DONATION AGREEMENT

BETWEEN

BEINGMATE IRELAND

AND

SAARC-CCI
DONATION AGREEMENT

This Donation Agreement (this "Agreement") is made and entered into as of the date ( ) by and between

Party A: Beingmate (Ireland) Co. Limited; and

Party B: SAARC-Chamber of Commerce and Industry.

WHEREAS, Party A intends to make a donation to Party B to support endeavors to help children in South Asian countries and improve their living conditions.

NOW THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and agreements herein, the parties agree as follows:

Party A agrees to donate maximum 15,000 cans (2,500 boxes), 800g Beingmate Creation Plus Formula for Infants and Young Children in each designated country (equivalent to EUR 209,850.00 which sum is the "Agreed Value" obtained through the product of retail price and quantity. The European retail price of each can of milk powder is EUR 13.99) ("Products") to Party B, the final quantity depends on the project requirement.

1 IT IS AGREED AS FOLLOWS:

1.1 Party A agrees on an entirely ex gratia basis to arrange the transportation of the Products and provide full use and storage instructions for the Products to Party B. Party B shall also provide the use and storage instructions to the recipient. These use and storage instructions are attached to and form part of this Agreement.

1.2 Party A guarantees the expiration date of the Products is at least 8 months from the signing date of donation agreement provided the Products are stored in accordance with the storage instructions.

1.3 Prior to delivery of the Products, approval shall be obtained from Party A regarding Donation Plan for the Products furnished by Party B. The Donation
Plan for the Products shall include a list of recipients, a distribution timeline and appropriate audit provisions to ensure that the Products are distributed and stored in accordance with the Donation Plan, and list of charity organizations and their qualifications Party B worked with or documents that proving this plan as a charity behavior to prove to Government of Ireland. It is acknowledged that Party B shall provide full details of the Donation Plan, implementation, audit and charity documents thereof as required by Party A.

1.4 In consideration of each delivery of the Products, Party B shall, within ten (10) business days after the such delivery, provide to Party A an invoice to acknowledge receipt of donation in respect of the Agreed Value of the Products.

1.5 The Party A will not bear the risk of Products damage after the Products transferred to the cargo carrier in Ireland.

1.6 Party B shall collect and provide the beneficiaries receipt feedback to Party A after Product donation is completed.

2 No Political Activity

The Parties agree that neither Party shall conduct itself in any manner in connection with the Products that may allow their donation to be construed as anything other than an apolitical humanitarian gesture. Without prejudice to the generality of the foregoing, neither party shall allow the Products and their donation to be construed as participation or intervention in any political or military activity or the endorsement of or opposition to any candidate for public office or of any policy or policies.

3 Anti-corruption

Neither Party shall perform any actions that are prohibited by local and other anti-corruption laws that may be applicable to one or both Parties to this Agreement. Without limiting the foregoing, neither Party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political
office or to any other third party related to the Donation in a manner that would violate Anti-Corruption Laws or other applicable ethics, political contribution or lobbying laws.

4 **Force Majeure**

Neither Party A nor Party B shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to failure to pass the Food and Drug Administration ("FDA"), acts of God, civil or military authority, terrorism, civil disturbance, wars, strikes, fires, other catastrophes, labor disputes or other events beyond either party's reasonable control.

If the Products fail to pass the local FDA of a recipient country, then shall cancel the corresponding quantity and neither Party shall perform unless otherwise agreed by both parties.

5 **Termination**

This agreement is valid for 1 year and a continued cooperation will be based on mutual consultation. If the shelf life is not enough for the time of delivery and distribution due to the delay of Party B’ Donation Plan, this Agreement will be at an end. If any party violates this agreement, the other Party shall have the right to terminate this agreement unilaterally after one-month notice.

6 **Governing Law; Dispute Resolution**

This Agreement (including any dispute, controversy or claim arising out of or relating to this Agreement) shall be governed by the law of Republic of Ireland. In the event of any dispute, controversy or claim arising out of or relating to this Agreement then the parties shall, in good faith, attempt to resolve the issue(s) by
negotiation. If the negotiation fails, the dispute, controversy or claim arising out of or relating to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by Arbitration in the Republic of Ireland in accordance with the rules in force for the time being in the Republic of Ireland for such arbitrations.

7 Counterpart

This Agreement may be executed in two counterparts, each of which shall be considered an original, a valid and binding original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

SIGNED for and on behalf of
Beingmate (Ireland) Co. Limited

[Signature]
Name:
Title:

SIGNED for and on behalf of
SAARC-Chamber of Commerce and Industry

[Signature]
Name:
Title: