

Registered Office: Third Floor DS Plaza, Above Bank Of Baroda, Bareilly

Branch Office: 12117 Gaur mall, sector 4, Gr. Noida

Email – Accounts@iWebro.com| Contact no. 6396652219

This Vendor Service Agreement (“Agreement”) is entered and executed on **XX-XX-20XX** by and between the parties namely,

iWebro Solutions Pvt Ltd a having its registered office at DS Plaza, Bisalpur road above Bank of Baroda, Bareilly, through its Director, Jyotsana Saini, which expression shall unless it be repugnant to the subject or context thereof, shall include its successors and permitted assigns.

And

Company Name

The Supplier and the Customer are also hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

Whereas

1. The Parties have engaged in in extensive negotiations that have culminated in the formation of the relationship described in this Agreement
2. Supplier desires to provide to Customer, and Customer desires to obtain from Supplier, the services described in this Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE IN CONSIDERATION OF MUTUAL COVENANTS AND PROMISES HEREIN UNDER CONTAINED, BOTH SUPPLIER AND CUSTOMER AGREE AS UNDER:

1. SCOPE OF SERVICES & RESPONSIBILITIES:

1.1. Basic Services:

The Contracting Parties acknowledges and agrees to the service of dedicated hiring on various projects as per the email communications & documentation provided by the customer or third party as requested by the customer to be provided with utmost sincerity and honesty by the supplier in the period agreed in this Agreement.

1.2. Operational Services:

The Contracting Parties acknowledge and agree that from time to time during the term of this Agreement there may be additional services required by the Customer. The specifications and pricing of these services will be mutually agreed upon and confirmed via written instrument (i.e. Statement of Work/ Official Mails/ Posts) which is signed by an authorized representative of each party before such services are delivered. The parties acknowledge and agree that such written instrument shall be subject to the terms and conditions of this Agreement unless specific modifications to this Agreement are made to the contrary in such Statement of Work.

- 1.3.** The contracting parties agrees and acknowledges that the terms of these agreements will be binding to every member of their relevant Establishment/Proprietorship and it is the duty of the Contracting Parties to take necessary precautions and create contractual obligations to enforce the same.

2. SERVICE LEVEL AGREEMENTS

- 2.1. The Contracting Parties agree that the service provider shall provide such services as may be mutually agreed under this agreement, to serve the purpose for the Customer's general scope and services.
- 2.2. All Services shall be performed in Workmen like fashion. Unless otherwise requested in writing by the Customer, the Supplier shall prepare and deliver monthly reports/ invoices regarding any Services (wholly or partially as per Clause 1) ongoing or performed each month of the term of this Agreement.
- 2.3. Supplier agrees that it will not directly or indirectly, during the term of this Agreement, solicit and/ or utilize the services of any other Party for the Services to be rendered to the Customer, under this agreement.
- 2.4. The Supplier (including its employee(s), resource(s), or any other personnel) acknowledges that it shall neither directly nor indirectly, establish any personal contact with the Employees or Clients of the Customer.
- 2.5. The Supplier agrees and acknowledges, under no circumstances, shall the Supplier stop working or delay, without obtaining the written consent of the Customer at any time during the tenure of this Agreement.
- 2.6. It is acknowledged and agreed upon by the Contracting Parties that the Supplier takes full responsibility of any employment issue (including but not limited to, discontinuation/termination/ absenteeism of such employee/ resource), or any issue arising within its Establishment, the Supplier shall be solely responsible to replace such employee in order to accomplish such Services described in this Agreement.
- 2.7. The Supplier acknowledges and agrees to provide a specific timeline for the completion of Services beforehand and in advance. Failing to do so may result in withholding of dues by the Customer towards to the supplier.
- 2.8. The Supplier agrees and acknowledges that the Employee of the Supplier who will be primarily appointed for the work requested under Clause 1 of the agreement, such employee shall, unless a written consent is obtained from the Customer be changed, replaced or terminated. It shall further be agreed upon that in case of resignation of such employee a written intimation shall be given to the Customer and the replacement for such be appointed with the consent of the Customer.
- 2.9. That the supplier agrees and acknowledges that it will take all necessary measures to safeguard the rights of the Customer arising out of this agreement.
- 2.10. The Supplier acknowledges and agrees to not make any variation or demands in respect of Consideration fixed in this Agreement during the tenure of this Agreement.
- 2.11. The Supplier acknowledges and agrees in case of any dispute arises in reference to the consideration, it will be directly taken up with the Accounts Department of the Supplier and not to the Project Employees.
- 2.12. The Supplier acknowledges that if there is any delay in Consideration from the Customer (which shall be intimated beforehand), then such delay shall not disregard the credibility of Services or the Promise of time period of Services.
- 2.13. The Supplier acknowledges and agrees that in case of multiple projects/services being requested if there is any delay in the payment of consideration of other projects, the Service integrity or timeline shall not be disregarded for the ongoing project.

- 2.14. The Supplier acknowledges and agrees to provide necessary infrastructure to the employee/ resource selected by the customer. Infrastructure includes laptops, Adequate internet speed and any other requisite. Any additional payment required to be made by client to supplier in respect to infrastructure would be communicated in advance for each individual resource.
- 2.15. The Supplier & Customer acknowledges that the billing cycle shall be from 1st to the end of the month of which the Services has been provided.
- 2.16. The Supplier & Customer also acknowledges and agrees that invoice shall be cleared by the 25th day of the month in which invoice is raised.
- 2.17. The Contracting Parties acknowledges and agrees that any revision in payment of consideration or such amount shall be intimated with a minimum notice period of One Months (1 Months), after the expiry this agreement.
- 2.18. In case of non-performance, customer is not liable to give one month notice to the supplier.
- 2.19. The Supplier has to submit PAN & Aadhar card details of the hired resource to the client. In case, the Client finds any discrepancy between the details submitted by supplier and the resource who is working for the client, Client will have the power to recover the amount that has been paid for that particular resource from the date of onboarding.
- 2.20. Supplier will not make any direct or indirect payments to any person associated with the client. In case there is a breach, Client would have the power to terminate the agreement and forfeit all pending billing and recover any losses that might occur because it.
- 2.21. Any Asset provided to hired resource from client or any third party because of the client, the supplier would be responsible to return the same once the engagement of resource is over. In case asset is not returned in the condition it was initially sent, client would have the power to recover the same from supplier.
- 2.22. The Supplier acknowledges that it shall be liable for all labour law related compliances in respect of the employee/ resource being deputed for the customer. In case, the customer becomes aware of any non-compliance during the course of this agreement, the customer shall reserve the right to terminate this agreement, and simultaneously have the supplier comply with all norms for the time being in force.
- 2.23. The Supplier shall ensure that it has subscribed to a commercial general liability insurance with a reputable insurer acceptable to the Customer and that the level of cover and other terms of insurance are acceptable to and agreed by the Customer in writing. Supplier shall ensure to comply with this clause within 60 (Sixty) days of the signing of this agreement.

3. PROPRIETARY INFORMATION & TRANSFER OF ASSETS

- 3.1. For purposes of this Agreement, the term "Proprietary Information" shall mean all of the information, data and software furnished by one party to the other, whether in oral, written, graphic or machine-readable form, which may include but not be limited to, code, software tool specifications, functions and features, integration and shared data block specifications, financial statements, corporate and stock information, file layouts, marketing strategies, business, product or acquisition plans, current business relationships or strategies and customer lists.
- 3.2. "Proprietary Information" shall not include information which:

- 3.2.1. is or becomes available to the general public through no fault of either party;
 - 3.2.2. is independently developed by non-disclosing party;
 - 3.2.3. is rightfully received by the non-disclosing party from a third party without a duty of confidentiality; or
 - 3.2.4. is required to be disclosed by court order or operation of law. Before disclosing any Proprietary Information under court order or operation of law, the non-disclosing party shall provide the disclosing party reasonable notice and the opportunity to object to or limit such disclosure.
- 3.3. Each party acknowledges that, in and as a result of visit(s) to the other party's facilities and/or discussions with a party's officers and employees, a party shall or may be making use of or acquiring Proprietary Information. As a material inducement to disclose such Proprietary Information, each party covenants and agrees that it shall not, except with the prior written consent of the other party, at any time directly by itself or indirectly through any agent or employee:
- 3.3.1. copy, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information or
 - 3.3.2. use Proprietary Information for any purpose other than in connection with the consummation of the Proposed Transactions. Failure to mark any of the Proprietary Information as confidential, protected or Proprietary Information shall not affect its status as part of the Proprietary Information under the terms of this Agreement.
- 3.4. The Contracting Parties acknowledges and agrees that Proprietary Information (as per Clause 3.1, 3.2 & 3.3) and/ or any Asset (Tangible/ Intangible) in the form of any equipment, Technical Support, Source Codes, Media Files, Documents etc. procured by the Supplier from the Customer for the attainment of efficient Service shall be the sole property of the Customer and such Asset in whatever form shall be transferred back to the Customer, and the Customer shall have the sole discretion on such asset.
- 3.5. The Contracting Parties acknowledges and agrees that any Research Data, or Intellectual Property or Discovery or Patents, Trademark discovered by the Supplier during the course of this Agreement which are invented or derived while working on the Services requested by the Customer (including the client(s) thereof), such discovery, research and development shall solely belong to the Customer (or the client, as the case may be) and so the Customer (or the client, as the case may be) shall be intimated about the same by the Supplier instantly.
- 3.6. The Contracting Parties acknowledges and agrees that all right, title and interest in any Proprietary Information shall be and shall remain the exclusive property of the disclosing party.
- 3.7. The Contracting Parties acknowledges and agrees that any other Asset which is not covered in Clause 3.1, 3.2, 3.3, 3.4 & 3.5 but discovered during or later in the course of this Agreement and Services requested by the Customer shall be the sole property of the Customer and be intimated and returned to the Customer with immediate effect.
- 3.8. OWNERSHIP RIGHTS: Except as expressly set forth on any Statement of Work, all right, title and interest in and to all products, services and materials provided to Supplier by Customer under this Agreement shall be and remain the property of Customer exclusively. Supplier shall have no right, title or interest in or to any products, services or materials except as expressly set forth in this Agreement. Customer retains shall retain all rights and title to any and all capital improvements and intellectual property it utilizes or contributes to the Supplier or as part of the receiving the Services.

4. CONSIDERATION AND PAYMENT

- 4.1. In consideration to the services provided by the supplier to the customer under this agreement, the consideration shall be as agreed upon as herein mentioned in attached herewith.
- 4.2. In Consideration of any Special Services provided by the Supplier on the request of the Customer, the Consideration shall be as such as proposed and accepted by the Contracting Parties through written Mails/ Posts and signed and agreed by the Designated Competent Employee attached with Company Seal and Signature.
- 4.3. The Supplier acknowledges and agrees that the Invoice for the work finished shall be raised on 7th of the succeeding month of the Service Provided.
- 4.4. The Contracting Parties acknowledges and agrees that in case of delay in payment, the Customer shall intimate the Supplier At least Four days in advance.

5. TERMS OF AGREEMENT, TERMINATION & RENEWAL OF AGREEMENT

- 5.1. The Contracting Parties acknowledges and agrees that this Agreement shall commence on the Effective Date and continue in full force and effect for **Two Year (2 year)**.
- 5.2. The Contracting Parties acknowledges and agrees that if either party (the "Defaulting Party") materially defaults in the performance of its obligations under this Agreement, and if such default is not cured within thirty (30) days after written notice is given to the Defaulting Party specifying the default, then the other party (the "Aggrieved Party") may, by giving written notice to the Defaulting Party, terminate this Agreement as of the date specified in the notice of termination.
- 5.3. Each party, insofar as it becomes a Defaulting Party, agrees that, upon receipt of any notice of default, it will immediately commence all commercially reasonable efforts to cure the specified default and to commit the resources necessary at the Defaulting Party's expense, to accomplish such cure as promptly as is reasonably possible.
- 5.4. The Contracting Parties acknowledges and agrees that in case of termination of this Agreement, a written advance notice of not less than One Months (1 Month) is required.
- 5.5. The term of this Agreement may, upon mutual agreement by the parties, be extended for additional period, as agreed and mutually consented by the parties unless terminated as provided above.

6. CONFIDENTIALITY CLAUSE

- 6.1. The Supplier acknowledges that for the purpose of this Agreement, the Customer will give and/ or has given him access to Confidential Information and Supplier acknowledges and agrees that he will not directly or indirectly use, publish, disclose, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the his Establishment or Customer's Establishment) not having a need to know and authority to know and use the Confidential Information in connection with the Services of this Agreement and, in any event, not to anyone outside of the Customer's Establishment except as required in the performance of this Agreement or with the prior consent of the Management acting on behalf of the Customer in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent);

- 6.2. Accordingly, Supplier agrees that he will not at any time, except in performing his duties and obligations to Customer under this Agreement (or with the Board's prior written consent), directly or indirectly, use, disclose, or publish, or permit others not so authorized to use, disclose, or publish any Confidential Information that he may learn or become aware of or may have learned or become aware of, because of his prior or continuing employment, ownership or association with the Company or any of their predecessors, or use any such information in a manner detrimental to the interests of the Company.
- 6.3. Supplier further confirms that all confidential information is and must remain the exclusive property of the Customer. Any office equipment (including computers and other storage devices) received from the Customer in the term of his Agreement and all business records, business emails and business documents kept or made, whether on digital media or otherwise, in the term of his Agreement by the Customer relating to the Customer must be and remain the property of the Customer.
- 6.4. The rights and obligations set forth in this Clause 7 will continue indefinitely and will survive termination of this Agreement and the termination of Services with the Customer.

7. NON COMPETITION & NON-SOLICITATION

- 7.1. During the Term of this Agreement, the Supplier agrees and undertakes that he shall do its best to devote his time and attention needed to the affairs of the Services to the Customer;
- 7.2. Without prejudice to the foregoing, not without the prior written consent of the Customer, he shall not carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company in any activity or business, in India or overseas, which shall directly or indirectly with the Clients of the customers.
- 7.3. For a period of three years (3 Years) after the Term, both parties agrees that they will not directly or indirectly seek to do business with any person, firm or company who has at any time during the term of Agreement and at the date of termination done business with any member of the Customer
- 7.4. During the Term and for a period of three (3) years from the end of this agreement, both parties agrees that they will not, directly or indirectly: intentionally solicit away from the other any person or entity who is, or was, during the term of Agreement or within one year preceding the date of expiry of the Term, or termination of the Agreement, prospect, or client of the other; hire or endeavour to entice away from the other, any employee or any other person or entity whom the other engages to perform services or supply products and including, but not limited to, any independent contractors, consultants, engineers, or sales representatives or any contractor, subcontractor, supplier, or vendor; and/or hire any person whom the other employs or employed during the Term and who during such period: was part of the senior management of the other; and/or by reason of their knowledge of trade secrets or confidential information of the other or any Affiliate or knowledge or influence over the clients, customers or suppliers of the other are likely to be able to assist or benefit a business which competes or proposes to compete with the Customer, and in either case with whom he had personal dealings during such period in the term of this Agreement.
- 7.5. Customer shall not onboard any dedicated employees of supplier who are involved in any way during the term of the agreement and for 3 years after the term of the agreement.
- 7.6. The Contracting parties agrees and acknowledges that this Clause 8 will survive the Termination of this Agreement.

8. CONTINUATION

Neither of the Contracting party shall sell, transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party. Any act in derogation of the foregoing shall be null and void.

9. SEVERABILITY

Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this agreement.

10. INDEMNITY CLAUSE

10.1. The Supplier agrees to indemnify and shall hold indemnified the Customers, its representatives, officers and other Employees against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim in relation to non-fulfilment of this Agreement or any misconduct, unethical behaviour or breach of confidentiality Clause as given above, infringing any laws, bylaws, rules, regulations, notices, circulars or orders provided within the provision of the statutes applicable in India. This clause shall survive the termination of this agreement.

10.2. The Supplier agrees to indemnify and shall hold indemnified the Customers, its representatives, officers and other Employees against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim in relation to unlawful fulfilment of this agreement clause 5; supplier shall be liable for an amount of 3 month of consideration of clause 4 and addition 12% per annum penal interest until the realisation of such amount.

11. FORCE MAJURE

Neither Party shall be responsible or liable for any delay or failure to perform its obligations under this Agreement due to unforeseen circumstances or any event which is beyond that Party's reasonable control and without its fault or negligence, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, failure of telephone connections or power failure, fire or floods.

12. NOTICES

Any notice, demand, consent, or other communication which need to be made under this Agreement is to be in writing and shall be served personally or sent by post or email and addressed as per the details below:

XYZ addresss

Notices will be deemed to be duly given or made (i) in the case of delivery in person or by post, when delivered, and (ii) in the case of email after five (5) days after the date of sending.

13. GOVERNING LAW & JURISDICTION

13.1. All disputes, controversies, and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement and any non-contractual obligations arising out of or in connection with this Agreement ("Dispute") shall be referred for arbitration under the provisions of the then prevailing Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator to be appointed upon mutual agreement by both parties. As part of the terms of the appointment, the arbitrator shall be required to produce a final and binding award or awards within 3 (three) months of the appointment of the arbitrator. Parties shall use their best efforts to

assist the arbitrator to achieve this objective, and the Parties agree that this 3 (three) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator in its absolute discretion.

- 13.2.** The arbitral award passed by the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The Parties agree to be bound thereby and to act accordingly.
- 13.3.** The cost of arbitration shall be borne by the Parties equally.
- 13.4.** Clause 13 shall survive any termination or expiry of this Agreement.

14. GENERAL

- 14.1.** This Agreement together with any documents referred to in it constitutes the entire agreement supersedes all previous agreements, proposals, representations, correspondence, and oral discussions in between the Parties relating to the subject matter of this Agreement.
- 14.2.** Termination or expiry shall not affect the continuing rights and obligations of each Party under any clauses which are intended to survive termination or expiry, nor affect any accrued rights or obligations under this Agreement.
- 14.3.** The headings in this Agreement will not affect the interpretation of this Agreement.
- 14.4.** Any notice or other communication given under this Agreement must be in writing, in English and served on a Party at its address as specified at the commencement of this Agreement (or any other address it has notified to the other Party in accordance with this clause) by hand, by registered post, by fax or any other mode of communication available like email, courier, etc.
- 14.5.** No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of each Party.
- 14.6.** If any provision of this Agreement is held illegal, invalid, or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement which shall remain in full force and effect.
- 14.7.** A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 14.8.** The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach by them of this Agreement. Without prejudice to any other rights and remedies otherwise available each Party acknowledges that the other Party has the right to seek injunctive relief.
- 14.9.** Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.

- 14.10.** This Agreement may be executed in 2 (two) original counterparts all of which together evidence the same agreement.
- 14.11.** This Agreement is governed by the Governing Law and each of the Parties submits to the exclusive jurisdiction of the Governing Courts over any claim arising under or in connection with this Agreement.
- 14.12.** Neither party shall be liable for any failure or delay in the performance of this agreement which is caused by circumstances beyond the reasonable control of a party including without limitation to change of law, war, strike, an act of God, etc.
- 14.13.** The Customer hereby agrees to abide by all the provisions of the Income-tax Act 1961 and provisions of Goods and Service Tax Act 2017, and such other statutes as may be applicable for the time being in force.

15. AUTHORIZATION

The persons signing this Agreement on behalf of the Parties represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

Agreement has been executed by parties after deliberations, upon their own free will, volition and discretion after reading and understanding its contents thereof and after considering its legal and other implications, without any effect of coercion, duress or undue influence, and in witness whereof the parties hereto have set and subscribed their respective hands to these presents on the day, month and year herein written.

For and on behalf of iWebro Solutions Pvt Ltd Jyotsana Saini Director & Co-founder	For and on behalf of <Parties Name> <Authorized Representative> <Designation>
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