

subject or the context thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

AND

Cargill Business Service India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Y 65, Ground Floor, Hauz Khas, New Delhi – 110016 (hereinafter referred to as the “**CBSIPL**” which expression wherever the context requires or permits shall mean and include its successors and assigns), On the Other Part.

(MSSS and CBSIPL are hereinafter collectively referred to as the “Parties” and individually as a “Party”.)

WHEREAS

- A. Mythri Sarva Seva Samithi is a registered non-profit organization working in Bengaluru, Karnataka, India. Our journey began with a simple yet powerful vision: to make a meaningful difference in the lives of those most in need. Over the years, we have grown and evolved, but our commitment to serving communities remains unwavering. Mythri Sarva Seva Samithi’s critical actions are aimed at striving to change the face of Poverty and to prevent environmental degradation
- B. Mythri Sarva Seva Samithi had entered into MOU with CBSIPL on 10th December 2025, in establishing Mini Science Centre, Astronomy Lab & Digital Smart class in Government schools.
- C. Mythri Sarva Seva Samithi had approached CBSIPL seeking financial support for *”Establishing 3 Mini Science Centre, 1 Astronomy lab & 1 Digital Smart class* In this relation, Mythri Sarva Seva Samithi had submitted a proposal for attached hereto as Annexure-1 (“Proposal”), to CBSIPL
- D. In pursuance of the submission of the Proposal by Mythri Sarva Seva Samithi followed by discussions between MSSS and CBSIPL, CBSIPL have agreed to be part of the proposed project and provide financial assistance to it, hereinafter referred to as the “**Project**”

It has been agreed that CBSIPL will grant an amount of RS. 11,44,000 /- (**Rupees Eleven Lakh Forty Four Thousand Rupees Only**) for the financial year **2025 – 2026**, towards the Project, hereinafter referred to as the “**Grant Amount**”. The Grant amount will be contributed by CBSIPL.

- E. The Grant amount is subject to and to be utilized in accordance with the terms and conditions contained in this MOU.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED HEREIN, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this MOU, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

- (a) **“Budget Plan”** shall mean the plan detailing the expenditures to be incurred utilizing the Grant Amount, attached hereto as Annexure-1;
- (b) **“Effective Date”** shall mean the date of project start under this MOU by both the Parties;
- (c) **“IPRs”** shall have the meaning ascribed to the term in Clause 4.1;
- (d) **“MOU”** shall mean this Memorandum of Understanding, and shall include annexures hereto and the recitals above;
- (e) **“Project”** shall have the meaning ascribed to the term in Recital C above; and
- (f) **“Project Period”** shall mean the duration during which Mythri Sarva Seva Samithi is to utilize the Grant Amount in accordance with the terms hereof, being the period ending on March 31, 2026 ; and
- (g) **“Proposal”** shall have the meaning ascribed to the term in Recital **Error! Reference source not found.** above.

1.2. INTERPRETATION

Unless the context otherwise requires, in this MOU:

- (a) words importing persons or parties shall include firms and corporations and any organizations having legal capacity;

- (b) words importing the singular include the plural and vice versa;
- (c) reference to laws shall include laws as may from time to time be enacted amended, supplemented or re-enacted;
- (d) reference to a gender includes a reference to all other genders;
- (e) reference to the words “include” or “including” shall be construed without limitation;
- (f) reference to this MOU or any other agreement, deed or other instrument or document shall be construed as a reference to this MOU or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or notated; and
- (g) the headings and titles in this MOU are for reference only and shall not affect the interpretation or construction hereof.

2. **TERMS OF THE GRANT**

- 2.1 CBSIPL, relying on the Proposal, has agreed to financially support the Project, and accordingly, agree to provide MYTHRI SARVA SEVA SAMITHI Grant Amount where this amount is to be utilized solely for the purpose of the Project in accordance with the terms and conditions stated in this MOU.
- 2.2 Subject to MYTHRI SARVA SEVA SAMITHI being in compliance with the terms of this MOU and fulfillment by MYTHRI SARVA SEVA SAMITHI of any conditions as may be stipulated under law or by CBSIPL
- 2.3 CBSIPL confirms that they are NOT a “Foreign Source” as per the definition of “Foreign Contribution Regulation Act 2010” and hence directs Mythri Sarva Seva Samithi to receive the funds in its regular **Non FCRA bank account.**
- 2.4 MYTHRI SARVA SEVA SAMITHI further agrees and undertakes as follows:
 - (a) **it** shall utilize the Grant Amount in an efficient and judicious manner exclusively for the Project in accordance with the Proposal, the Budget Plan and the terms of this MOU and shall not be diverted, transferred or used for any other purpose without the prior written consent of CBSIPL;

- (b) it shall utilize the entire Grant Amount during the Project Period. In the event any portion of the grant remains unutilized or is expected to remain unutilized before the stipulated deadline, the Partner shall promptly notify Cargill in writing, providing details of the balance amount and the reasons for underutilization. In the event that the Grant Amount or any portion thereof has not been utilized during the Project Period, MYTHRI SARVA SEVA SAMITHI shall refund the unused portion of the Grant Amount immediately from the date of elapse of the Project Period;
- (c) it shall keep detailed accounts and records of all activities carried out, and all costs and expenses incurred, relating to the Grant Amount, it being clarified that the expenditures incurred utilizing the Grant Amount (or any portion thereof) are to be clearly and separately recorded in MYTHRI SARVA SEVA SAMITHI books of accounts;
- (d) in case of any deviation from the Budget Plan in excess of 10% (ten percent), including under each budget head thereunder, MYTHRI SARVA SEVA SAMITHI shall obtain prior written approval of CBSIPL before any expenditure is incurred utilizing the Grant Amount. Notwithstanding the foregoing, no portion of the Grant Amount shall be utilized towards additional administrative, overhead, or non-programmatic expenses without CBSIPL's express written consent;
- (e) it shall be solely responsible for undertaking the applicable direct and indirect tax compliance on account of the Grant Amount received from CBSIPL, it being clarified that CBSIPL shall not be responsible for undertaking any of such tax compliances;
- (f) subject to Clause 4, it shall, in all of its publishing and/or marketing material, acknowledge the financial support granted by CBSIPL as per the terms hereof; and
- (g) it shall not in any manner utilize any portion of the Grant Amount for any of the following purposes:
 - (i) to carry on propaganda, or otherwise to attempt to influence any legislation or political movements;

- (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
 - (iii) to make any grant to any other organization; or
 - (iv) to undertake any activity that may directly or indirectly support terrorists or acts of terrorism or any anti-national activities.
 - (v) in making payment to a Government Official, official of a political party or any candidate for public office in order to obtain or retain the Project in accordance with the Proposal or otherwise;
 - (vi) shall not divert the Grant Amount or engage in any business and shall not have any business income; and
 - (vii) shall not work for the benefit of any particular religious community or caste.
- (h) Upon completion of the project, the Partner shall provide Cargill with all relevant compliance and financial documentation, including but not limited to:
- (i) Valid **Section 80G certificate** under the Income Tax Act, 1961;
 - (ii) **Form 10BE** (certificate of donation); and
 - (iii) A **Utilization Certificate** duly signed by the authorized auditor or officer of the Partner confirming that the funds have been used exclusively for the stated purpose.
- (i) All social media posts, press releases, public communications, or promotional materials relating to this partnership or the grant must be shared with and approved by Cargill in writing prior to publication or posting

3. MONITORING AND REPORTING

- 3.1 CBSIPL shall be entitled, upon reasonable notice, to conduct a review and/or audit (“**Review**”) of the operations of MYTHRI SARVA SEVA SAMITHI and the books of accounts of MYTHRI SARVA SEVA SAMITHI *inter alia*, to verify the proper utilization of the Grant Amount or any portion thereof. MYTHRI SARVA SEVA SAMITHI shall facilitate the Review and shall (a) make available to CBSIPL and their personnel MYTHRI SARVA SEVA SAMITHI books of accounts and any other documents/information as may be sought by CBSIPL or their personnel and (b) provide access to the personnel of CBSIPL to MYTHRI SARVA SEVA SAMITHI areas of operations. MYTHRI SARVA SEVA SAMITHI shall provide periodic progress updates summarizing the impact and utilization

of funds, in a format acceptable to CBSIPL.

- 3.2 MYTHRI SARVA SEVA SAMITHI shall furnish a written report, in a format to be provided by CBSIPL to CBSIPL relating to every calendar quarter during the Project Period, which shall be delivered to CBSIPL no later than thirty (30) days after the end of the relevant calendar quarter. The first such report shall cover, *inter alia*, the activities undertaken and expenditures incurred taking place during the quarter ending December. A final report covering the entire Project Period shall be submitted within 60 (sixty) days from the date of elapse of the Project Period.
- 3.3 MYTHRI SARVA SEVA SAMITHI shall immediately notify CBSIPL about any changes/amendments to MOU (a) constitutional documents, (b) exemption status under Section 80G of the Income Tax Act, 1961 and its not-for profit status, and (c) registration under Foreign Contribution Regulation Act, 2010.
- 3.4 MYTHRI SARVA SEVA SAMITHI shall promptly inform CBSIPL in writing of any change in its governance structure, key management personnel, or legal status that could affect the implementation or administration of the Project.

4. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 4.1 MYTHRI SARVA SEVA SAMITHI agrees that it shall not use the trademarks, brand names, logos, copyrights or any other intellectual property rights belonging to CBSIPL or their affiliates (“IPRs”) for any reason whatsoever without the prior written consent of CBSIPL. It is expressly agreed and understood by MYTHRI SARVA SEVA SAMITHI that nothing herein contained gives or transfers or is intended to give or transfer to MYTHRI SARVA SEVA SAMITHI any right, title or interest of any nature whatsoever in any of the IPRs.
- 4.2 All materials including, advertising, web and collateral materials, press releases or other public statements produced by or for the Project containing information regarding the Grant Amount, this MOU (including the terms hereof) or IPRs will be sent to CBSIPL in advance for review and written approval of CBSIPL will be obtained prior to any printing/posting/fabrication/publication/distribution. All uses of the CBSIPL IPRs shall comply with its’s Brand Identity Guidelines, found at www.cargillbrandidentity.com.
- 4.3 MYTHRI SARVA SEVA SAMITHI agrees and acknowledges that CBSIPL may in its sole discretion, post or communicate information regarding CBSIPL’s involvement in the Project as per the terms hereof (while specifically including the name of MYTHRI SARVA SEVA SAMITHI) in all its marketing or other materials including, advertising, web and collateral materials, press releases or other public statements.

4.4 MYTHRI SARVA SEVA SAMITHI further agrees to keep the terms and conditions of this MOU (including the existence of the MOU) and all related documents and any information disclosed pursuant to this MOU, confidential unless otherwise agreed by prior written consent of CBSIPL. MYTHRI SARVA SEVA SAMITHI acknowledges and agrees that if any Intellectual Property Rights and Confidential Information is used/ disclosed, CBSIPL shall be entitled to an injunction, equitable relief or any other remedy available under law without prejudice to any other rights and remedies available under this MOU.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 Each Party represents and warrants to other Party that:

- (a) it has the power and requisite authority, permission, consents, registrations, approval and sanction to enter into and to exercise its rights and to perform its obligations hereunder;
- (b) it has taken all necessary action to authorize the execution of and the performance of its obligations hereunder;
- (c) the obligations expressed to be assumed by it hereunder are legal, valid, binding and enforceable;
- (d) neither execution nor performance of this MOU will contravene any provision of:
 - (i) any applicable laws; or
 - (ii) any contract, agreement or document by which it is/may be bound.

5.2 MYTHRI SARVA SEVA SAMITHI further represents and warrants that:

- (a) it has made (and shall continue to make) all filings and has obtained (and shall continue to obtain) all approvals, permits, licenses, etc. required under applicable laws including, but not limited to, the Foreign Contribution Regulation Act, 2010;
- (b) it is a not-for-profit organization established and validly existing in accordance with applicable laws. Further, MYTHRI SARVA SEVA SAMITHI agrees to, promptly following a request from CBSIPL, provide evidence of MYTHRI SARVA SEVA SAMITHI's not-for-profit status in India;

- (c) no goods or services have been or will be provided to CBSIPL in lieu of the Grant Amount or execution of this MOU;
- (d) it will not during this MOU hereof, or thereafter, attack the ownership of CBSIPL or the validity of the service mark and trademark registrations. MYTHRI SARVA SEVA SAMITHI shall not engage in conduct or activities which might be detrimental to or reflect adversely upon the reputation of CBSIPL or the CBSIPL IPRs, or wrongfully cause injury to the business of CBSIPL; and
- (e) it is in compliance and shall continue to comply with all applicable anti-bribery/anti-corruption laws, and further agrees to provide the confirmation in the form set out in Annexure-3 to this MOU, which confirmation shall form an integral part of this MOU.

6. TERM AND TERMINATION

- 6.1 This MOU shall be effective from the Effective Date i.e., 28th January 2026. However, if no portion of the Grant Amount is paid by CBSIPL to MYTHRI SARVA SEVA SAMITHI, this MOU shall terminate upon confirmation by CBSIPL and neither party will have any liability or responsibility to the other Party.
- 6.2 CBSIPL shall be entitled to terminate this MOU by giving written notice of 15 (fifteen) days to MYTHRI SARVA SEVA SAMITHI if there is a breach by MYTHRI SARVA SEVA SAMITHI (i) of any of the provisions of this MOU, or (ii) it engages in any activity which is illegal or which conflicts with or could potentially conflict with the object and purpose of this MOU, or (iii) fails to supply any information, documents, records, details, explanations etc. required by CBSIPL, or (iv) breaches terms and conditions relating to confidential information or intellectual property rights, or (v) fails to maintain any registrations, certificates, permissions, sanctions, licenses, approvals, or (vi) fails to maintain all monitoring records and documents in accordance with this MoU. Upon such termination, MYTHRI SARVA SEVA SAMITHI shall return an amount equal to the Grant Amount to CBSIPL, within 30 (thirty) days from the date of receipt of the aforesaid notice.
- 6.3 CBSIPL shall be entitled to terminate this MOU forthwith by written notice if MYTHRI SARVA SEVA SAMITHI is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the MYTHRI SARVA SEVA SAMITHI seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of MYTHRI SARVA SEVA SAMITHI property or assets, or upon liquidation, dissolution or winding up of MYTHRI SARVA SEVA SAMITHI 's business. Upon such termination, MYTHRI SARVA SEVA SAMITHI shall refund the unused

portion of the Grant Amount to CBSIPL within 30 (seven) days of the date of receipt of notice of termination.

- 6.4 CBSIPL shall be entitled to terminate this MOU at any time by giving written notice of 30 (thirty) days to MYTHRI SARVA SEVA SAMITHI. Upon such termination, MYTHRI SARVA SEVA SAMITHI shall return any unused portion of the Grant Amount to CBSIPL.
- 6.5 Both the Parties agree that termination of this MOU shall not affect any rights, liabilities or obligations accrued before such termination. Upon any termination of this MOU for any reason, MYTHRI SARVA SEVA SAMITHI shall cease and desist all such use and shall not thereafter use any name, title, trademark or expression in connection with any business in which MYTHRI SARVA SEVA SAMITHI may thereafter be engaged, which, in the judgment of CBSIPL, so nearly resembles any trademark or name or part thereof owned or licensed by CBSIPL as make be likely to lead to confusion on the part of the public.

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 MYTHRI SARVA SEVA SAMITHI agrees and undertakes to keep and hold CBSIPL indemnified and harmless against all costs, expenses, claims (including third party claims), liabilities, demands, prosecutions, damages and proceedings which may be caused to or suffered by or made or taken against CBSIPL arising out of:
- (a) the breach of any of its representations and warranties as contained in this MOU by MYTHRI SARVA SEVA SAMITHI
 - (b) default or non-performance of this MOU by MYTHRI SARVA SEVA SAMITHI ; or
 - (c) Non-compliance with applicable laws by MYTHRI SARVA SEVA SAMITHI.
- 7.2 Notwithstanding anything contained in this MOU, CBSIPL shall not be liable to MYTHRI SARVA SEVA SAMITHI or any other person/entity, whether in contract, tort, under any warranty or theory of liability, for any indirect, special, incidental, consequential, punitive or exemplary damages. In no event shall CBSIPL's total liability under this MOU exceed the Grant Amount.

8. NOTICES

- 8.1 Any notice and other communication provided for in this MOU shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by delivery in

person or registered post acknowledgment due or by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

(a) In the case of notices to

Address : 1. CBS Registered Office:
Y-65, Ground Floor,
Hauz Khas, New Delhi 110016

Attention : Sujit Menon

Facsimile : +91 (124) 235-8977

Email : Sujit_menon@cargill.com

(b) In the case of notices to MYTHRI SARVA SEVA SAMITHI :

Address : Mythri Sarva Seva Samithi
APARTMENT G, FOUR CORNER LOTUS, 3 NO.45, 9th A Cross
Rd, Sector A, Yelahanka New Town, Bengaluru, Karnataka 560064

Attention : Harish Babu S

Telephone : +91 080 42012130, 9606301681

Facsimile :

Email : harishbabush@gmail.com

9. MISCELLANEOUS

9.1 **Further Assurances:** Each Party shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this MOU in the manner contemplated herein, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this MOU and carry out its provisions.

9.2 **Dispute Resolution:** Any disputes and differences whatsoever arising under or in connection with the subject matter herein shall be settled amicably between the Parties. Any dispute which is not settled amicably between the Parties within 30 days from the date of dispute, it shall be referred to and finally resolved by a sole arbitrator appointed by CBSIPL in accordance with the provisions of Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi and all proceedings shall be conducted in English language.

- 9.3 **Governing Law:** The provisions of this MOU shall, in all respects, be governed by, and construed in accordance with the laws of India. Subject to Clause 9.2 above, each Party agrees that the courts at New Delhi, India shall have the exclusive supervisory jurisdiction to settle any claim or matter arising under this MOU.
- 9.4 **Assignment:** MYTHRI SARVA SEVA SAMITHI shall not be entitled to assign its rights or obligations under this MOU without the prior written consent of CBSIPL. However, CBSIPL shall be entitled to assign any of its rights and obligations under this MOU to any of its affiliates or group companies.
- 9.5 **Amendment:** No amendment, supplement, modification or clarification to this MOU shall be valid or binding unless set forth in writing and duly executed by both the Parties.
- 9.6 **Entirety:** This MOU contains the entire understanding between the Parties in relation to the transactions contemplated under this MOU. In case of any inconsistency between the terms of Annexure-1 hereto and the terms of this MOU (including Annexure-2 hereto), the terms of the MOU (including Annexure-2) shall prevail.
- 9.7 **Severability:** If any provision of this MOU is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this MOU shall continue to remain in full force and effect.
- 9.8 **Costs and Stamp Duty:** Each Party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this MOU. CBSIPL shall bear the stamp duty charges payable in respect of this MOU.
- 9.9 **Waiver:** Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this MOU or any part hereof.
- 9.10 **No Partnership:** The Parties agree that nothing in this MOU shall in any manner be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of any other Party in any manner whatsoever.
- 9.11 **Non-exclusivity:** Nothing in this MOU shall be construed as creating any obligations of exclusivity on CBSIPL. CBSIPL shall, at all times, be entitled to provide financial support to any other charitable/not-for-profit organization.
- 9.12 **Counterparts:** This MOU may be executed by the Parties in separate counterparts and both

of which taken together shall constitute one and the same instrument.

- 9.13 ***Compliance with OFAC: MYTHRI SARVA SEVA SAMITHI*** and all beneficial owners and agents of MYTHRI SARVA SEVA SAMITHI are ***(a)*** in compliance with and shall at all times during the term of this MOU remain in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive, order or regulation relating thereto (“**OFAC Rules**”), ***(b)*** not on Specially Designated Nationals and Blocked Persons List maintained by OFAC or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and ***(c)*** not a person/entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

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IN WITNESS WHEREOF, the Parties have executed this MOU at the place and on the date mentioned hereinabove.

**By Cargill Business Service India
Private Limited
Through its authorized signatory**

**By
THE MYTHRI SARVA SEVA
SAMITHI
Through its authorized signatory**

**Name: Sujit Menon
Designation: CBS Center Lead**




**Name: Harish Babu S
Designation: Chief Executive Officer**

Annexure-1 (“Proposal”)

Project Proposal Budget for Establishing 4 Digital Smart Class in Government schools in Bangalore

S.No.	Item Description	1 Unit Price	4 Unit Price
1.	Edge 65” Interactive Panel With PC AND Android Android 14, 8/128 GB Intel I5 12 th Gen 8 GB RAM, 1 TB HDD, 256 GB SSD With Windows 11 Professional License <ul style="list-style-type: none">- Training - 3 years onsite & Online Training Support- Content Support – DSERT SCERT – State & CBSE- For Class 1 to 10th Std Students- 3 Years Compressive Physical Damage Warranty	2,60,000	10,40,000
2.	NGO Admin Cost - 10 %	26,000	1,04,000
	TOTAL	2,86,000	11,44,000

Annexure- 2

Name of Project	Focus	Objectives	Key Milestones	Timeline
<p>Digital Smart Class in 4 Government schools</p>		<p>To improve conceptual understanding through multimedia content.</p> <p>To enable visual and auditory learning using animations, videos, and simulations.</p> <p>To support teacher effectiveness through digital tools.</p>	<p>Installation of smart boards/interactive panels</p> <p>Conducting training workshops on using smart class hardware and software.</p> <p>Introducing digital teaching methodologies</p> <p>Continuous mentoring and peer learning programs</p> <p>Mapping digital content to the school curriculum.</p> <p>Encouraging students to participate in interactive lessons</p> <p>Assigning digital projects and collaborative tasks.</p>	<p>December 2025-March 2026</p>

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ANNEXURE-3: FORM OF ANTI-BRIBERY CONFIRMATION

CONFIRMATION

In pursuance of the Memorandum of Understanding (“*MOU*”) dated 28th January 2026 executed between Cargill Business Service India Pvt. Ltd (hereinafter referred to as “*CBSIPL*”) and MYTHRI SARVA SEVA SAMITHI a registered public charitable trust, with a registered Trust Deed having its Registered office at G-3 Four Corners Lotus Apartment, #45, 9th A Cross, A-Sector, Yelahanka New Town, Bengaluru – 560064 ., hereby confirm compliance as follows:

- a. We acknowledge and understand that (i) the United States Foreign Corrupt Practices Act, 1977 (“*FCPA*”) and the anti-bribery laws of various other jurisdictions prohibit bribery of Government Officials (as defined below), officials of political parties, candidates for political office, and political parties; and (ii) the anti-bribery laws of various other jurisdictions (such as the UK Bribery Act, 2010) also prohibit bribery of private (i.e. non-government) persons.
- b. We represent and warrant that:
 - (i) we will not violate (or cause CBSIPL to violate) the FCPA or any other applicable anti-bribery laws,
 - (ii) we will not, directly or indirectly, offer, pay, promise to pay, give, or authorize to pay or give, anything of value (including money) to a Government Official, official of a political party, candidate for political office, or political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage in order to obtain or retain business for CBSIPL,
 - (iii) we will not, directly or indirectly, pay or offer to pay any bribes, 10th kickbacks, or other corrupt payments to a private (i.e. non-government) person in relation to performance of our obligations under the MOU,
 - (iv) as on date, none of our owners, officers, directors, principals, managers or employees is a Government Official, official of a political party, or a candidate for political office,
 - (v) we will notify CBSIPL in writing if one or more of our owners, officers, directors, principals, managers or employees become a Government Official, official of a political party, or a candidate for political office, and
 - (vi) We and our employees, managers, officers, or directors have not been involved in any lawsuits, enforcement actions or government investigations related to bribery, corruption, or violations of the FCPA or other anti-bribery laws.
- c. “*Government Official(s)*” means (i) an officer or employee of government or any department, agency, or instrumentality of a government (including a company owned or controlled by a

government); or (ii) an officer or employee of a public international organization (for example the World Bank or International Monetary Fund); or (iii) any person acting in an official capacity for or on behalf of any of the above.

- d. We agree that CBSIPL has the right to periodically:
 - (i) audit our financial records related to the performance of our obligations under the MOU for purposes of verifying our compliance with this Confirmation, the FCPA, and other applicable anti-bribery laws;
 - (ii) require us to certify in writing its compliance with this Confirmation, the FCPA, and other applicable anti-bribery laws; and
 - (iii) provide FCPA and anti-bribery law training to us and our employees and personnel.
- e. We agree to defend and indemnify CBSIPL from and against any and all claims, losses and expenses suffered or incurred by CBSIPL caused by our breach of this Confirmation.
- f. Notwithstanding anything to the contrary herein, we agree that if at any time CBSIPL believes in good faith that we have breached this Confirmation, CBSIPL may (in its sole discretion) terminate the MOU with immediate effect upon written notice to us, and without any further liability or obligation to us.

A handwritten signature in blue ink is positioned to the left of a circular purple stamp. The stamp contains the text "MYTHRI SARVA SEVA SAMITHI" around the perimeter, "BANGALORE" in the center, and a small star at the bottom.

THE MYTHRI SARVA SEVA SAMITHI

Signed this _____
