

**AFFIDAVIT**

To

State Bank of India

GITC, CBD Belapur

Navi Mumbai, India

**Undertaking by M/s. XYZ Company Pvt. Ltd. in relation to our Proposal/  
Application**

**No. \_\_\_\_\_ Dated: \_\_\_\_\_**

**State Bank of India IT Innovation Start-up Engagement Program (IT-ISEP)**

Name of the firm/ company :  
Name of the Authorized Signatory :  
Designation of the Authorized Signatory :  
Father's Name of the Authorized Signatory :  
Age of the Authorized Signatory :  
Residential Address of the Authorized Signatory:

- 1) Mr. / Ms. \_\_\_\_\_ is an Authorized Signatory, empowered to sign Affidavit as per Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ (Copy enclosed)

We hereby undertake as under:

M/s. XYZ Company Pvt. Ltd. which is an Indian firm/company; is incorporated as a private limited company (as defined in the Companies Act, 2013) / or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) / or a Limited Liability Partnership (under the Limited Liability Partnership Act, 2008) in India (Strike off which is not applicable).

Bearing Company Identification No. \_\_\_\_\_.

- 2) The turnover of the M/s. XYZ Company Pvt. Ltd. firm/company has not been greater than Rs. 100 crore in any of the years of its operation.
- 3) M/s. XYZ Company Pvt. Ltd. is neither a foreign company nor subsidiary of any foreign or Indian company.

- 4) M/s. XYZ Company Pvt. Ltd. is neither formed by splitting up nor reconstruction of an existing business.
- 5) The Intellectual property rights for the product/services that we wish to offer to SBI is owned by M/s. XYZ Company Pvt. Ltd. We undertake that the application/product/solution, code, artefacts, scripts, etc. offered by us have been internally developed by us and not copied, pilfered, hacked, transferred, procured from any other company or individuals.
- 6) M/s. XYZ Company Pvt. Ltd. shall provide training and complete knowledge transfer to Bank's team.
- 7) M/s. XYZ Company Pvt. Ltd. undertakes to intimate the Bank about any change in the eligibility criteria viz. turnover, foreign company/ subsidiary, IPR etc. to ensure that M/s. XYZ Company Pvt. Ltd. shall be a Startup at the time of signing the SLA (Service Level Agreement) with Bank while engaging for any product/ service/ solution from M/s. XYZ Company Pvt. Ltd.
- 8) M/s. XYZ Company Pvt. Ltd. hereby consent for the Restricted IPR Clause as mentioned hereunder.

All items under the restricted IPR arrangement with the Bank shall be owned by the Bank and the Bank will be free to customize it further for its internal use including customer facing application/ software/ solution, etc. within the State Bank Group. No charges shall be payable to vendor for this arrangement. The Bank shall not sell the product / software / technology to any third party.

Under the restricted IPR arrangement with the Bank, the Start-up shall provide the entire source code, logic, protocols, artefact, design, architecture, code binaries, complete technical solution documentation of the product/ software/ application/ services including the base and customised software and any other related items, necessary to run the application, to the Bank at the beginning of the engagement and also subsequent enhancement as well.

The vendor also will have the source code and IPR of the enhanced / revised software while exiting from the Bank.

For M/s. XYZ Company Pvt. Ltd.

(Authorized Signatory)

Date:

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Company Address: