



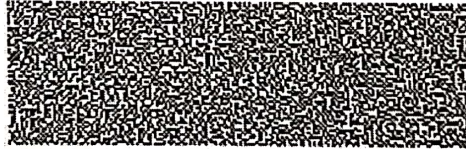
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA86103146377121X
Certificate Issued Date : 20-Mar-2025 04:53 PM
Account Reference : NONACC (FI)/ kakscsa08/ FRAZER TOWN/ KA-SV
Unique Doc. Reference : SUBIN-KAKAKSCSA0899987308049932X
Purchased by : LINDE FOUNDATION
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : MATERIAL PURCHASE AND SERVICES AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : LINDE FOUNDATION
Second Party : STEM LEARNING PRIVATE LIMITED STEM
Stamp Duty Paid By : LINDE FOUNDATION
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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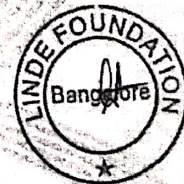
MATERIAL PURCHASE AND SERVICES AGREEMENT

This Material Purchase and Services Agreement is made on this the 20th day of March, 2025 ("Effective Date")

BY AND BETWEEN:

LINDE FOUNDATION, a public charitable trust and having its registered office at Level 6, Prestige Khoday Tower, No. 5, Raj Bhavan Road, Bangalore - 560001 (hereinafter referred to as "LINDE FOUNDATION/ LF", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART,

Mani Shankar



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shrestamp.com or using a Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the user of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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AND

STEM LEARNING PRIVATE LIMITED (STEM), a Private Limited Company (CIN No. U80903PN2011PTC140038) incorporated under the provisions of Companies Act, 1956, having its registered office at ICON 1205, Marathon Nextgen, Lower Parel (WEST), Maharashtra, Mumbai - 400013 (hereinafter referred to as the "**Supplier**", which expression shall, wherever the context so requires or admits, mean and include its successors in business and permitted assigns) of the **OTHER PART**.

The Linde Foundation and the Supplier shall be collectively referred as the "**Parties**" and individually as a "**Party**".

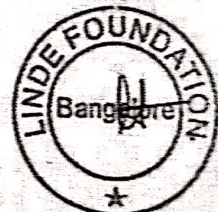
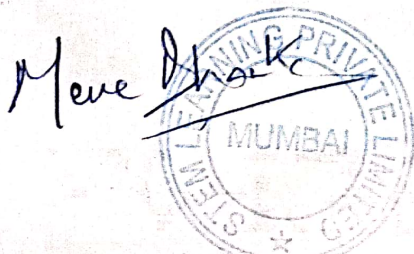
WHEREAS:

- A. Linde Foundation is public charitable trust and undertakes corporate social responsibility (CSR) activities of Linde India Limited, Praxair India Private Limited and Linde South Asia Services Private Limited (they are collectively referred to as "**Linde Group**"), and other charitable activities.
- B. The Supplier is engaged in the business of supplying & installation of Mini Science Centre's and has the required manpower, expertise and infrastructure to carry out such deliverables.
- C. The Linde Foundation seeks to engage a Supplier to provide the certain goods (the "**Materials**") and perform certain services (the "**Services**") as more fully described in **Annexure I** of this Agreement and the Supplier has represented to the Linde Foundation that it has all required expertise, experience, skills and resources to provide the same.
- D. Pursuant to discussions, and based on the foregoing representations and warranties of the Supplier, the Linde Foundation has agreed to purchase the Materials and Services from the Supplier, and the Supplier is willing to deliver the same to the Linde Foundation in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties with the intent to be legally bound hereby agree as follows:

1. SCOPE OF WORK

- 1.1. The Supplier shall provide the Materials and perform the Services at the designated locations (the "**Sites**" as more fully described in **Annexure II** of this Agreement) as per the terms of this Agreement and in accordance with Work Order and/or Service Orders (*defined hereinbelow*) raised by the Linde Foundation from time to time.
- 1.2. The Linde Foundation may issue the work order and/or service orders from time to time as per its requirement for the Materials and/or Services to the Supplier (the "**Work Order**" and the "**Service Order**" respectively). The Supplier shall communicate its acceptance of the same within a period of seven (7) days from the date of receipt thereof, beyond which the Work Order and/or Service Orders shall be deemed accepted. The Parties further agree that any actions that any action undertaken by the Supplier towards fulfilment of a Work Order and/or Service Orders shall be deemed to be the Supplier's acceptance of such Work Order. In the event of any conflict between the terms of the Work Order and/or Service Orders and this Agreement the terms of this Agreement shall prevail.
- 1.3. It is agreed and understood by the Parties that the contractual relationship and all other dealings between the Linde Foundation and the Supplier are on a 'principal to principal' basis and that neither of them shall claim, represent or hold themselves out, to be an agent or representative of the other, or pledge the credit of the other or make or attempt to make any financial or other commitments on behalf of the other. Further, the Parties agree that this Agreement is not for supply of labour or an agency agreement; rather, it is a contract for the Supplier to provide comprehensive services to the Linde Foundation, as an independent Supplier on a principal to principal basis and under no circumstances shall the Supplier or



its personnel be deemed to be employees of the Linde Foundation. The Supplier shall remain solely responsible for making payments of wages and other dues to its personnel.

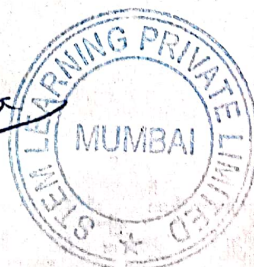
2. PAYMENT TERMS

- 2.1. In consideration of the Supplier supplying the Materials and/or providing the Services hereunder, the Linde Foundation shall pay to the Supplier as per the rates as more fully detailed in Annexure III of this Agreement. The Supplier shall raise separate electronic invoices for each delivery of the Materials delivered and/or Services provided by it within a period of 7 days from the date of delivery of such Materials and/or completion of the Services and as per the terms specified in Annexure III.
- 2.2. The Supplier shall ensure that the electronic invoices are issued with the Work Order and/or Service Order number noted thereon and the Supplier's Goods and Services Tax registration number (GSTIN). The electronic invoices shall also bear all such particulars as specified by the Linde Foundation and shall be dated no earlier than date of shipment.
- 2.3. Unless otherwise specified by the Linde Foundation, the rates shall not be subject to increase or escalation; and supplied as per the mutually agreed INCOTERMS, at a Site specified by the Linde Foundation.
- 2.4. The electronic invoices shall include the rates and all taxes, duties and other statutory charges / levies in force at time of raising of Purchase Order and/or Service Order. The Supplier shall separately indicate on its electronic invoices any taxes imposed on the sale or delivery of Materials and/or the Services Provided. The Supplier warrants that it shall duly comply with all the taxes that shall be levied as a result of supply of the Material and/or Services. Any lapse in Goods and Service Tax compliance or incorrect details inserted in any documents filed by the Supplier with the department or any other such mistakes, which leads to denial of credit to the Linde Foundation, shall be borne by the Supplier.
- 2.5. Any claim for payment for any Materials and/or Services ordered under this Agreement must be made within six (06) months from the date on which such Materials are delivered and/or Services provided to the Supplier, otherwise such claim shall be deemed waived.
- 2.6. The Linde Foundation shall make payments within Thirty (30) days from the later of (i) the date of Linde Foundation's receipt of a correctly stated invoice; or (ii) receipt of the Services.
- 2.7. The Supplier shall throughout the term of this Agreement supply the Materials at the lowest prices and upon the most favourable terms (including, without limitation, volume, quality and/or payment terms) that it offers any other buyers for materials of the same or similar qualities as provided for under this Agreement. If the Supplier makes an offer to sell any such materials to a third party at a lower price or upon one or more terms that are more favourable than the price or terms applicable under this Agreement, an equivalent reduction or modification of terms will apply to all Materials purchased under this Agreement thereafter.

3. DELIVERY:

- 3.1. It is expressly agreed and understood that the delivery of Products shall take place at the Sites. The Supplier shall take insurance covering all the risks during transit.
- 3.2. The Supplier shall promptly notify the Linde Foundation in writing if the Supplier anticipates difficulty in complying with any required delivery date. If any Materials are not delivered or the Services are not performed within the agreed time, the Linde Foundation may at its sole discretion: (i) refuse to accept such Materials/Services and terminate the relevant Purchase Order/ Service Order; (ii) cause the Supplier to ship the Materials by the most expeditious means of transportation without any additional cost to the Linde Foundation; or (iii) procure replacement Materials or Services from alternate sources at the cost of the Supplier. The Supplier shall also be responsible for bearing all costs incurred by the Linde Foundation as a result of such late deliveries.

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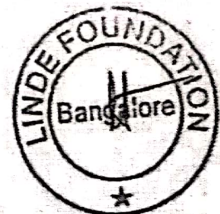


- 3.3. Net volumes, weight, quantity measurements determined by the Linde Foundation in terms of the Materials delivered shall be treated as final and binding on the Supplier or its agent unless otherwise specified.

4. OBLIGATIONS OF THE SUPPLIER:

- 4.1. The Supplier shall ensure that it has all necessary licenses and permits under the applicable law, to provide the Materials/Services as per this Agreement and the Work Order/ Service Orders and carry out its obligations in compliance with all applicable laws, rules and regulations from time to time in force.
- 4.2. The Supplier shall exercise due care, skill and diligence in the performance of the Services, and adhere to the performance standards as mutually agreed between the Parties.
- 4.3. The Supplier shall ensure that the Materials delivered and the Services provided are timely, in accordance with highest industry standards, in compliance with the terms of this Agreement and any directions as may be issued by the Linde Foundation from time to time.
- 4.4. The Supplier shall, always, ensure that its personnel deployed at the Site adhere to the rules and regulations in force. The Supplier shall ensure that its personnel follow all safety and security measures in place at the Site and shall also ensure that its personnel are appropriately dressed while at the Site. The Supplier shall also ensure that the employees deployed at the Site are not suffering from any chronic or contagious diseases. In the event the medical examination of any of the personnel deployed at the Sites indicates that they are medically unfit, the Supplier shall arrange to remove such personnel from the Site immediately and replace the said personnel. The Supplier shall, always during the term of this Agreement, maintain an appropriate insurance coverage as required by law and required to fulfil its obligations under this Agreement. The Supplier shall submit proof of the said insurance coverage as and when demanded by the Linde Foundation.
- 4.5. The Supplier will personally and exclusively supervise or deploy supervisory personnel to exclusively supervise the work of the personnel deployed at the Site to ensure that the Services rendered under this Agreement or Materials delivered are carried out to the satisfaction of the Linde Foundation.
- 4.6. The Supplier will ensure that none of the personnel deployed under this Agreement, shall be present at the Site, after fixed timings and on completion of his/her shift, shall leave the Site, unless otherwise specifically agreed by the Linde Foundation.
- 4.7. The Supplier shall indemnify and hold harmless the Linde Foundation and its officers and employees against all claims made by its personnel on the Linde Foundation as also for any losses or damage caused to the Linde Foundation on account of the action/inaction of its personnel while rendering the Services hereunder.
- 4.8. The Supplier shall not use the name of the Linde Foundation in any manner either for credit arrangement or otherwise and it is agreed that the Linde Foundation shall not in any way be responsible to the Supplier's and/or for its personnel's debts, liabilities or obligations.
- 4.9. The Supplier shall use ethical and lawful means in rendering the Services and delivering the Materials to the Linde Foundation and shall not at any time, whether during the currency of this Agreement or otherwise, act in a manner, which may cause any disrepute to, or adversely affect the reputation of the Linde Foundation.
- 4.10. The Supplier undertakes and agrees to extend full co-operation and support to the Linde Foundation in the event any law enforcement agency initiates an investigation and/or pursue any legal proceedings arising out of the provision of this Agreement and/or the Purchase Order/ Supply Order.
- 4.11. The Supplier shall keep accurate books and records of all payments, costs, disbursements and expenses related to the Services.
- 4.12. The Supplier shall contact the authorized representatives of the Linde Foundation, on all matters related to the performance of the Services or delivery of the Materials.

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5. TERM AND TERMINATION:

- 5.1. This Agreement shall be valid and in force for a period of 12 months from the Effective Date, i.e. till 19th March 2026, unless terminated in accordance with the terms and conditions hereof.
- 5.2. This Agreement shall be terminable by either Party.
 - i. giving not less than thirty (30) days' written notice to the other Party, if such other Party breaches any of the terms of this Agreement and same remains uncured by the end of the said notice period.
 - ii. forthwith by giving written notice to the other, in the event of the other going into liquidation compulsorily or voluntarily or being declared insolvent.
- 5.3. The Linde Foundation may terminate this Agreement, without any cause, by serving on the Supplier a prior written notice of sixty (60) days.
- 5.4. The Parties agree that the expiry or termination of this Agreement shall not prejudice any rights or obligations of the Parties which have accrued prior thereto.

6. WARRANTY:

The Supplier hereby warrants that the Materials and/or Services shall: (i) conform to the description and specifications specified in this Agreement or Purchase Order/ Service Order; (ii) be free from all defects in material, workmanship or design; (iii) be of merchantable quality and fit and suitable for the purpose of the Linde Foundation ; and (iv) comply with the requirements of the Linde Foundation . The Supplier further represents and warrants that (i) the Materials and all parts thereof will consist of new (not used or recycled) materials; and (ii) the Linde Foundation shall acquire good and marketable title to the Material, free and clear of all liens, claims and encumbrances. The said warranty shall be for a period of the longer of (i) as specified in the Purchase Order/Service Order; or (ii) twelve (12) months from the date the Materials or Services are placed in operation; or (iii) the standard warranty period provided by the Supplier for the Materials or the Services.

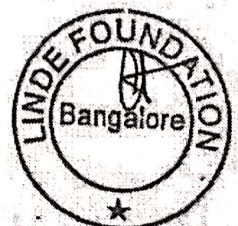
Notwithstanding anything contained herein to the contrary and without limiting the Linde Foundation's rights as specified elsewhere in this Agreement, if any Materials or Services rendered are discovered to be defective or non-conforming, then, at no cost to the Linde Foundation and at Linde Foundation's option, the Supplier will (i) extend the warranty period for all such Materials for no less than an additional twelve (12) months from the date on which the warranty for the Materials would otherwise expire; and/or (ii) compensate the Linde Foundation for all expenses associated with correcting the defect/non-conformance.

7. INDEMNITY:

The Supplier and any of its affiliates, agents, sub agent and sub-contractors shall at all times indemnify, defend and hold harmless the Linde Foundation from and against any and all claims, losses, damages, expenses and liabilities, including attorneys' fees (collectively termed as the "Claims"), arising from or in connection with (i) Supplier's non-performance or breach under this Agreement; (ii) failure of the Materials/Services rendered to conform to specifications agreed between the Parties; (iii) personal injuries or property damage proximately caused by defects in design or manufacture of the Materials or while rendering the Services; or (iv) Supplier's failure to provide adequate warnings or instructions with respect to the Materials.

Notwithstanding any term to the contrary herein contained or otherwise, the Linde Foundation shall under no circumstances be held liable whether in contract, in tort, under any undertaking, warranty, indemnity or any other theory of liability, for any indirect, incidental or consequential damages, such as,

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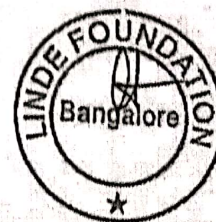
without limitation, loss of use, loss of revenue or profit, loss of goodwill, loss of opportunity, business disruption or other pecuniary loss arising out of this Agreement even if the other Party has been advised of the possibility of such damages.

8. CONFIDENTIAL INFORMATION

- 8.1. "Confidential Information" shall mean any non-public information of Linde Group whether or not marked as confidential or proprietary, that the Supplier receives before, during or after the execution of this Agreement, and such information that derives independent value from not being generally known to the public but is not limited to information on Linde Group's products and services, pricing data, sources of supply, financial data, business plans, marketing methods, production, or merchandising systems or plans, any and all personnel data, employee salaries and any personal information relating to Linde Group's employees, consultants, directors, suppliers or representatives.
- 8.2. The Supplier agrees that it shall:
- A. keep all Confidential Information and other materials passing from Linde Foundation to the Supplier confidential and shall not, without the prior written consent of Linde Foundation, divulge such Confidential Information to any other person or use such Confidential Information other than for the purposes of carrying out the in this Agreement;
 - B. take all steps as may be reasonably necessary to protect the integrity and secrecy of the Confidential Information and to ensure against any unauthorised disclosure thereof;
 - C. promptly inform Linde Foundation of any potential or accidental disclosure of the Confidential Information and take all steps, together with Linde Foundation, to retrieve and protect the said Confidential Information;
 - D. use the Confidential Information only for the purpose for which it was provided and not for gaining profit from the same in any unauthorised manner to the exclusion of Linde Foundation.
- 8.3. The obligations contained in this clause shall not apply to any information which is or has become public (other than by breach of this Agreement) and or required to be disclosed by law or any governmental, official or regulatory body, provided that so far as it is lawful and practical to do so prior to such disclosure, Supplier when subject to such disclosure shall promptly notify Linde Foundation of such requirement with a view to providing the opportunity for Linde Foundation to contest such disclosure or otherwise to agree on the timing and content of such disclosure.
- 8.4. Supplier shall execute appropriate non-disclosure agreements with each of its personnel deputed for implementing the Project, the terms of which non-disclosure agreement shall be at least as onerous as the obligations of Supplier comprised herein.
- 8.5. The obligations contained in this Clause shall continue to apply after the expiry or early termination of this Agreement till such time as the relevant Confidential Information enters the public domain.
- 8.6. Supplier shall, on demand from Linde Foundation immediately destroy/return the Confidential Information together with any copies in its possession.
- 8.7. During the terms of this Agreement or in connection hereof, any data of Linde Foundation collected by Supplier, shall at all times be protected and maintained in confidence as per the Applicable Laws governing the security, privacy and protection of such data. In particular, Supplier shall comply with the provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. In the event of any breach by Supplier, Linde Foundation can immediately terminate this Agreement.
- 8.8. The Supplier agrees and undertakes that it shall not make any public announcements and that no reference to this Agreement shall be disclosed to any other third party without the prior written approval of Linde Foundation. The Supplier further undertakes and agrees that it shall not use the name and/or trademark/logo of Linde Group or its affiliates/associates in any marketing publication or advertisements or in any other manner without the prior written consent of Linde Foundation.

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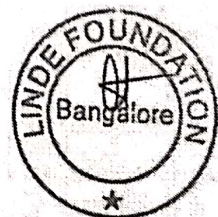


- 8.9. Provided however, in so far as Linde Foundation or Linde Group is obliged due to legal or regulatory requirements or due to other regulations (for example industry codes) to publish the payments made to Supplier under this Agreement, Supplier agrees to such publication.

9. ANTI-CORRUPTION AND BRIBERY

- 9.1. Neither Supplier, nor any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of Supplier, or any of its subsidiaries or affiliates, has (i) used any fund for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which Supplier does or seeks to do business (a Private Sector Counterparty) or to foreign or domestic political parties or campaigns from fund of Supplier or any of its subsidiaries, (iii) violated or is in violation of any provision of any Applicable Law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K Bribery Act 2010, or any other similar law of any other jurisdiction in which Supplier operates its business, including, in each case, the rules and regulations thereunder, (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; Supplier and each of its respective subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; and none of Supplier, nor any of its subsidiaries or affiliates will directly or indirectly use the proceeds of the convertible securities or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above.
- 9.2. Supplier warrants and undertakes to comply at all times with anti-bribery and corruption legislation, laws and regulations in all jurisdictions, and shall not perform its obligations or otherwise do anything or omit to do anything under or in connection with this Agreement in such a way as to cause either Linde Foundation or the Linde Group to be in breach of any such legislation, laws or regulations. Supplier also undertakes not to use any payments or proceeds received (whether directly or indirectly) from Linde Foundation under this Agreement for any corrupt or improper purpose.
- 9.3. Violation of this clause shall be grounds for immediate termination for cause without notice by Linde Foundation and in addition to any other remedies available to Linde Foundation, Linde Foundation shall be excused payment of any amounts due under this Agreement.
- 9.4. Supplier's liability under or in connection with this clause shall be unlimited.
- 9.5. Supplier acknowledges that it has received a copy of the Linde Code of Business Integrity (available at <https://www.linde.com/sustainability/integrity-and-compliance/code-of-business-integrity>) and that Supplier has read and understands the rules stated therein. Supplier shall, at all times, act in full compliance with the rules of the Linde Code of Business Integrity and all applicable laws and regulations.
- 9.6. The Parties further acknowledge and agree that the execution of and the performance under this Agreement does not influence the Supplier to prescribe, promote, recommend, or require the use of any Linde Groups' product and / or service or in any decision to direct business to Linde Group, and that no expectations whatsoever in this respect exist.
- 9.7. Supplier may not give or promise any payment or other thing of value, either directly or indirectly, to any decision-maker or to a third party for the purpose of influencing an act or decision of any decision-maker to direct business to Linde Group, this provision shall also apply to any other form of bribery or illegal purpose.

Meera Shauke



10. AUDIT

10.1. Accounts, Records, and Audit

Supplier shall maintain all accounting records and documents in accordance with the instructions given and Applicable Laws. Linde Foundation or its representatives /auditors, on giving reasonable notice to Supplier, may visit the Supplier's offices to review and audit the accounts and records and the Supplier shall co-operate with such teams during the review, provide access to accounts and records pertaining to the Materials and Services provided whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by Linde Foundation. If Linde Foundation finds any errors or inaccuracies in the accounts and records of the Supplier, the Supplier shall, within thirty (30) days of a written demand served by Linde Foundation, carry out suitable rectification in its accounts and records, and inform Linde Foundation of the same. Any information/document/record/details requested by Linde Foundation would be promptly provided by the Supplier within a reasonable time frame of fifteen (15) days.

10.2. Annual Audited Accounts of the Project

Supplier will submit audited accounts of the Materials and Services, each bearing original signatures along with an auditor's certificate within three (3) months of the closure of the financial year to Linde Foundation. The end of the financial year for the project shall be 31st March every year. The annual accounts of the shall be signed by the Authorized Executive of Supplier and be certified by practicing chartered accountant of an independent firm of professional auditors. This account should bear a certificate from the auditors confirming the total receipt and expenditure in respect of the amount and also to the effect that the amount was accepted in accordance with the terms of the Agreement.

11. GOVERNING LAW, ARBITRATION AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Bangalore. All and any disputes and claims arising out of or relating to this Agreement, shall be discussed in good faith by officers duly nominated for the purpose by each Party, with a view to resolving the same. All and any disputes, which cannot be fully and satisfactorily resolved or settled by the Parties as aforesaid, shall at the request of either Party, be submitted to, and be settled by arbitration of a sole arbitrator to be mutually appointed by the Parties and if there is no concurrence on the appointment of the sole Arbitrator then it must be resolved by appointing 3 (three) arbitrators in accordance with the Arbitration and Conciliation Act, 1996, including any amendments thereto or any other statute as may be in force for the time being. The venue of arbitration shall be Bangalore.

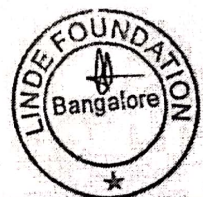
Nothing contained in this clause will preclude either Party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a competent Court of law.

12. MISCELLANEOUS

12.1. The Linde Foundation may set off any amount owing at any time from Supplier to the Linde Foundation or any of its affiliated companies against any amount payable at any time by the Linde Foundation to the Supplier under this Agreement.

12.2. The Supplier shall, always during the term of this Agreement, maintain an appropriate insurance coverage as required by law and required to fulfil its obligations under this Agreement. The Supplier shall submit proof of the said insurance coverage as and when demanded by the Linde Foundation.

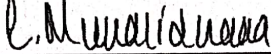
Meer Shakti



- 12.3. No Party will be liable for any default or delay in the performance of its obligations due to any act of God, riot, war, epidemics, pandemics, explosion, strike, concerted acts of workers, act of governmental, or a similar contingency beyond its reasonable control. Provided such Party notify the other Party thereof in writing as soon as is reasonably possible after the commencement of such occurrence. No payment shall be made by the Linde Foundation to the Supplier for any expenses incurred by Supplier by reason of such default or delay. If a force majeure event extends for more than sixty (60) days, the Agreement/relevant Purchase Order/ Service Order may be terminated upon written notice by the Linde Foundation without any liability on its part.
- 12.4. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all written or oral prior agreements and understandings between the Parties concerning such subject matter. Any amendment or waiver shall be in writing and signed by authorized representatives of each Party. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the Parties hereto, but all such separate counterparts shall constitute one and the same agreement.

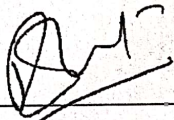
IN WITNESS WHEREOF the Parties hereto have set their hands on this present on the date, month and year written above.

Signed and delivered for and on behalf of,
LINDE FOUNDATION,
the "Linde Foundation/LF" aforesaid,
By Mr. C. Muralidhara,

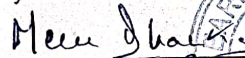


AND

By Mr. Anirudh Gharote



Signed and delivered for and on behalf of,
STEM LEARNING PRIVATE LIMITED,
the "Supplier" aforesaid,
By Ms. Meera Dhanuka, Associate Vice President



Witnesses:

1. _____

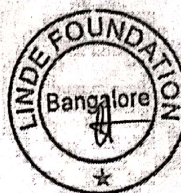
2. _____

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ANNEXURE I
(MATERIALS & SERVICES)

Sl. No.	Items
1.	STEM MINI SCIENCE CENTRE [80 models + 80 Users Placard+ 40 colorful backgrounds + 1 Safety Placard + 1 Teachers Manual including installation, delivery & 1st year maintenance]
2.	Teachers Training Program - 2 Session in each school [Fresher Teachers Training Program - FTTP & Refreshers Teachers Training Program - RTTP], Total - 6 Sessions
3.	Monitoring & evaluation - Total - 6 visits (2 visits in each school to conduct baseline & endline survey)
4.	Annual maintenance [Cleaning, servicing & replacement (if any)]
5.	Set up of platforms & electric connections & white painting on walls in 3 schools

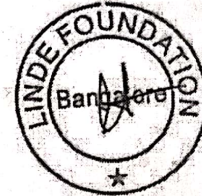
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ANNEXURE II
(SITE)

SL No	SCHOOL NAME	State	District
1	Government Boys Higher Secondary School Add: Near Government Hospital, Musiri, Tamil Nadu 621211	Tamil Nadu	Tiruchirapalli
2	Government Higher Secondary School, Add: Thuvrankurichi - Manapparai Rd, PIN- 621302	Tamil Nadu	Manapparai
3	Government Special Higher Secondary School Add: 1743, MMDA Layout, Mathur, PIN 600051	Tamil Nadu	Mathur

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**ANNEXURE III
(RATES)**

Sl. No.	Items	Amount
1.	STEM MINI SCIENCE CENTRE [80 models + 80 Users Placard+ 40 colorful backgrounds + 1 Safety Placard + 1 Teachers Manual including installation, delivery & 1st year maintenance] @ INR 4,07,100 per school.	12,21,300.00
2	Teachers Training Program – [Fresher Teachers Training Program - FTTP & Refreshers Teachers Training Program – RTTP], Total 6 session (2 Session in each school) @ INR 47,200 per school	1,41,600.00
3	Monitoring & evaluation - Total - 6 visits (2 visits in each school to conduct baseline & endline survey) @ INR 47,200 per school	1,41,600.00
4	Annual maintenance contract [Cleaning, servicing & replacement (if any)]	NIL
5	Set up of platforms & electric connections & white painting on walls in 3 schools @ INR 64,900 per school	1,94,700.00
	Grand Total	16,99,200.00

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