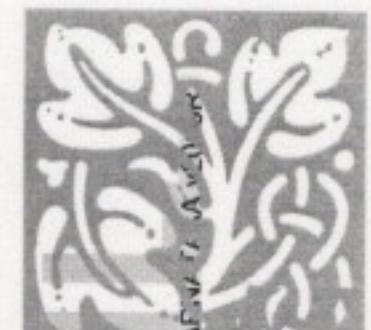




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INDIA NON JUDICIAL



Government of Karnataka

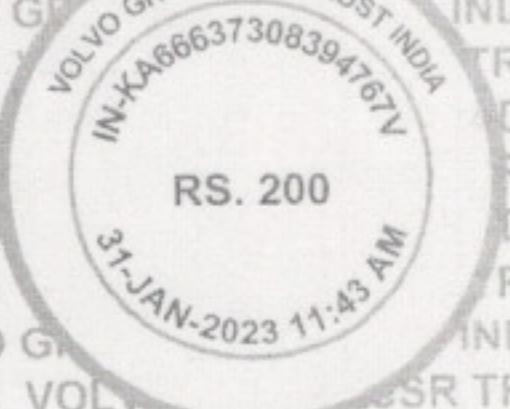
Rs. 200

e-Stamp

Certificate No.	: IN-KA66637308394767V
Certificate Issued Date	: 31-Jan-2023 11:43 AM
Account Reference	: NONACC (FI)/ kacrsl08/ NEW THIPPASANDRA/ KA-SV
Unique Doc. Reference	: SUBIN-KAKACRSFL0825861094918526V
Purchased by	: VOLVO GROUP CSR TRUST INDIA
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VOLVO GROUP CSR TRUST INDIA
Second Party	: STEM LEARNING PVT LTD
Stamp Duty Paid By	: VOLVO GROUP CSR TRUST INDIA
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)

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Please write or type below this line

AGREEMENT

This Agreement ('Agreement') is hereby executed on this 03rd of February 2023 at Bengaluru by and between VOLVO GROUP CSR TRUST (INDIA) and STEM LEARNING PRIVATE LIMITED.

VOLVO GROUP CSR TRUST (INDIA), a Trust registered under the Indian Trust Act, 1882 read with Companies Act, 2013 and Income Tax Act, 1961 in India and is registered under the Statutory requirements outlined under the Companies Act, 2013 & Companies (CSR Policy) Rules, 2014, having valid PAN Card no: AADTV7301G (Document Identification Number: AADTV7301GE20221, CSR Approval No. AADTV7301GE2022101; Unique Registration Number: AADTV7301GE20221, CSR Approval No. CSR00037113) and based at registered office at #65/2, 3rd Floor, Parin Building, Bagmane Tech Park, Block - A, C.V.Ramanagar, Bengaluru - 93 represented by its authorized signatories (hereinafter called as the “**VGI CSR Trust**”) which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) represented by its authorized signatories of the ONE PART.

STEM LEARNING PRIVATE LIMITED, having its PAN card number as AAQCS0110G, GST Number as 27AAQCS0110G1ZL, CIN Number: U80903MH2011PTC250050 having its registered office at STEM LEARNING PRIVATE LIMITED, 2TH FLOOR ,1205 MARATHON ICON, OFF G K ROAD, VEER SANTAJI MARG ROAD LOWER PAREL W, MUMBAI, Mumbai City, Maharashtra, India, 400063 (hereinafter referred to as "SLPL" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include its Executors, Administrators, successors and assigns) of the SECOND PART.

SLPL and VOLVO GROUP CSR TRUST (INDIA) are collectively referred to as "Parties" and individually as "Party".

WHEREAS,

VOLVO GROUP CSR TRUST (INDIA) is formed for the exclusive purposes of Corporate Social Responsibility for three (3) Legal entities namely (i) Volvo Group India Private Limited (ii) Volvo CE India Private Limited and (iii) Volvo Financial Services (India) Private Limited.

Whereas the SLPL is an organisation, based in Mumbai which have experience in supplying & installation of Mini Science Centre's and has the required manpower, expertise and infrastructure to carry out such deliverables to VOLVO GROUP CSR TRUST (INDIA). Both parties are willing to sign, this Agreement is purely covered and governed under the Corporate Social Responsibility ('CSR') under Schedule VII of the Companies Act, 2013.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties hereby agree as per the terms and conditions detailed hereunder:

Definitions

In this Agreement:

- a) “Affiliates” means any entity that directly or indirectly controls, is controlled by, or is under common control of SLPL or VGI CSR Trust.
- b) “Applicable Anti-Bribery Laws” means all and any anti-bribery legislation applicable to SLPL, the other party, including, without limitation.
- c) “Commencement Date” means the start of the project.

- d) "Government Affiliate" means any government official, political candidate or representative of a public authority or official agency.
- e) "Intellectual Property" means any present or future industrial or intellectual property rights including without limitation, rights to any inventions, discoveries, improvements, patent, copyright, trade secret, registered design, Trademarks or other industrial or intellectual property right of VGI CSR Trust or its Affiliates or its related Companies.
- f) "Personnel" means a person engaged by the respective parties or its subcontractor whether as employee, contractor, consultant, partner or otherwise to carry out other obligations under this Agreement.
- g) "Related Entities" means in respect of any entity, any of its representatives, contractors, subcontractors, intermediaries, joint venture and consortium partners, officers and directors and that entity's subsidiaries, parent companies (whether direct or indirect) and subsidiaries of a parent company, provided that such entity is receiving or performing services hereunder or is in any other way associated with this Agreement.
- h) "Trademarks" means any registered or unregistered trademark, trade name or other corporate identifier, design, symbol, or logo owned by Volvo Group India CSR Trust or its Affiliated Companies.

This Agreement shall include all Schedules attached hereto as amended from time to time and a reference to this Agreement shall include a reference to its Schedules (as varied or novated).

Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Scope of Services:

- a) The SLPL will be engaged as supplier to VOLVO GROUP CSR TRUST (INDIA).
- b) SLPL after detailed discussions with Volvo Group CSR Trust Officials gave an updated proposal dated 16th January 2023 on Mini Science Centre's including the scope and expected deliverables which includes the Science Centre model details, Identification of Government Schools, Teacher training, support and outcome of the program.
- c) The Parties have agreed to initiate the project i.e supplying & installation of 10 Mini Science Centre's under the CSR Umbrella with a clear process, targets, duration, business plan, and commercials as per Annexure – 1 to this Agreement. Volvo Group CSR Trust (India) will be implementing the Project with SLPL as vendor supporting in establishing the infrastructure of Mini Science Centre's and supporting in executing, monitoring, reporting to the CSR Trust .
- d) SLPL will identify the schools recommended by Volvo Group CSR Trust (India) and coordinate with the schools and concerned Block Education Officers (BEO) in getting necessary permission letters and other relevant documents required by Volvo Group CSR Trust for CSR purpose.
- e) SLPL will replace the damaged models during the usage in Government Schools as per the intimation received from school teachers as and when required for a period of 5 years.

- f) Parties agree that the Funds will only be paid by Volvo Group India CSR Trust to SLPL as per the bank account details, which are specified in the Agreement.

2.—Commercial Terms & Other Conditions

- a) VOLVO GROUP CSR TRUST (INDIA) shall make payment only for the services delivered on the following terms and conditions as below. VOLVO GROUP CSR TRUST (INDIA) shall not be responsible to make any payment or reimburse any costs/expenses incurred by the SLPL for any service that has not been prior approved by VOLVO GROUP CSR TRUST (INDIA) in writing.
- b) VOLVO GROUP CSR TRUST (INDIA) shall not be liable to make payment for any defective goods/services and for delivery that is delayed beyond a period of 10 days provided that such delay is not due to force majeure causes as stated. In such instances, VOLVO GROUP CSR TRUST (INDIA) shall be entitled for replacement of defective goods or added services and/or use its best judgment to make appropriate payment which shall not be disputed by SLPL, the SLPL whatsoever.
- c) Submission of the Annual Report as per the expectations of VOLVO GROUP CSR TRUST (INDIA). The Annual report should be submitted in hard and soft copy to VOLVO GROUP CSR TRUST (INDIA).
- d) The Funds are to be paid as per the agreed payment terms and basis for raising a formal payment request (Payment and Reporting as per Annexure - 1). SLPL will issue the receipt of the payment to the Volvo Group India CSR Trust.
- e) SLPL, in addition to periodic reports, shall submit the Annual Project report/Project Completion Report along with the audited financial report to VOLVO GROUP CSR TRUST (INDIA) within a month upon completion of project/financial year. The project completion report and audited financial statement to be submitted. The templates of annual reports will also be in a pre-approved format similar to the periodic reports as mentioned in the Payment and Reporting Framework – Annexure - 1.
- f) Upon prior written notice of 24 hours to SLPL, the VOLVO GROUP CSR TRUST (INDIA) shall, at its discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. SLPL shall, when required, give the VOLVO GROUP CSR TRUST (INDIA) or its representative reasonable cooperation and access to its records in connection with the Agreement, for this purpose.

3. Time is of Essence:

Parties agree that timelines mentioned in this agreement, are of essence to the agreement. Any delay in the delivery of services/goods shall entitle VOLVO GROUP CSR TRUST (INDIA) to deduct a sum of 2% of the total payment while making the final payment.

4. Warranties and Representations

Each of the parties represents and warrants in relation to itself to the other that:

- a) It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so.
- b) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business.
- c) The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any existing Agreement with any other Party.
- d) It has the requisite skills, experience, expertise and manpower required to efficiently perform and conduct the training and assessments.
- e) It will perform its obligations under this Agreement in compliance with all applicable and enforceable laws, ordinances and regulations.
- f) It shall not during the term of this agreement, enter or acquiesce in any other agreement which would prevent it from fully complying with the provisions of this agreement.

5. Confidentiality and access to information

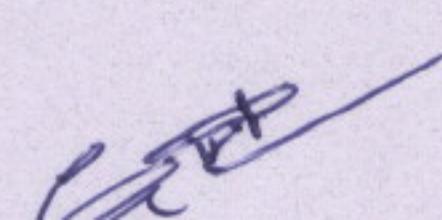
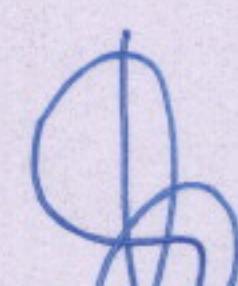
- a) The Parties, their personnel, employees, representatives, agents, etc. may, during the period of this Agreement, have access to any information or tangible or intangible data of the other party, including but not limited to Company's policies and operations which are of a confidential nature ("Confidential Information"). Upon termination of the Agreement, all such documents or information shall be immediately returned to the requesting Party and vice versa. The Parties, their personnel, employees, representatives, agents, etc. shall not disclose such information/ data to any third party during the subsistence of this Agreement.
- b) Notwithstanding the other provisions of this paragraph, neither Party shall be prevented from disclosing confidential information: (i) that, at the time of disclosure, was in the public domain, (ii) that was lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement with either Party, (iii) that is disclosed with the Parties' prior written approval; (iv) to the recipient Party's attorney, auditors, insurers, subcontractors and employees who have a need to access such confidential information in connection with their employment (or engagement, if applicable) by the recipient Party; (v) that is in response to valid legal process, whether issued by a court or administrative or regulatory body. If confidential information is required to be disclosed pursuant to a requirement of a legal process, the Party required to disclose the confidential information, to the extent possible, shall provide the other Party with timely prior notice of such requirement and shall coordinate with such other Party in an effort to limit the nature and scope of such required disclosure.
- c) Upon written request at the expiration or early termination of this Agreement for any reasons as provided for in the Agreement, all such documented confidential information (and all copies thereof) owned by the requesting Party will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party, provided that both the Parties may retain, in the sole custody of its Legal Counsel's Office, certain categories of confidential information identified to the requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial or operational auditing purposes. Any residual retention will remain subject to the

confidentiality obligations under this Agreement. When such retained information is no longer reasonably required, it shall be returned to the requesting Party or will be destroyed, with written certification thereof.

- d) The Clause shall survive till the date of termination of this Agreement and will be valid for a period of ten (10) years from the date of the Agreement.
- e) SLPL agrees not to discuss its performance of services under this Agreement with any third party without the prior written consent of VOLVO GROUP CSR TRUST (INDIA). SLPL agrees to hold in confidence for the benefit of VOLVO GROUP CSR TRUST (INDIA) any confidential information.
- f) SLPL agrees that all materials, reports, information, presentations, documentation, modules or other work related documents generated by the SLPL in the performance of services under this Agreement are the intellectual property of VOLVO GROUP CSR TRUST (INDIA) and the SLPL hereby assigns all rights, title and interest in the same to VOLVO GROUP CSR TRUST (INDIA).

6. Adherence to VOLVO GROUP CSR TRUST (INDIA) Child Protection Standards, Behavior Protocols, and/or Policies

- a) SLPL and or its personnel agree to adhere to VOLVO GROUP CSR TRUST (INDIA) Child Protection Standards, Behavior Protocols, and/or Policies in respect to any interaction with children.
- b) SLPL agrees and accepts that failure to adhere to these child protection measures will be regarded, as a breach of a material term of this Agreement and VOLVO GROUP CSR TRUST (INDIA) shall have the right to immediately terminate this Agreement without any further liability resulting from such termination.
- c) During the term of this Agreement, SLPL and its Related Entities and Personnel shall, at all times, conduct business in compliance with the Applicable Anti-Bribery Laws as stated above. This specifically means that SLPL and its Related Entities and Personnel shall not, either directly or indirectly, give, offer, pay, promise to give or pay, facilitate or authorize the giving or receiving of payment of any financial or other advantage, or other property or gift, to any person including to any Government Affiliate, in contravention of the Applicable Anti-Bribery Laws.
- d) Each party shall, at its own expense, comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licenses, registrations, permits and written approvals.
- e) SLPL shall comply with the Volvo Group India CSR Trust Policies, Volvo Group Supplier Code of Conduct from time to time.



7. Independent Status:

It is agreed and understood that each Party has no proprietary interest in the business of the other Party and this agreement shall not be construed to create any agency, partnership, or joint venture relationship or to permit either party to bind the other party to an agreement or to act on behalf of the other party in any respect. Each party shall be responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of this agreement which is on a non-exclusive basis.

8. Compliance:

The Parties hereby agree that each Party shall be responsible for compliance to laws, statutes, rules, ordinances as applicable to each Party and for discharging respective statutory obligations including all taxes as applicable and each party hereby declares that performance of its services under this agreement will not in any way be compromised or hindered or affected due to the same and no other approval or sanction is necessary for the performance of its obligations hereunder.

9. Assignment:

SLPL shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder to any other party without the prior written consent of VOLVO GROUP CSR TRUST (INDIA).

10. Indemnity:

- a) SLPL agrees to on demand indemnify, defend and hold harmless VOLVO GROUP CSR TRUST (INDIA) and its directors, employees and representatives from and against any and all liabilities, costs, expenses, including claims, damages, actions, suits, or proceedings arising out or in relation to the services performed by the SLPL under this agreement including any harm or injury sustained by any person or any third party in the course of, or purported course of the SLPL's obligations under this Agreement as well as against any false representation /warranties on the part of the SLPL, as the case maybe.
- b) Any liability of any nature arising out of or related to the content or quality or efficacy of training including third party claims /liability shall be borne, paid and be discharged by SLPL.
- c) The Indemnity shall survive till the date of termination of this Agreement.

11. Anti- Corruption:

VOLVO GROUP CSR TRUST (INDIA) is committed to accountability and transparency as an expression of its core value of "Stewardship" and hence is against all forms of corrupt practices and expects the same from the SLPL in all its dealings which the SLPL hereby consents unconditionally.

12. CONFLICT OF INTEREST

- a. SLPL or their personnel or agents, shall not engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

- b. SLPL shall notify VOLVO GROUP CSR TRUST (INDIA) immediately of any such conflict and suggest / take immediate remedial measures under information to VOLVO GROUP CSR TRUST (INDIA) to ensure that the Project is completed as per the terms and conditions agreed upon
- c. SLPL shall not undertake a similar project with similar deliverable at the same site identified under the Project to avoid conflict of interest.

13. DATA PROTECTION

During the course of this Agreement, the parties or their employees, agents, personnel or any third-party (associated with VOLVO GROUP CSR TRUST (INDIA) or SLPL) may come into contact with personal information relating to the other party or its client or their employees, associates, affiliates, agents, personnel, customer, customer personnel along with any third-party or candidates, and beneficiaries. The general principles that must be followed when processing such information are as follows:

- a. Personal data must always be processed fairly and lawfully.
- b. Personal data must be collected for explicit and legitimate purposes and used accordingly with prior knowledge and understanding between the parties.
- c. Personal data must be relevant and not excessive in relation to the purpose for which it is processed.
- d. Data that identifies individuals must not be kept longer than necessary.
- e. Data must be accurate, and, where necessary, kept up to date.
- f. Appropriate technical and organizational measures should be taken against unauthorized or unlawful processing of personal data.
- g. To obtain, process and use personal data in accordance with the applicable data protection laws and notification(s) of the other party and its client.

Both the parties will comply and will ensure that its personnel comply with the other party's and their client's security and privacy policies made known to them.

14. AUDIT

- a) SLPL shall appoint Project Personnel to coordinate various activities under this Project and coordinate to arrange for periodical inspections and monitoring of the Project by the VOLVO GROUP CSR TRUST (INDIA) officials through its coordinator, as it may identify.
- b) SLPL shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged for the project. SLPL, while implementing the Project shall be responsible for the health, safety and security of such persons or entities or their property.
- c) In case any amendments are required to be envisaged to any part of the Agreement, both parties shall agree to mutually incorporate such amendments and implement/ perform the same. The Agreement shall be amended by written mutual consent of the parties to the Agreement.

- d) SLPL shall provide name and telephone number of contact persons to the VOLVO GROUP CSR TRUST (INDIA), who would be responsible for the implementation and coordination of the Project. SLPL shall maintain all accounting records, supporting and documents in accordance with the instructions given by the VOLVO GROUP CSR TRUST (INDIA). In case of non-compliance by SLPL, the VGI CSR Trust shall provide 15 days written notice to SLPL to comply with the same and in case of any neglect or failure to comply with the instructions, the same shall be a ground for termination of the Agreement by the VOLVO GROUP CSR TRUST (INDIA).
- e) The VOLVO GROUP CSR TRUST (INDIA) or its representatives/auditors, on giving reasonable written notice to SLPL of at least 24 hours, may visit the offices / Place of Project work to review and audit the accounts and records and SLPL shall cooperate with such teams during the review, provide access to accounts and records pertaining to the Project, whether on a 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 the VOLVO GROUP CSR TRUST (INDIA).
- f) If the VOLVO GROUP CSR TRUST (INDIA) finds any errors or inaccuracies in the accounts & records of SLPL, within 30 days of a written demand served by the VOLVO GROUP CSR TRUST (INDIA), SLPL shall carry out suitable rectification in its accounts & records and inform VOLVO GROUP CSR TRUST (INDIA) of the same. Any information / document / record / details requested by the VOLVO GROUP CSR TRUST (INDIA) would be promptly attended by Other party and supplied within a reasonable time frame of 5 days.
- g) VOLVO GROUP CSR TRUST (INDIA) may engage an independent third party to conduct the audit, the costs for which shall be borne by VOLVO GROUP CSR TRUST (INDIA) which shall be reimbursed by SLPL if the audit reveals breach of provisions under the Agreement.

15. Waiver:

Failure by VOLVO GROUP CSR TRUST (INDIA) to promptly exercise any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed

16. Entire:

This agreement supersedes any and all other agreements oral or written between the SLPL and VOLVO GROUP CSR TRUST (INDIA) with respect to the subject matter here of and no agreement statement or promise relating to the subject matter of this agreement other than that which is contained herein shall be binding upon the parties.

17. Severability:

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

18. Amendment:

This agreement may not be amended except by written mutual consent of the parties to this agreement. The amendments shall be documented and allotted a distinctive number and shall form part of the agreement.

19. Term & Termination:

- a) This agreement shall be valid for a period commencing from 20th January 2023 and shall automatically end on 20th Jan 2025. In the event of any renewal or extension, the same shall be after mutual discussion.
- b) VOLVO GROUP CSR TRUST (INDIA), shall have the right to terminate this agreement in the event of any false or incorrect statement and/or representation or concealment of any material statement or failure to perform any function mentioned herein by the SLPL, by giving a notice of 30 days in writing.
- c) In such an event the SLPL will be paid for all services satisfactorily performed and accomplished up to the date of termination as determined by VOLVO GROUP CSR TRUST (INDIA).
- d) In the event of non-compliance, or breach of any terms of the Agreement or unsatisfactory, VOLVO GROUP CSR TRUST (INDIA) will be at liberty to terminate the Agreement without any written notice.
- e) VOLVO GROUP CSR TRUST (INDIA) reserves the right to terminate the Agreement, if any of authorized persons, service providers, agents, employees are found indulging in malpractice, gross misconducts, indiscipline or any corruption related activities.
- f) VOLVO GROUP CSR TRUST (INDIA) reserves the right to terminate the Agreement, if there is a change in the ownership control of SLPL.

20. DISPUTE

Both Parties shall make every effort to resolve all differences amicably taking into consideration the cause for which the parties have purposed to work together. In the event of any unresolved dispute the same shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996 by appointing a sole arbitrator to be appointed by VOLVO GROUP CSR TRUST (INDIA). The decision of the arbitrator shall be final. The parties shall bear their own individual costs and the costs of the arbitration shall be borne equally by the parties. The venue of arbitration shall only be at Bengaluru. The Courts at Bengaluru shall only have the jurisdiction to enter the award. The language of the arbitration shall be English.

21. Delivery:

It is expressly agreed and understood that the delivery of Products shall take place at the ADP/Project locations. The SLPL shall take insurance covering all the risks during transit. It is agreed between the Parties that time is of essence as VOLVO GROUP CSR TRUST (INDIA) is involved in time bound projects/activities. SLPL agrees to deliver the Products on or before the date of delivery as required by VOLVO GROUP CSR TRUST (INDIA).

22. GOVERNING LAW & JURISDICTION

This agreement shall be governed by the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction in respect of any disputes arising out of this Agreement.

23. NOTICE

The sending of any communication shall be by registered post/certificate of posting to the address of the party by the other party which shall be deemed enough for the purpose of serving a notice by one party to the other. The address shall be as appearing below unless there is any change which the concerned party must duly communicate to the other party.

In the case of notices to – VOLVO GROUP CSR TRUST (INDIA)

VOLVO GROUP CSR TRUST (INDIA),
Mobile No: 9845374161
E Mail: gv.rao@volvo.com

In the case of notices to the SLPL:

Regd. Address: ICON 1205, MARATHON NEXTGEN, LOWER PAREL (WEST), MAHARASHTRA, MUMBAI - 400013, INDIA
Phone - +91 9742022965 , Email: nagdev.r@stemlearning.in , www.stemlearning.in
Name –Nagdev , STEM LEARNING PRIVATE LIMITED.

24. Branding, Press & Publicity:

SLPL to provide Volvo Group CSR Trust/ Volvo Group Logo to be displayed at all Mini Science Centers and on models supplied as per the artwork & Logo details provided by Volvo Group CSR Trust.

The use of the Volvo name, Logo and/or official emblem on any publication, document concerning the project under Agreement is allowed only, after obtaining explicit permission in writing by Volvo Group CSR Trust.

25. Force Majeure:

No Party shall be liable to the other for any delay in performance of its obligations if and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to acts of government, fires, floods, epidemics, accidents, pandemic, acts of god, riots, strikes, lockouts or other concerted acts of workmen. The Party claiming an event of Force Majeure shall promptly notify the other Party, in writing and provide full particulars of such cause or event and the date of first occurrence thereof, as soon as possible after the event having occurred and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance or delay and the Parties shall resume performance hereunder with the utmost dispatch

when such cause is removed. Nothing stated herein shall affect obligations and duties of the Parties claiming Force Majeure which obligations and duties are not affected by any Force Majeure condition. Should the performance of the obligations of the Party claiming Force Majeure be prevented, restricted, delayed or interfered with due to any of the events mentioned in this Article for a continuous period of thirty (30) days then the parties may with mutual consent terminate this Agreement with immediate effect.

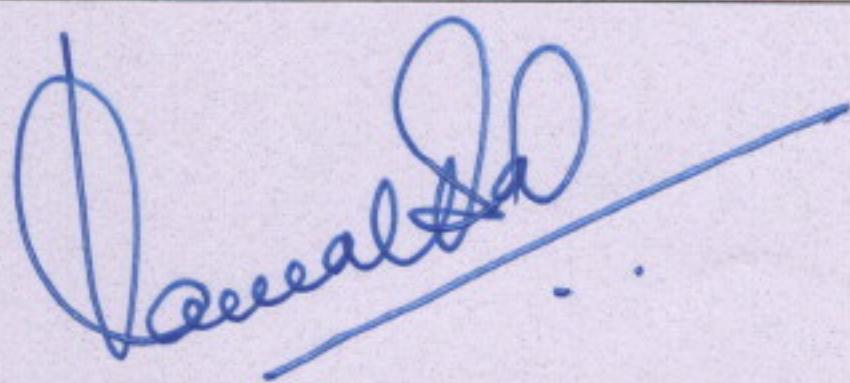
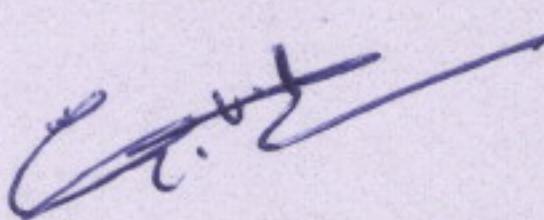
However, VOLVO GROUP CSR TRUST (INDIA), shall be entitled for replacement of defective goods or services and/or use its best judgment to make appropriate payment, which shall not be disputed by the SLPL whatsoever.

This Agreement may be executed two counterparts. Each such counterpart shall be an original and both together shall constitute but one and the same document.

Clause headings are for convenience only and shall not be considered for the purposes of interpretation of this Contract.

IN WITNESS whereof the authorized signatories of the parties hereto have subscribed their signatures to this MOU on 03rd February 2023.

For "VGI CSR Trust"

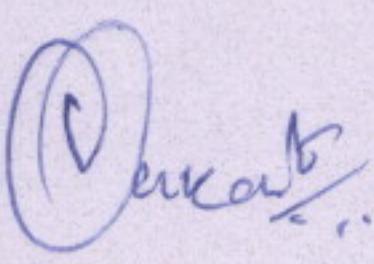
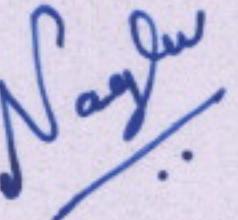
		
Kamal Bali Trustee & Chairperson	G V Rao Managing Trustee	

For "SLPL"

Mr.Ashutosh Mohan Pandit CEO

Witnesses: VGI CSR Trust

("SLPL")

		
Name: Gireesh Venkata Narayana Reddy Designation: Accountant	Name NAGDEV Designation CORPORATE PARTNERSHIP	MANAGER

ANNEXURE – 1

Commercials agreed with SLPL is mentioned below:

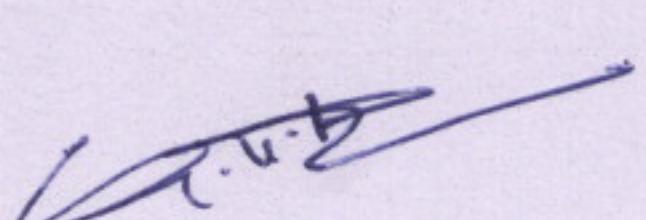
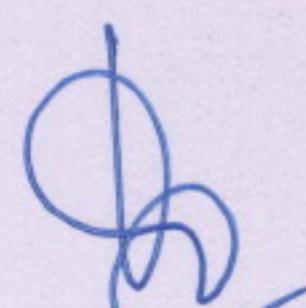
Description	Per Unit Cost	Schools	Total
STEM MINI SCIENCE CENTRE, [80models, 40 background, delivery, installation and 1st year maintenance)	3,20,200	10	32,02,000
Training of Teachers (TTP) 2 sessions in 1 year	41,300	10	4,13,000
Monitoring & Evaluation (M&E) Two visit + Annual Report	41,300	10	4,13,000
Annual - Maintenance Contract as per MOU terms for replacement.	Free	10	Free
Cost of Infrastructure set up in One School	47,200	10	4,72,000
GRAND TOTAL	4,50,000		45,00,000

g) The Payment Terms will be as follows:

- i. 50% Payment- Mini Science Centre Installation Report,
- ii. 30% Payment after 1st Teacher Training Program(Report,
- iii. 10% Payment after 2nd TTP Report,
- iv. 10% Payment after Annual Report.

Bank Details:

Account Name	STEAM LEARNING PVT LTD
Account Number	032305003239
Bank	ICICI BANK
Branch	LOWER PAREL, MUMBAI
IFSC Code	ICIC0000323

COMMERCIAL TERMS AND CONDITIONS DISCUSSED AND AGREED WITH SLPL

Rates are inclusive of all taxes and transportation.

Rates are valid for 12 Months from the date of signing the agreement.

Payment will be made based on the Proforma Invoice raised by the SLPL.

Payment will be made through RTGS/NEFT mode.

Goods will be delivered to the location of respective schools and set up of infrastructure will be done within 30 days from date of signing of MOU.

No cancelation charges when order is Cancelled and informed before 48 hrs. to SLPL.

Goods will be delivered to the location of identified schools as per the respective addresses

SLPL will ensure the timeliness and will deliver the materials as per the MOU

Transit Insurance will be the responsibility of the SLPL.

Materials to be delivered as per quality and quantity mentioned in the purchase order. Any damage goods need to be reported to SLPL immediately over email within 48 hours of receiving the goods and SLPL will replace free of cost within 10 days' time. SLPL needs to coordinate with the schools on the replacement of damaged goods and the communication with the schools with intimation to Volvo Group CSR Trust

