

Equipment Donation Agreement

Between

Apple India Private Limited

And

G. Narayanamma Institute of Technology and Science (For Women)

Equipment Donation Agreement

This Equipment Donation Agreement ("Agreement") is made on this the 10th day of May 2016 ("Effective Date") by and between by and between the following parties (collectively referred to below as the "Parties"):

- (1) Apple India Private Limited, having its registered address is at 19th Floor, Concorde Tower C, UB City, No 24, Vittal Mallya Road, Bangalore, 560 001, India (Apple) and;
- (2) G. Narayanamma Institute of Technology and Science (For women), having its address at Shaikpet, Hyderabad, Telangana State – 500008 ("Recipient")

Whereas:

- a. Apple India is engaged in the business of importing, marketing and distribution of Apple branded and sub-branded product, peripheral equipment and devices.
- b. Recipient is an educational institute sponsored by G. Pulla Reddy Charities Trust to promote technical education among women.
- c. Recipient is seeking charitable support from Apple to donate and Apple desires to support the Recipient through donation of certain equipment's, subject to term and condition set out hereunder.

NOW THEREFORE IT IS AGREED AS FOLLOWS

1. STATUS OF RECIPIENT

- 1.1 The Recipient is (a) based in India and is associated with its tax authority or (b) recognized as tax exempt by the Indian Revenue Authority, and/or (c) designated as a registered society (or equivalent).
- 1.2 The Recipient is not a political organization, a religious organization, a private foundation, a governmental agency or instrumentality other than a school, library, or similar institution that specifically meets the following guidelines:
 - (a) The Recipient does not support political initiatives or agendas, including but not limited to, lobbying, campaigning, advertising, or any other means of promoting or demoting political candidates, perspectives or views.
 - (b) The Recipient, including religious organizations and churches, shall apply Apple charitable support for secular community outreach programs that are separate from any church, does not provide religious instruction or education, and does not proselytize.
 - (c) The Recipient, if a school, is an accredited educational institution that does not discriminate, differentiate, or demonstrate any preference, on the basis of religion, religious practices, or religious beliefs in its student eligibility policy, student

application, selection and enrollment process, student treatment and any other opportunities.

- (d) The Recipient is in compliance with all statutes, regulations, orders and published policies which constrain United States persons from engaging in transactions or other dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Neither Recipient, nor any of its directors, officers, trustees, employees or (to its knowledge) volunteers, appears on any local or internationally recognized anti-terror, anti-money laundering, anti-bribery or other 'watch lists' including, but not limited to, OFAC EU Consolidated List, and OSFI Consolidated List. Should any change in circumstances pertaining to this certification occur at any time, the Recipient shall notify Apple immediately.

2. **SCOPE AND METHOD OF DONATION**

- 2.1 Apple agrees to donate to Recipient equipment's as listed in Appendix I "List of Donated Equipment" to this Agreement ("**Donated Equipment**"). The total value of which is INR 48,38,000. Recipient agrees to accept the said equipment donation from Apple and shall use the Donated Equipment's in accordance with the terms and conditions set out in this Agreement. The Donated Equipment shall be used within the institute's lab and not be used for any other purpose without the prior written agreement of Apple.
- 2.2 Recipient shall accept the Donated Equipment at address mentioned in the cause title on a date determined by Apple at its sole discretion.
- 2.3 Once the Donated Equipment are accepted by Recipient, Apple shall be deemed to have fulfilled its obligations of this Agreement and Recipient shall assume any and all costs and risks thereafter with respect to the Donated Equipment
- 2.4 Upon accepting the Donated Equipment, Recipient shall issue to Apple a certificate under the Income Tax legislation for the purpose of tax exemption.

3. **RECIPIENT'S COVENANT & OBLIGATIONS**

- 3.1 Recipient acknowledges and agrees that;
- (i) Apple does not control, or exercise any control over, Recipient's facilities or operations;
 - (ii) all decisions related to Recipient's facilities and/or operations are made solely by the Recipient;
 - (iii) Apple has not undertaken any duty or responsibility to direct or advise Recipient with respect to Recipient's facilities and/or operations and;
 - (iv) Apple has not imposed any requirements or conditions on Recipient other than the Donated Equipment may only be used in accordance with the terms of this Agreement.