

Memorandum of Understanding

This memorandum of understanding (MOU) is prepared to establish Industry - University partnership between Loment, a State of Illinois, United States Corporation ("Loment") and Jawaharlal Nehru Technological University, Kakinada, India ("JNTUK") in the mobile value added services area.

Loment ("Company") is a growth stage private corporation with its headquarters in Naperville Illinois, U.S.A. Loment is engaged in mobile value added services (MVAS) product development, namely, secure messaging, secure email, mobile financial services, and mobile healthcare. Loment products offer Privacy, Security, Identity Management, Visual Aids, Organization, Import, Export, Remote Wipeout, Backup, Restore, Priority Indication, Restricted Messages, Auto Expiration, Acknowledgments, Scheduled Delivery, Activation, Deactivation and other features. Loment has many patent pending features that directly enhance the value to its subscribers.

Jawaharlal Nehru Technological University, Kakinada (JNTUK) is an institution of higher learning, in the State of Andhra Pradesh, India. JNTUK offers undergraduate (B.Tech), post graduate (M.Tech) and doctoral (PhD) programs in Engineering, particularly Computer Science. In addition, JNTUK offers industry training and entrepreneur programs. JNTUK has a College of Engineering that was originally established in 1946, which recently was awarded University status in the year 2008 under the State of Andhra Pradesh, India.

SCOPE:

Loment and JNTUK are interested in establishment of a mobile financial services (MFS) research and development laboratory at College of Engineering, Kakinada to focus on mobile banking, mobile payments, and mobile commerce related research, product architecture, development, testing, and student research projects. To this effect, Loment shall contribute its understanding of current research, industry applications, development environments, frameworks, product design methodologies, and academic training programs. JNTUK shall contribute faculty, staff, students interested in project based learning, laboratory equipment, access to the Internet, computers and facilities as required by the participants. In addition, JNTUK may also receive copies of Loment products and software, free of charge, for its own research and laboratory use but not for commercial deployment. Loment may offer its products and services to JNTUK or its members for commercial use on a subsidized or revenue sharing basis; the scope of commercial deployments shall be covered under a separate agreement.

CONFIDENTIALITY and INTELLECTUAL PROPERTY RIGHTS:

Both parties agree to hold information exchanged during the agreement as Confidential to Loment and JNTUK, and agree not to disclose to third parties without explicit authorization.

Loment products and services are a result of the combined work of many employees, and may be covered under patent-pending intellectual property rights. During the course of interaction, JNTUK faculty and students may be exposed to this work in the form of software design, source code, or products that are not released to the public. Participating colleges, faculty and students agree and adhere to protect Loment intellectual property during the collaborative research, and for a period of five (5) years thereafter. The parties further agree that ownership of any new



LOMENT



intellectual property, including but not limited to confidential information, designs, knowhow, patents, copyrights, trademarks, industrial trade secrets, etc. developed jointly during the course of this collaboration shall belong to Loment for commercial purposes.

TERM, TERMINATION and RENEWAL:

Loment and JNTUK enter this agreement for a period of three (3) years from the date of signing, which shall be deemed the Effective Date of the Agreement. Both parties may terminate this agreement by first giving a three (3) month written notice to the other party and thereby executing a cancelation of all outstanding projects, in writing.

Unless otherwise specified, the collaboration is automatically renewed for an additional two (2) years after the Term has expired, and will continue to renew for two (2) years thereafter unless otherwise terminated in writing.

CONTACTS:

Dr. Venkata C. Majeti, Founder and Chief Executive Officer, Loment shall be a key contact for the execution of any agreements on behalf of the company.

Dr. J.V.R. Murthy, Professor, Computer Science and Engineering shall be the Faculty Advisor for the collaboration between Loment and JNTUK. The University may appoint an administrative contact and managers to oversee the projects and agreements from time to time, who may also have signing authority on behalf of the University.

IN WITNESS WHEREOF the parties have set their hands hereto on the day and the year first hereinabove written under their respective seal of office.

(Dr. Venkata C. Majeti)

CEO, Loment

1548 Bond Street
Suite 105
Naperville, IL 60563
USA

Date: June 7, 2012

(Dr. E. V. Prasad)

Registrar, JNTU Kakinada
Kakinada 533003

Date: 7.6.12