such information with the same standard of confidentiality as RA's own Confidential Information and shall not use or disclose any co-Participant's information for competitive, commercial, or any other purpose without the prior written consent of the relevant Participant and RA.

8.3 Duration of Confidentiality Obligations

The SGB's confidentiality obligations under this Clause 8 shall remain in full force and effect:

- For a period of Ten (10) years from the date of disclosure of the relevant Confidential Information, in respect of general business information.
- Indefinitely, in respect of trade secrets, proprietary technology, know-how, and source code.

8.4 Exceptions

The obligations under Clause 8.1 shall not apply to information that the SGB can demonstrate by clear and convincing evidence:

- Was already publicly known at the time of disclosure through no act or omission of the SGB.
- Was already in the SGB's lawful possession prior to disclosure and was not acquired directly or indirectly from RA.
- Was independently developed by the SGB without reference to or use of RA's Confidential Information.
- Is required to be disclosed by Applicable Law or by an order of a court or regulatory authority of competent jurisdiction, provided that the SGB shall notify RA promptly upon becoming aware of such requirement and cooperate with RA in seeking a protective order or other appropriate remedies.

8.5 RA's Obligations Regarding SGB Information

RA shall treat the SGB's application materials and business information with reasonable care and take appropriate institutional measures to protect such information. RA shall be entitled to share SGB information with:

- Evaluators, mentors, and jury members engaged by RA for Initiative purposes, subject to appropriate confidentiality obligations.
- RESL and its representatives, for CSR reporting and oversight purposes.
- Partner organizations and Initiative stakeholders where necessary for Initiative activities.

Applicants are advised not to include information they consider commercially sensitive in any materials shared with RA unless a specific non-disclosure arrangement has been separately agreed upon in writing. RA shall not be held responsible for inadvertent disclosure where such information was included in general application or Initiative materials without specific written confidentiality instructions.

8.6 Return of Confidential Information

Upon termination or expiry of this Agreement, or at RA's request at any time, the SGB shall promptly return, destroy, or permanently delete all Confidential Information in its possession (in any form or medium), and certify in writing to RA that it has done so within ten (10) business days of such request or the date of termination.

8.7 Injunctive Relief

The SGB acknowledges that any breach of its confidentiality obligations under this Agreement would cause irreparable harm to RA for which monetary damages may be an inadequate remedy. RA shall therefore be entitled to seek immediate injunctive or other equitable relief from any court of competent jurisdiction to restrain any breach or threatened breach of this Clause 8, without the requirement to post any bond or other security and without prejudice to any other rights or remedies available to RA.

9. PERSONAL DATA AND PRIVACY

RA collects personal information from the SGB and its founders, including names, contact details, professional backgrounds, and business information, for the purpose of administering the Initiative, discharging CSR reporting obligations, and facilitating the services described in this Agreement. Such personal information shall be handled in accordance with the EcoHub.IN Privacy Policy and Applicable Laws. By executing this Agreement, the SGB consents on behalf of its founders and authorised personnel to the collection, processing, use, storage, and sharing of personal information as described herein and in the Privacy Policy.

10. REPRESENTATIONS AND WARRANTIES

10.1 Representations by RA

RA represents and warrants that:

- RA is a duly constituted not-for-profit entity under the laws of India, with full authority to enter and perform this Agreement.
- The execution, delivery, and performance of this Agreement by RA have been authorized by all necessary approvals.

10.2 Representations and Warranties by the SGB

The SGB represents, warrants, and undertakes on a continuing basis throughout the Incubation Period that:

- It is duly organized, validly existing, and legally constituted under the laws of India.
- It has full power and authority to execute, deliver, and perform this Agreement, and all necessary authorizations have been obtained.
- All information, data, declarations, financials, and other materials furnished to RA are and shall remain true, complete, accurate, and not misleading in any material respect.
- It has not entered, and shall not enter, any arrangement that conflicts with or restricts its obligations under this Agreement.
- It shall not make any false, exaggerated, or misleading ESG, sustainability, or impact-related claims using RA's name, endorsement, or Initiative affiliation.
- It shall promptly cooperate with RA in responding to any audit, inspection, or regulatory inquiry concerning the Initiative or the utilization of financial support.

It does not have any undisclosed encumbrances, third-party claims, or existing contractual restrictions on its Background IP that could adversely affect RA's rights under this Agreement.

11. INDEMNIFICATION

The SGB ("Indemnifying Party") shall indemnify, defend, and hold harmless RA, RESL, and their respective officers, directors, employees, representatives, agents, mentors, and partners ("Indemnified Parties") from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with:

- Any breach by the SGB of its representations, warranties, undertakings, or obligations under this Agreement.
- Any inaccuracy or misrepresentation in information provided by the SGB to RA in connection with the Initiative.
- Any infringement or alleged infringement by the SGB of any third party's Intellectual Property rights.
- The SGB's violation of any Applicable Law in connection with the Initiative or the use of financial support.

- Any damage to RA's property, reputation, or stakeholder relationships caused by the SGB's actions or omissions.
- Any claim by a third party arising from the SGB's business, products, or operations.

RA's right to indemnification under this Clause 11 shall be without prejudice to any other rights or remedies available to RA under this Agreement or Applicable Law.

12. LIMITATION OF LIABILITY AND DISCLAIMER

12.1 Disclaimer of Warranties

THE INITIATIVE AND ALL SERVICES, SUPPORT, MENTORSHIP, INTRODUCTIONS, AND OTHER ASSISTANCE PROVIDED BY RA UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS-IS" AND "BEST-EFFORTS" BASIS. RA AND RE SUSTAINABILITY LIMITED MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SUITABILITY, QUALITY, OUTCOMES, OR RESULTS OF THE INITIATIVE, MENTORSHIP, OR ANY INTRODUCTIONS MADE. RA DOES NOT WARRANT THAT PARTICIPATION IN THE INITIATIVE WILL RESULT IN INVESTMENT, COMMERCIAL SUCCESS, REGULATORY APPROVAL, OR ANY SPECIFIC BUSINESS OUTCOME.

12.2 Limitation on RA's Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RA, RE SUSTAINABILITY LIMITED, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE TO THE SGB FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INITIATIVE, INCLUDING LOSS OF BUSINESS, REVENUE, DATA, OR OPPORTUNITY, WHETHER OR NOT RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY EVENT, RA'S AGGREGATE LIABILITY TO THE SGB UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL VALUE OF FINANCIAL SUPPORT ACTUALLY DISBURSED TO THE SGB UNDER CLAUSE 5.

13. SUSPENSION, DISQUALIFICATION, AND EVENTS OF DEFAULT

13.1 RA's Right to Suspend or Disqualify

RA reserves the absolute right to suspend or disqualify the SGB from the Initiative at any stage, with or without notice, if:

- The SGB has provided false, inaccurate, or misleading information at any stage of the application or Initiative.
- The SGB has breached any material provision of this Agreement or RA's Initiative guidelines.

- The SGB's conduct is deemed harmful, unprofessional, or contrary to the interests of the Initiative or its stakeholders.
- The SGB has engaged in illegal, unethical, or fraudulent activity.
- There is a material change in the SGB's founding team, technology, or business that renders it ineligible under the Initiative criteria.
- The SGB has misused Initiative resources, facilities, or funding for unauthorized purposes.

RA's decision to suspend or disqualify the SGB shall be final and binding. Disqualified SGBs shall not be entitled to any compensation, refund, or benefit on account of such disqualification, and RA may demand repayment of all disbursed financial support under Clause 5.5.

13.2 SGB's Events of Default

The following shall constitute events of default by the SGB:

- Failure to attend mandatory Initiative sessions or engage with the Initiative as required by RA.
- Failure to provide reporting, documentation, or utilization statements as required under this Agreement.
- Breach of the confidentiality obligations under Clause 8.
- Misuse or misapplication of financial support received under Clause 5.
- Any misrepresentation in the SGB's application or during the Initiative.
- Insolvency, winding-up, or initiation of liquidation proceedings against the SGB.
- Material breach of any other obligation under this Agreement that remains unremedied within fifteen (15) days of RA's written notice.

14. TERM AND TERMINATION

- This Agreement shall commence on the Effective Date and shall remain in force for the duration of the Incubation Period, unless terminated earlier in accordance with this Clause 14.
- RA may terminate this Agreement with immediate effect by written notice to the SGB upon the occurrence of any event of default under Clause 13.2, or upon RA's determination that continued participation by the SGB is not in the best interests of the Initiative.
- RA may terminate this Agreement for any reason at its sole discretion by giving the SGB fifteen (15) days' prior written notice. RA shall not be liable to the SGB for any loss, damage, or claim arising from termination for convenience, save that RA shall disburse any portion of the Honorarium accrued and unpaid up to the date of termination, subject to deduction of any amounts owed by the SGB to RA.

- The SGB may withdraw from the Initiative at any time by providing written notice to RA. Withdrawal shall not affect any obligations or licences already accrued under this Agreement. RA does not provide any compensation or refund upon the SGB's voluntary withdrawal. The SGB's post-termination obligations, including confidentiality, IP assignment, and repayment obligations, shall survive withdrawal.

Consequences of Termination:

Upon termination or expiry of this Agreement for any reason:

- The SGB shall immediately vacate the Incubation Premises and return all RA's materials, equipment, access credentials, and Confidential Information.
- All financial support obligations of RA shall cease, except for accrued and unpaid Honorarium amounts due as of the termination date (subject to Clause 14.3).
- RA's rights under Clause 7.4 (licence) shall survive and continue in perpetuity.
- The SGB's obligations under Clause 8 (Confidentiality) shall survive for the periods specified therein.
- The SGB's repayment obligations under Clause 5.5 shall survive if triggered.

RA's rights of first refusal over Initiative IP under Clause 7.2 shall survive for a period of twelve (12) months.

15. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay is caused by events beyond its reasonable control, including natural disasters, pandemics, epidemics, governmental actions, civil unrest, infrastructure failures, power outages, or suspension of regulatory frameworks. RA shall not be liable for any failure or delay in delivering Initiative services caused by such events. The affected Party shall notify the other Party in writing within fifteen (15) days of the occurrence of such an event. If the force majeure event continues for more than sixty (60) days, RA may terminate this Agreement without liability.

16. ANTI-CORRUPTION AND ETHICS

The SGB shall comply with all applicable anti-bribery, anti-corruption, and anti-money laundering laws, including the Prevention of Corruption Act, 1988. The SGB confirms that no benefit, in cash or kind, has been provided or promised to any officer, employee, or representative of RA or Re Sustainability Limited in connection with the SGB's selection or participation in the Initiative. Any breach of this Clause shall entitle RA to immediately terminate this Agreement and demand repayment of all disbursed financial support.

17. NOTICES

All notices, requests, demands, and communications under this Agreement shall be in writing and delivered by: Registered post with acknowledgement due; or Courier with confirmed delivery; or Email with written acknowledgement of receipt.

Notices to RA:

Name: Foundation for Resilience Actions (EcoHub.IN Initiative Office)

Email: _____

Address: _____

Attention: _____

Notices to SGB:

Name: _____

Email: _____

Address: _____

Attention: _____

18. DISPUTE RESOLUTION AND GOVERNING LAW

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties shall endeavour to resolve the same amicably through good faith discussions within fifteen (15) days of the aggrieved Party giving written notice of the dispute.

If the dispute is not resolved amicably within the period specified above, either Party may refer the dispute to mediation under the IAMC Mediation Rules. Mediation shall be conducted at Hyderabad, Telangana, in English.

If the dispute is not resolved through mediation within forty-five (45) days of the filing of a Request for Mediation (or such further period as the Parties may agree in writing), the dispute shall be referred to and finally resolved by arbitration under the IAMC Arbitration Rules. The seat and venue of arbitration shall be Hyderabad, Telangana. The Tribunal shall consist of one (1) arbitrator appointed in accordance with said Rules. The language of arbitration shall be English. The law governing the arbitration shall be the laws of India.

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 18.3, the courts of Hyderabad, Telangana, shall have exclusive jurisdiction over any matter arising out of this Agreement.

19. GENERAL PROVISIONS

- This Agreement, together with all Schedules, Annexures, and the EcoHub.IN Initiative Guidelines and Privacy Policy, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, communications, and understandings, whether oral or written.
- RA reserves the right to amend this Agreement or the Initiative guidelines at any time. Material amendments to the SGB's obligations shall be communicated with at least thirty (30) days' prior written notice. Continued participation in the Initiative after the effective date of any amendment constitutes the SGB's acceptance of the amended terms.
- The SGB shall not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without RA's prior written consent. RA may freely assign its rights and obligations under this Agreement to Re Sustainability Limited, a successor entity, or any affiliate, without the SGB's consent.
- If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under Applicable Law, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.
- Failure by RA to enforce any provision of this Agreement at any time shall not constitute a waiver of that provision or RA's right to enforce it in the future.
- The Parties are independent contracting parties. Nothing in this Agreement shall be construed to create a relationship of employer-employee, principal-agent, partnership, joint venture, or master-servant between the Parties. The SGB shall have no authority to bind RA in any manner.
- RA shall be entitled to seek and enforce specific performance of this Agreement and injunctive or other equitable relief, in addition to any other legal rights and remedies available to it, without being required to demonstrate the inadequacy of monetary damages.
- Each Party shall bear its own legal, professional, and transactional costs in connection with this Agreement. However, in the event of any dispute in which RA is the prevailing party, the SGB shall be liable to reimburse RA's legal costs and expenses on a full indemnity basis.
- The provisions of Clauses 7 (IP), 8 (Confidentiality), 11 (Indemnification), 5.5 (Repayment), 14.5 (Consequences of Termination), 18 (Dispute Resolution), and this Clause 19 shall survive the termination or expiry of this Agreement.

- This Agreement may be executed in counterparts, each of which shall constitute an original. Exchange of signed copies by email or electronic transmission in PDF format shall constitute valid execution and delivery of this Agreement.
- All correspondence, notices, reports, and communications under this Agreement shall be in English.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on
Effective Date

For and on behalf of Foundation for Resilience Actions (EcoHub.IN – Implementing Entity)	For and on behalf of [NAME OF SGB / PARTICIPANT] (Incubated Company)
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:

SCHEDULE A – FINANCIAL SUPPORT AND DISBURSEMENT SCHEDULE

The financial support under this Agreement shall be disbursed as follows:

B.1 Honorarium:

Month	Amount(₹)	Conditions	Documentation Required
Month 1	₹1,00,000/-	Active participation and no breach	Monthly Activity Report
Month 2	₹1,00,000/-	Active participation and no breach	Monthly Activity Report
Month 3	₹1,00,000/-	Active participation and no breach	Monthly Activity Report
Month 4	₹1,00,000/-	Active participation and no breach	Monthly Activity Report
Month 5	₹1,00,000/-	Active participation and no breach	Monthly Activity Report
Month 6	₹1,00,000/-	Active participation and no breach	Monthly Activity Report

B.2 Catalytic Funding

The Non-dilutive Catalytic Funding quantum, tranches, milestones, and specific documentation requirements shall be agreed between RA and the SGB in a separate Funding Disbursement Plan to be executed prior to the first disbursement of the Non-dilutive Catalytic Funding and shall form part of this Schedule A upon execution.

General conditions applicable to the Non-dilutive Catalytic Funding:

- Funds to be utilized solely for the purpose approved by RA in writing.
- Utilization statements and progress reports to be submitted within fifteen (15) days of the closing of each quarter.
- RA may withhold or suspend disbursement at its sole discretion if the SGB is in breach of this Agreement or has failed to meet agreed milestones.