

VOLUNTEERING AGREEMENT

This Agreement (“**Agreement**”) is made on February 23, 2023 (“Effective from 1st April 2023 till 31st March 2024”) between:

STEM Learning Private Limited a company incorporated under the laws of India and having its registered office at ICON 1205, Marathon Nextgen Campus, Opp. G.K. MARG, Lower Panel (W), Mumbai- 400013 and

Brillio Technologies Private Limited, a company incorporated under laws of India having its office at 4th Floor, Bren Optimus, No. 8/2, Dr. M.H. Marigowda Road, Bangalore, Karnataka 560029, India (which expressions, where the context admits, shall include its affiliates, heirs, executors, representatives, administrators and permitted assignees) (hereinafter referred to as “**Brillio**”), and

The Brillio and the STEM Learning Pvt Ltd may, wherever the context so permits, be collectively referred to as the “**Parties**” and individually as a “**Party**”.

Now in consideration of mutual covenants and obligations contained herein, it is hereby agreed as follows,

1. The **Purpose** of this agreement is to set forth the terms and conditions on which the STEM Learning Pvt Ltd agrees to implement the ‘**Employee Volunteering Program**’ with Brillio
2. **Scope of the Agreement:**
 - 2.1 During the term of this Agreement, the STEM Learning Pvt Ltd shall be obligated to provide the following activities to the Brillio:
 1. Conduct 25 DIY activities throughout the year- in all the Brillio office locations Bangalore, Pune, Hyderabad, Chennai, Delhi Volunteering
 2. Museum visit & Brillio Volunteering
 3. Facilitate online Teaching Sessions
 - 2.2 The **STEM Learning Private Limited** agrees to provide the aforementioned activities on a non-exclusive basis to the Brillio.
 - 2.3 The Parties agree that each of the above deliverables shall be completed and delivered within the timeline as set out in Schedule A of this Agreement.
 - 2.4 The timeline shall include fortnightly meetings and sessions of forty-five (45) minutes each for the duration of the program.
 - 2.5 The Brillio understands that the **STEM Learning Private Limited** is only obligated to provide the aforementioned activities as mutually agreed between the Parties. In the event, the Brillio requests the STEM Learning Pvt Ltd to provide any additional activities which is outside the scope of activities, both the Parties shall mutually discuss and agree upon the same.

In this regard, the Parties shall from time to time and during the Term of this Agreement, execute a **Statement of Work** in a form as mentioned in **Schedule B** of this Agreement,

where the Parties shall lay down all relevant terms with regard to the additional scope of activities to be performed by the **STEM Learning Private Limited**

3. Scope of Work:

3.1 Responsibilities of STEM Learning Private Limited

- a) The **STEM Learning Private Limited** shall be responsible to carry out the aforementioned activities as per the activity timeline attached as Schedule A to the Agreement.
- b) The **STEM Learning Private Limited** shall provide the activities in a prudent, reasonable and efficient manner and in accordance with the applicable standards for sustainability consulting activities.
- c) The **STEM Learning Private Limited** shall provide as reasonably necessary all professionals, managerial personnel as are required to provide the activities. Such personnel shall be qualified to perform the duties to which they are assigned and shall meet the requirements of the Purpose of the Agreement.
- d) The **STEM Learning Private Limited** shall be responsible for all individuals employed to perform the activities and their working hours, rates of compensation and all other matters related to their employment.
- e) The **STEM Learning Private Limited** shall submit the reports that document the consulting activities, all in form and substance necessary to meet the Brillio's reporting requirements, if any, under the Agreement.
- f) The **STEM Learning Private Limited** shall comply with all the applicable laws necessary to provide the activities under the Agreement and render the activities with proper diligence and care.

3.2 Responsibilities of Brillio

- a) Brillio shall with its best efforts carry out the process and procedures necessary to conduct the activities pertaining to this Agreement.
- b) Brillio shall assist in providing relevant data, information to **STEM Learning Private Limited** to carry out the activities.
- c) Brillio shall make the payment as and when the invoice is raised by the **STEM Learning Private Limited** on the completion of the deliverables.

4. Term and Termination:

- (i) This Agreement shall be valid for a period of one month from 1st April 2023 until 31st March, 2024 from the date of execution of this Agreement or for any extended period mutually agreed by the Parties after expiration of the initial Term/Agreement, unless it is terminated earlier in accordance with the provisions of this Agreement.
- (ii) Each Party is entitled to terminate this Agreement by giving thirty (30) days written notice to the other Party, at any time. In the event of such termination, the **STEM Learning Private Limited** shall be paid for the activities that have performed prior to such date of termination.

- (iii) Notwithstanding to anything stated in this Agreement, if either Party commits a breach of terms/obligations as set forth in this Agreement, and if the defaulting Party fails to remedy that breach within a period of thirty (30) days after having received written notice by the other Party of such breach or default, then the non-defaulting shall immediately terminate this Agreement.
- (iv) Upon termination of this Agreement, each Party shall agree upon measures required for the orderly conclusion of ongoing activities and promptly return all data, materials and other property of the other Party held by it.
- (v) Either Party shall settle all undisputed payment within thirty (30) days from the date of termination of this Agreement.
- (vi) In case of any disputed payment between the Parties, such dispute shall be remedied within a period of fifteen (15) days, failing which the dispute shall be referred to dispute resolution in accordance with clause 11 of this Agreement and shall be payable in accordance with the outcome of such dispute resolution.

5. Payment Terms:

- (i) The Brillio shall make the necessary payment in consideration of the activities rendered by the **STEM Learning Private Limited** as per the payment milestones attached as Schedule A to the Agreement.
- (ii) The Brillio shall remit payment for the grant request letter by the **STEM Learning Private Limited** within thirty (30) business days of receipt of the invoices from the **STEM Learning Private Limited**.
- (iii) All payments shall be made in **INR** and to be made by the Brillio
- (iv) Except as otherwise provided herein, each Party shall be responsible to pay its own costs, expenses including legal costs and other applicable taxes arising out of the execution of this Agreement.
- (v) Upon mutual consensus of both the Parties to carry out activities outside the scope of work, the Brillio shall make additional payments for activities outside the scope of work as per clause 2.5 of this Agreement.

6. Confidentiality:

The Parties agree that they shall not, at any time or under any circumstances, without the prior written consent of the other Party, directly or indirectly communicate or disclose to any person confidential information of the other Party or the existence and terms of this Agreement (other than to their employees, agents, auditors and representatives), save to the extent that such disclosure is:

- a) To such of that Party's employees, officers, consultants, sub-contractors and professional advisors who have a reasonable need to know the same and who are subject to equivalent obligations of confidentiality; or
- b) Required by law, by any court of competent jurisdiction or by any regulatory or administrative body

7. Representations and Warranties:

Both the Parties represent, warrant and undertake that:

- (i) This Agreement will be duly authorized, executed and delivered respectively by both the Parties and upon execution and delivery by them will be its legal, valid and binding obligation and enforceable in accordance with its terms.
- (ii) Either Party has the full power and authority, permits, license, qualification, experience, capabilities necessary to enter into this Agreement and perform its obligations thereto. Additionally, either Party shall be solely responsible to comply with all applicable laws in order to avoid any loss of power, authority, permit, capabilities to be a Party and/or to perform its obligations under this Agreement.
- (iii) The execution of this Agreement by both the Parties and the promises, agreements or undertakings made by them under this Agreement do not violate any applicable law or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a party to or which is applicable to it.
- (iv) The Parties shall not, to the best of its knowledge, do anything or engage in any act that would be detrimental to the terms of this Agreement.
- (v) Either Party is under no pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.
- (vi) The Parties represents that each of the above representations and warranties provided under this provision are and shall remain true during the Term of this Agreement.

Additionally, the Brillio represents and undertakes that:

- (vii) The efficacy of the data/reports provided and represented by Brillio to the STEM Learning Pvt Ltd to carry out the aforementioned activities under any applicable relevant standards is true, reliable, accurate and free from any errors and encumbrances.
- (viii) Any error or inaccuracy that might be found in the data/information while carrying out the activities or anytime thereafter, Brillio undertakes to conduct an independent audit within a period of 15 days and in case dispute/inconsistency arising as a result of inaccuracy, ambiguity in the data provided to STEM Learning Pvt Ltd until the activities are completed, Brillio shall indemnify STEM Learning Pvt Ltd for the loss incurred by the STEM Learning Pvt Ltd.

8. Indemnity:

Either Party undertakes to fully indemnify the other Party and its officers, employees and agents, against any claim(s) or proceeding(s), and against any direct liability, loss or expense (including reasonable legal costs) arising solely out of breach of any representations, warranties or any obligations or any other provision of this Agreement or failure of either Party to comply with any applicable laws.

Any error or inaccuracy that might be found in the data/information while carrying out the activities or anytime thereafter, the Brillio shall conduct an independent audit as mentioned in clause 7 (viii) and any dispute/inconsistency arising out of the

data/information so provided by Brillio to **STEM Learning Private Limited** until the auditing is successfully completed by the Brillio, Brillio shall be take the responsibility for the same and shall indemnify **STEM Learning Private Limited** to the extent the loss incurred.

In case any dispute arises pertaining to third party claims on the activities rendered by the **STEM Learning Private Limited** and such activities are disputed basis the information/ data provided by the Brillio, **STEM Learning Private Limited** shall not be made a necessary party to such legal proceedings and Brillio shall indemnify **STEM Learning Private Limited** from all the legal consequences or financial implications arising out of such proceedings.

9. No Liability Clause:

Parties agree that reports provided or the activities rendered by the **STEM Learning Private Limited** are prepared and actioned upon basis the data/ information provided by the Brillio to carry out such activities. In no event shall the **STEM Learning Private Limited** be held liable for special, punitive, exemplary or consequential damages arising out of the inaccuracy or error in the data/information provided by the Brillio. **STEM Learning Private Limited** shall stand absolved from any liability for any losses, breach, ambiguity or inaccuracy of the data/reports provided by the Brillio in pursuance of this Agreement in good faith to deliver/render the activities as per appropriate standards as agreed.

10. Notices:

All notices required or permitted under this Agreement must be in writing and delivered by an internationally recognized courier, email, or hand delivery to the address of the Party receiving the notice as indicated below or at such other address as may be designated by such Party by notice as provided herein.

For STEM Learning Private Limited

Attention: Ashutosh Mohan Pandit
Address: ICON 1205, Marathon Nextgen Campus, Opp. G.K. Marg, Lower Parel (W), Mumbai- 400013
E-mail: ashutosh@stemlearning.in
Tel: 022-24933738/39

For Brillio:

Attention: Abhishek Ranjan
Address: 4th Floor, Bren Optimus, No. 8/2, Dr. M.H. Marigowda Road, Bangalore, Karnataka 560029, India
Email: abhishek.ranjan@brillio.com

11. Governing Law and Dispute Resolution:

The Agreement shall be governed by the laws of India. In the event that any dispute, difference, claim or controversies arises between the Parties in connection with this Agreement, the construction of any provision of this Agreement and/or the rights, duties or liabilities of the Parties hereto under this Agreement, the Parties shall conduct negotiations in good faith to solve such dispute. If mutual resolution cannot be reached within thirty (30) days after the commencement of such negotiations, the Party aggrieved by such failure shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996. The proceeding shall be conducted by one (1) arbitrator which shall be appointed by the aggrieved Party. The venue of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties.

12. Assignment:

Either Party may not subcontract or assign its obligations and responsibilities under this Agreement without the prior written consent of the other Party, which consent such Party may withhold in its sole discretion.

13. Waiver:

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. All waivers, to be valid, have to be in writing and signed by the authorized representative of the Party granting the waiver.

14. Force Majeure:

Non-performance by either Party will be excused to the extent performance is rendered impossible due to causes beyond such Party's reasonable control and not caused by its gross negligence or wilful misconduct, including, without limitation, riot, invasion, war, civil commotion, malicious damage or any overriding emergency procedures, accident, fire, pandemic, explosion, terrorism, sabotage, flood and storm, earthquake, subsidence, other natural disaster or any equivalent circumstances that is beyond the reasonable control of the affected Party.

15. Entire Agreement:

This Agreement expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understanding pertaining to the subject matter hereof.

16. Severability:

If the whole or part of any provision of this Agreement is held illegal, unenforceable or otherwise invalid, that provision or part of it shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in effect.

17. Counterparts:

The Parties agree that this Agreement may be signed in counterparts which together shall constitute one instrument, and that signatures exchanged by facsimile are legal and binding.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

For and on behalf of
Brillio Technologies Private Ltd

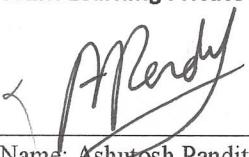

Name: Sumeet Gupta
Title: Head of Procurement

Witness:



Name: PRARIT GARODIA
Contact Details: 9903069110

For and on behalf of
STEM Learning Private Limited


Name: Ashutosh Pandit
Title: Managing Director

Witness:



Name: Omkar Kengre
Contact Details: 8355913432



Schedule A
Budget & Activity Timeline

Employee Volunteering Program (1 Apr 2023 - 31 Mar 2024)				
S. No.	Activities	Timeline	No of schools	Budget
1	25 DIY activities throughout the year- in all the Brillio office locations Bangalore, Pune, Hyderabad, Chennai, Delhi Volunteering	Monthly 2	Lumpsum	500000
2	Museum visits & Science Expo	Quarterly one	Lumpsum	77966
3	Facilitate online Teaching Sessions	Weekly two	Lumpsum	100000
A	Total			677966
B	GST 18%			122034
Grand Total (A+B)				8,00,000.00

Payment Terms:

S. No.	Activity	Amount (INR)*
1.	Upon signing of the Agreement (Within 30 days of signing the agreement)	600000
2.	Payment will be made within 30 days after submitting Annual report.	200000

Account Holder : STEM Learning Pvt Ltd
Beneficiary Bank : ICICI Bank
Bank Address : Lower Parel Branch, Trade World B Wing, Kamla Mill Compound, Senapati Bapat Road, Lower Parel, Mumbai - 400013

IFSC Code : 032305003239

Schedule - B

Reporting Timelines

Half yearly	On or before 15 th October 2023
Annual Report	On or before 15 th April 2024

Reporting Format:

1. Introduction
2. Coverage
3. Collaboration
4. WA Promotions in relevant groups & Social Posts
5. Outcomes / Impact
6. Way forward
7. News Clippings – Videos & Pictures, Testimonials of key Stakeholders

SCHEDULE – C

Statement of Work (SOW)

THIS Statement of Work (hereinafter referred to as “SOW”) is dated as of February 23, 2023 (“Effective from 1st April 2023 till 31st March 2024”)

Parties have entered into an Activities Agreement (“Agreement”) on ‘Employee Volunteering Program’ which inter-alia records the terms and conditions agreed between the Parties for seeking consultancy activities.

Pursuant to and in accordance with clause 2.5 of the Agreement, the Parties now desire to execute this SOW.

Capitalized terms mentioned herein and not defined shall have the same meaning as provided under the Agreement.

The Parties hereby reaffirm that no other terms or conditions of the Agreement, not hereby otherwise modified or amended, shall be negated or changed as a result as a result of this SOW.

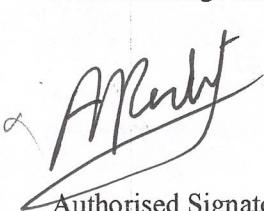
Except as set forth in this aforementioned table, the Agreement shall remain unaffected and shall continue to be in full force and effect in accordance with its terms.

IN WITNESS WHEREOF THE PARTIES THROUGH THEIR DULY AUTHORISED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT.

Signed on behalf of

STEM Learning Private Limited

Authorised Signatory



Signed on behalf of the

Brillio Technologies Private Limited

Authorised Signatory



Name: Ashutosh Pandit

Title: Managing Director

Date:

Name: Sumeet Gupta

Title: Head of Procurement

Date: