

1. **Force Majeure:** If the performance of the MOU by either party is delayed hindered or prevented or is otherwise frustrated by reason of “ Force Majeure”, which shall mean war/hostilities, riot or civil commotion, fire or earthquake, tempest, lightening or other natural physical disaster(s); restrictions imposed by the government or other statutory bodies which prevents or delays the execution of the project, any event beyond the control of the parties to the MOU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, either party may either terminate the MOU forthwith or suspend the performance of the MOU.
2. **Termination:** In case of non-adherence to provisions of MOU by the **second party**, the **first party** may serve a written notice of 30 days period to rectify the non-adherence to the provisions of MOU by the **second party**. In case of unsatisfactory performance beyond 30 days, the **first party** shall have the right to terminate the MOU without any further notice. In this eventuality, the **second party** shall be liable to refund all the payments made to it on the date of termination.
3. **Conflict of Interest:**
 - i. Neither party shall engage in any personal business or professional activities, during the course of this MOU, which conflicts with or could potentially conflict with the object of the project.
 - ii. Parties shall immediately inform the other parties of any such conflict and suggest/take immediate remedial to ensure that the project is completed as per the terms and conditions agreed upon.
4. **Disclosure of information:** None of the parties shall, during or after the termination of the MOU, disclose to any third party, any confidential information arising from the MOU, other than as required for the proper performance of their respective duties hereunder or as may be required by a court or arbitral tribunal of competent jurisdiction except as per the applicable laws.
5. **Settlement of disputes:**
 - i. Parties shall endeavor to amicably resolve any dispute arising from this MOU. In the event the parties are unable to amicably resolve the dispute arising out of the MOU, the dispute shall be referred to arbitration by a Sole Arbitrator to be conducted with the Arbitration and Conciliation Act, 1996. The seat of arbitrator shall be binding on all parties.
 - ii. Above all, disputes arising between the parties shall be subjected to the jurisdiction of the courts in Delhi/New Delhi only.

Vestige Heart To Heart Foundation

Authorized Signatory