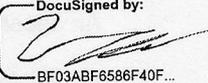
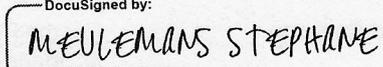
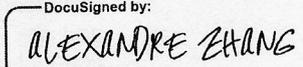




LESAFFRE

ELECTRONIC SIGNATURE

To	F2I NUTRITION AND HEALTH PRIVATE LIMITED Mr Ganesh Ramakrishnan
From	BU. Leaf by Lesaffre - Elisabeth APETE
Company	SOCIETE INDUSTRIELLE LESAFFRE
Subject	F2I/VSI – Master Service Agreement - CT013797
Summary	This agreement constitutes a master agreement under which the Client and/or its Affiliate(s) may order and purchase Services and/or Deliverables from the Provider by entering into written Task Order(s). Each Order incorporates, as if it was contained in that Order, this Agreement as then in effect. Each Order is independent of and will have no effect on the terms of any other Order, unless otherwise agreed in the applicable Order(s). It is understood that the entering into of this Agreement in and of itself does not create an obligation for the Client (or any of its Affiliates) to enter into any Order(s).

<u>Approver</u>	<u>Signature</u>
Marcelo do Amaral	DocuSigned by:  BF03ABF6586F40F...
MEULEMANS STEPHANE	DocuSigned by:  D05C170645FA483...
ALEXANDRE ZHANG	DocuSigned by:  4C17DDD59204402...


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Dist. Pune - 412 307



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For the Client: its employees, its managers, and its corporate officers, directors, managers, consultants, and any approved subcontractors, and those of its Affiliates, concerned by the Services.

Any disclosure or receipt of Confidential Information by an Authorized Person of a Party shall be deemed to be made on behalf of and for the account of that Party. Each Party shall be responsible for compliance with the Agreement by its respective Authorized Persons.

Confidential Information

All information of any kind (technical, biological, scientific, commercial, industrial, financial or otherwise) disclosed by a party ("**Discloser**") under the Agreement or any information obtained or received as a result of the Agreement, relating to (i) the Samples, (ii) any confidential information or trade secrets related to the Samples, which may relate to, or consist of, technical, practical and commercial data, including communications relating to patents, patent applications, structures, designs, techniques, processes, compositions, compounds, apparatus, (iii) the Services and Orders, and (iv) the existence and content of the Agreement. Any disclosure of Confidential Information by Affiliates and/or Authorized Person of Discloser shall be deemed to be made by and on behalf of Discloser. Any Confidential Information received by the Affiliate(s) and/or Authorized Person of the receiving party ("**Recipient**") (to the extent permitted by the Agreement) shall be deemed received by and on behalf of the Recipient.

Deliverables

All raw data, and all documents, studies, models, analyses, or other tangible materials containing Confidential Information and/or presenting the Results of the Services, and in particular the Report(s) which are identified in the relevant Order as to be delivered by the Provider to the Client.

Intellectual Property

Patents, utility models, rights of invention, copyrights and related rights, moral rights, trademarks and service marks, trade and domain names, copyrights, database rights, rights of use and protection of data privacy, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or not and including all applications for and rights to apply for and be granted, renewals or extensions of such rights and rights to claim priority of such rights and all similar or equivalent rights or forms of protection which now or in the future exist in any part of the world.

Order

An order placed by the Client for Tasks in accordance with the ordering process as per Article 4.1. and using the form attached in **Appendix 1**.

Report

Any periodic, preliminary, intermediate, or final report, in the form of a presentation, written or digital, collating, summarizing, and presenting either the progress of the Services and/or the Result.

Results

All information, data, new knowledge, materials, analytical results and Deliverables created by or on behalf of the Provider post *analysing or conducting experiments and tests on the Samples* including Reports and any biological materials, products, and any derived substances, resulting from the Services, and any inventions, improvements or enhancements (including any rights thereto) resulting from the Services that are conceived, generated and/or developed by the Provider or its Authorised Persons.

Sample

Any sample of biological material or product provided by the Client to the Provider for the performance of the Services, as identified in **Appendix 1**.

Services

All Tasks ordered, Results and Deliverables.

Task

Specific work ordered by the Client through an Order.

The terms referred to in this Article shall have the same meaning in the singular and plural.


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Invoice Requirement: The Provider must submit an invoice to the Client for the Tasks performed under this Agreement which shall reference the applicable Order number provided to the Provider by the Client (each referred as an "Invoice"). Further, the Client is not required to pay all or any portion of the Task Price unless:

- (i) Invoice is itemized as reasonably required by the Client, including, as applicable:
 - (A) a detailed description of the Services and Deliverables that accurately reflects the true nature and purpose of those Services and Deliverables.
 - (B) an itemization of reimbursable expenses for the period covered by the invoice.
 - (C) an itemization of applicable taxes payable by the Client; and
 - (D) ensuring that each invoice line item matches and references the corresponding Order line item.
- (ii) contains an invoice date and invoice number.
- (iii) contains Provider's complete name, address, and tax identification number (or comparable identification number under applicable Law).
- (iv) references the Order number (if applicable) provided by the Client and complies with the invoicing requirements specified in that purchase order.
- (v) is delivered electronically to the "bill-to" address or addresses specified in the purchase order (or otherwise by the Client) for delivery of invoices.
- (vi) is accompanied by supporting receipts, documents, and any other information that the Client reasonably requests to verify that invoice; and
- (vii) meets all requirements for a valid tax invoice under any local tax Laws.

Late Invoices. Provider shall not seek payment for Services or Deliverables for which the first presentment of the applicable invoice is more than 180 days after the date the applicable Services were performed, or Deliverables were delivered. Provider acknowledges that its performance under this Agreement and the applicable Order may be critical to the business and operations of the Client, and in the event of any dispute between the Parties, including a dispute involving Client's reasonable determination that it is entitled to withhold payment, Provider shall continue to provide Services and Deliverables in compliance with its obligations under this Agreement and the applicable Order.

Advance Payment. In the event Client has expressly agreed to pay any amount in advance to the Provider under an Order and (i) Provider, pursuant to its termination rights agreed under the Agreement or the Order (if any), subsequently terminates the Agreement or the Order for any reasons other than for material breach by the Client or, (ii) the Services and/or Deliverables mentioned in the Order are not rendered or delivered for any reasons or, (iii) the Services and/or Deliverables rendered or delivered by the Provider are not in line with the specifications set forth in the Order, Provider shall refund to the Client all amounts paid in advance by the Client.

Taxes.

Payment of Taxes. Each Party shall pay all income, payroll, or similar business activity taxes (including any associated interest and penalties for late payment) imposed by any Government Body on that Party's own income or receipts, as well as any property or ad valorem taxes on those receipts.

Applicable Taxes. If any Government body imposes one or more applicable taxes as a consequence of Services and Deliverables provided to the Client under this Agreement, the Client shall pay the Provider applicable taxes after receiving an accurate tax invoice, and Provider is solely responsible for collecting, reporting, and timely remitting the applicable taxes to the applicable Government body. Except as prohibited by law, Provider shall separately indicate on its invoices all applicable taxes and the jurisdiction to which the applicable taxes will be remitted, and Provider shall ensure that each such Invoice complies with applicable GST Laws as well. Provider is solely liable for all penalties and interest resulting from Provider's improper collection or remittance of applicable taxes.

Withholding Taxes. If required by applicable Law to deduct from amounts payable under this Agreement an amount on account of any withholding tax imposed or levied by a Government Body, Client may withhold those taxes at the source of payment (by deducting from amounts payable under this Agreement), in which event the Client shall timely remit those withheld taxes to the appropriate Government Body and provide Provider an official receipt and other documents reasonably requested by the Provider.

Exemption Certificates. Each Party shall timely furnish to the other Party such valid exemption certificates, multiple points of use certificates, treaty certifications, or other evidence supporting applicable exemptions as reasonably requested by the other Party to determine that other Party's legal responsibility to withhold taxes or assess applicable taxes.


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Recipient shall hold all Confidential Information provided by Discloser under the Agreement in confidence for so long as such Confidential Information is not publicly known and for at least 10 years after expiration or termination of the Agreement for any reason.

8.3. Information shall not be deemed confidential:

- that was lawfully in the possession of the Recipient prior to its disclosure hereunder and was not received directly or indirectly from the Discloser; or
- which were in the public domain, accessible or known to the public, prior to their disclosure hereunder; or
- that have entered the public domain or become available or known to the public, absent any unauthorized act or omission by the Recipient (e.g., through publication authorized by the Discloser); or
- which have been made available to the Recipient by a third party, without breach of its obligation of confidentiality to the Discloser; or
- about which there is reasonable evidence that it was developed by Recipient independently of the Services and without relying on or using Discloser's Confidential Information hereunder.

8.4. In the event that Recipient receives a request to disclose all or part of Discloser's Confidential Information pursuant to a valid decision of a judicial or administrative body, Recipient agrees:

- (i) to immediately notify the Discloser of the existence, terms, and circumstances of the request.
- (ii) to consult with the Discloser with a view to considering the binding nature of the request and/or the advisability of taking legal and/or judicial action to resist or limit such request.
- (iii) in the event that disclosure of Confidential Information is required and/or appears appropriate, use its best efforts to obtain assurances as to the maintenance of the confidentiality of the information provided, if legally possible.

8.5. The Provider may not, without the Client's prior written consent, publish, either alone or with others, photographs, illustrations or Reports or Results or any other information or presentations relating to the Services.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Prior knowledge

9.1.1. Each Party shall remain the owner or holder of the rights to any document (in particular reports, programs, manuals, lists and other documentation), regardless of its form or medium, in particular computerized, as well as Intellectual Property rights and in particular patents, trademarks, literary and artistic property, including any know-how and knowledge, that it possesses at the time of signing the Agreement, or that it develops independently of the Agreement ("**Background**"). In this respect, each Party shall remain free to exploit its Background, within the limits of the rights it had prior to the signing of the Agreement, except for the preservation of the rights of the other Party under the conditions specified below.

The Parties undertake not to directly or indirectly infringe the Intellectual Property rights of the other Party and to use said Background only for the purposes of the Agreement.

This Agreement does not imply any transfer of ownership, Intellectual Property rights or any other rights and no license of any Intellectual Property rights or any other rights to the Provider.

- 9.1.2. The Provider undertakes to use, for the performance of the Agreement and the Orders, only Background:
- a) that are in the public domain and can therefore be freely used by the Client and reproduced without limitation by anyone else, or
 - (b) of which the Provider has full ownership or rights of use necessary to perform the Services and to allow the Client to use the Results freely.

9.2. Results

9.2.1. The Provider shall assign to the Client, on an exclusive, irrevocable, and final basis, all Intellectual Property rights in the Results for the whole world, for any destination and for the entire duration of the protection of the Results as provided for by the applicable legislation.

Where necessary, in the event that the Results are wholly or partly protected by copyright, it is specified that the rights assigned include in particular:

- the right to reproduce or have reproduced the Results and, for the software and databases, their evolutions and updates, without limitation of number, in whole or in part, by all means and processes, on all media and all materials, both present and future, known or unknown, and in particular on paper or derived, plastic, digital,


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10.2. The Provider undertakes to take all possible care in the performance of the Agreement or, in accordance with the norms and standards in force in its profession, the rules of the art and the best available knowledge, and to maintain the same level of performance for the duration of the Agreement.

Provider shall comply with all applicable laws and regulations applicable to the Agreement.

10.3. Provider shall be liable for any breach of this Agreement and/or the terms of the applicable Order, by its legal representatives, employees, or other Authorised Persons. The Provider represents and warrants that none of the undertakings given in the Agreement are contrary to any other contractual undertakings given by the Provider or to any existing legal or statutory provisions applying to the Provider.

10.4. The Provider declares that it has taken out insurance with a reputable company covering its professional liability for any personal injury, property damage and consequential loss suffered as a result of the Services covered by the Agreement.

11. PERSONAL DATA

The Parties hereby confirm their understanding and intention that under the scope of this Agreement no personal data as defined under applicable data protection legislation) is or shall be disclosed between the parties, other than the parties' personnel's business contact details for the purposes of this Agreement. If at any time during the term of the Agreement, either Party considers that personal data is necessary to disclose to the parties, such party shall promptly notify the other, and:

- (i) must ensure that only anonymised information (which does not qualify as personal data under applicable data protection legislation) is disclosed to the other Party, or
- (ii) the parties agree to work together reasonably and in good faith to execute a mutually acceptable data sharing agreement.

12. SAFETY, INTERNAL INSTRUCTIONS:

When they are required to travel to the Client's premises or its Affiliates, the Scientific Manager and the Authorised Persons of the Provider undertake to comply with all access control, health and safety instructions in force at the Client's premises, the latter being obliged to inform the staff concerned of these provisions, as well as the internal regulations and the IT charter of the Client's entity concerned, which are applicable to the personnel. Under no circumstances shall the Client be held liable for any accident resulting from failure to comply with the said instructions.

13. COMPLIANCE

The Provider represents and warrants that it has not, and shall not, offer, provide, solicit, authorize or accept, directly or indirectly, anything of value in order to influence or reward any action or decision for the purpose of corruptly obtaining or retaining an improper advantage, as required by applicable anti-bribery laws.

The Client may terminate the Agreement and any Order immediately in the event of a violation of this section.

14. TERM

11.1. This Agreement shall commence as of the Effective Date and, if not earlier terminated in accordance with this Agreement, shall remain in full force and effect for a term of 2 (two) years. However, the terms and conditions of this Agreement shall survive for the performance of any Order still in effect at the end of the Term until termination or expiration without renewal of such Order. Notwithstanding the foregoing, the Parties may mutually agree in writing to extend the Term of this Agreement.

11.2. The obligation of secrecy and confidentiality defined in Article 8 shall remain in force for ten (10) years from the end of the Agreement.
The provisions of Article 9 "Intellectual Property Rights" shall continue for the duration of the rights concerned.

15. TERMINATION

15.1. Termination for convenience

The Client may terminate the Agreement at any time, for any reason whatsoever and without having to provide any justification, by sending the Provider a notification by registered letter with acknowledgement of receipt referring to this Article and specifying the effective date of termination.


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(b) to the Client

Name Mr. Ganesh Ramakrishnan
 To the attention of **F2I NUTRITION AND HEALTH PRIVATE LIMITED**
 Address 79 A, Floor-2, Plot -39, Meadows House, Mudhana Shetty Marg, Off Nagindas Master Lane,
 Fort, Mumbai – 400001 Maharashtra
 Phone +91 82910 85003
 e-mail g.ramakrishnan@lesaffre.com

18. NON-TRANSFERABILITY

18.1. Subject to the provisions of Article 18.22, the rights and obligations of each of the Parties shall not be assignable or transferable without the prior written consent of the other Party.

18.2. Client's rights and obligations are assignable and transferable to its Affiliates without the Provider's prior consent.

19. AMENDMENT OF THE AGREEMENT - FURTHER NEGOTIATIONS

Any amendment or waiver of any of the provisions of the Agreement and any Order shall only take effect after being the subject of a written agreement, in the form of an amendment, duly signed by the authorised representatives of the Parties.

The Agreement does not create any obligation for the Parties to negotiate or enter into any subsequent agreement concerning the Services, its Results or Deliverables.

20. PARTIAL INVALIDITY

If any provision of the Agreement is or becomes illegal, invalid, or unenforceable in any respect, neither the legality, validity, or enforceability of the other provisions of the Agreement shall be affected or impaired thereby. However, in such event, the Parties shall, to the extent possible, substitute a legal, valid, and enforceable provision, the terms of which shall be established in accordance with the original intent of the Parties.

21. APPLICABLE LAW AND LITIGATION - JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to any conflicts of law rules of any jurisdiction.

The Parties agree that any dispute relating to the conclusion, validity, interpretation, or performance of this Agreement which cannot be resolved amicably shall be submitted exclusively to the jurisdiction of the courts of Mumbai, India.

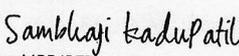
22. ELECTRONIC SIGNATURE

The Parties agree that execution of this Agreement by industry standard electronic signature software shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

DocuSigned by:

 442BEF54A7B44B1

**F2I NUTRITION AND HEALTH
 PRIVATE LIMITED**
 Mr Ganesh Ramakrishnan
 Chief Finance & Admin Officer

DocuSigned by:

 A1DD4DE70A4A48A...

VSI
 Mr. Sambhaji KaduPatil,
 Director General, VSI


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TRANSFER FORM

Instructions: This transfer form must be used to certify receipt of the Samples transferred by the Client to the Provider pursuant to the Contract. As soon as the Samples are received, the Provider shall return a copy of this form, duly signed, and completed by the Provider to the Client as soon as possible and, at the latest, within 10 days of receiving the Samples to the Client by fax or e-mail.

----- **Start of the form** -----

In accordance with the Task Order dated [**] 2023, and pursuant to the Master Service Agreement dated [**] 2023 between VSI and F2I NUTRITION AND HEALTH PRIVATE LIMITED:

I, the undersigned (Please state your full name), _____

Acting as (Please indicate your title): _____

On behalf of (Please indicate the name of the company and the contact details of the Beneficiary): VSI

Declares to have received the (Please indicate the date of receipt of the samples): _____

From F2I NUTRITION AND HEALTH PRIVATE LIMITED, the Samples of materials and documents listed below, for the sole purpose of the Task.

Materials	Number of samples	Format - quantity/quality	GMO

Documents
Technical Data Sheet(s) (for commercial references only). Safety information document(s).

Date: _____ Signature: _____

----- **End of the form** -----

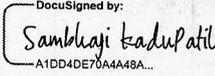

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Signer Events

Sambhaji KaduPatil
 skadupatil@vsisugar.org.in
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 A1DD4DE70A4A48A...
 Signature Adoption: Pre-selected Style
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Timestamp

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 Resent: 11/17/2023 2:11:48 PM
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Electronic Record and Signature Disclosure:
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Dr Konde
 kakasaheb.konde@gmail.com
 Security Level: Email, Account Authentication
 (None)

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 Using IP Address: 152.57.237.208

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 Resent: 10/25/2023 9:09:28 AM
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Electronic Record and Signature Disclosure:
 Accepted: 10/25/2023 3:17:25 PM
 ID: 3e480833-b0ff-454f-befc-04efd6298e77

Carbon Copy Events**Status****Timestamp**

Dr Konde
 kakasaheb.konde@gmail.com
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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MUKHERJEE Sibabrata
 s.mukherjee@leaf.lesaffre.com
 Security Level: Email, Account Authentication
 (None)

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FROMANGER Romain
 r.fromanger@leaf.lesaffre.com
 SI LESAFFRE - BU Leaf
 Security Level: Email, Account Authentication
 (None)

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, LESAFFRE INTERNATIONAL (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically


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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to f.vanduynslaeger@lesaffre.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify LESAFFRE INTERNATIONAL as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by LESAFFRE INTERNATIONAL during the course of your relationship with LESAFFRE INTERNATIONAL.


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