



महाराष्ट्र MAHARASHTRA

2022

BR 639474



SERVICE AGREEMENT

This Agreement ("Agreement" hereinafter) is made at Mumbai on this 7th day of October, 2022

BETWEEN

TATA MOTORS LIMITED, [CIN: L28920MH194SPLC004520], a Company incorporated under the Indian Companies Act, 1913 having its Registered Office at Bombay House, 24, Homi Mody Street, Mumbai 400 001. (hereinafter referred to as "TML" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and assigns) of the **ONE PART**.

AND

LEMON YELLOW LLP, (LLPIN: AAM-0948), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at Kris Korner Plaza, Office no. 7 & 8, 1st Floor, Anand Nagar, Opp. Saraswati Vidyalaya, G. B. Road, Thane (West) - 400615, ("**Service Provider**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **OTHER PART**;

WHEREAS:

- A. TML is engaged, inter-alia, in the business of manufacturing and marketing of commercial vehicles and the components and spare parts thereof.
- B. Service Provider is engaged in the business of providing creative 360 degrees design services in respect of User Interface (UI) and User Experience (UX), visual design & front-end development services in relation thereto and providing services as mentioned under Annexure I (hereinafter referred to as "**Services**") and has approached TML for providing the said Services. Service Provider has also represented that it has the necessary skills, expertise, facilities/ infrastructure to provide the Services contemplated under this Agreement.
- C. On the aforesaid representations made by the Service Provider to TML, the Parties hereby enter into this Agreement to provide the agreed Services as per Annexure I on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS DETAILED HEREUNDER:

1. SCOPE OF SERVICES AND OBLIGATIONS OF THE SERVICE PROVIDER:

During the term and subject to the terms and conditions of this Agreement, the Service Provider undertakes to provide the Services as more specifically mentioned in **Annexure-1**.

2. PAYMENTS & CHARGES:

2.1 TML shall pay to the Service Provider consideration more particularly described in **Annexure-11** attached herewith for the Services provided under this agreement, subject to the deduction of applicable taxes at source as per the provisions of law.

2.2 For the satisfactory Services provided, the Service Provider shall raise the bill and submit the invoice in respect thereof by the Sth day of the next month. TML shall verify the bills submitted by the Service Provider and release the payments of undisputed bills within 30 (thirty) days from the date of submission of bills. However, if, upon verification by TML, the bill is found to be incorrect or inappropriate, the same shall be returned by TML to the Service Provider for correction and revision. The Service Provider shall thereafter submit the revised bill which shall be verified by TML and payments shall be released within 30 (thirty) days of submission of revised bills. TML shall be entitled to set-off the Liquidated Damages, penalties or any other dues of the Execution Partner, against the payment to be made to the Execution Partner. The decision of TML in this regard shall be final and binding upon the Service Provider.

2.3 Goods and Service Tax ("GST") shall be payable extra, as applicable. The Service Provider shall, in the invoice raised on TML, separately show Goods and Service Tax payable on the Services rendered and shall also show other necessary details such as Goods and Service Tax registration no. etc. so as to enable TML to claim credit for the same as per law. The Service Provider shall, further, every month or as and when demanded by TML, provide all the necessary documentary proof evidencing payment of Goods and Service Tax and/or any other tax by the Service Provider to the Government in respect of the Services rendered to TML under this Agreement.

2.4 The Service Provider shall also ensure that GST collected from TML shall be deposited in Government account within due date. In the event of denial of ITC to TML for non-compliance at the Service Provider's end in filing of GST returns, payment of GST to Govt. etc., TML shall be entitled to recover the GST paid to the Service Provider to the extent of ITC denied to the TML along with interest & penalty, if any.

1.5 No other costs, payments and expenses would be borne by **TML**, unless specifically mentioned in this agreement or mutually agreed in writing by TML in advance.

2.6 All liabilities (save the Goods and Service tax, as agreed to be paid) including those from the obligations under any tax / statutory / labour laws arising in connection with or out of the agreement/transaction thereof shall be the sole responsibility of the Service Provider.

- 2.7 Payment of service charges shall be subject to deduction of tax at source as per Income Tax Act, 1961. Applicable Goods and Service tax shall be charged and collected over and above service charges. TML shall provide TDS Certificate to the Service Provider in respect of tax deducted at source.
- 2.8 Both the parties shall carry out the Quarterly reconciliation exercise of the bill raised by Service Provider and the amount paid by TML.
- 2.9 TML reserves the right to assess the impact of GST on the input services and can seek revised offer for the reduction in the agreed price. TML reserves the right to terminate the contract with 1 (one) month notice period if the offered rates are not matching to the TML expectation.
- 2.10 In addition to its other rights TML shall be entitled to deduct from the payment/consideration a sum equal to:
- 2.10.1 @ Rs 10,000/- (Rupees Ten Thousand Only) as per mutual consent in case of any unsatisfactory work or Services provided by the Service Provider after having prior written notice of not less than 14 (fourteen) days to enable the Service Provider cure the unsatisfactory work and the Service Provider being unable to cure such instance of unsatisfactory work.
 - 2.10.2 @ Rs 1,00,000/- (Rupees One Lakh Only) if any deficiency in handling our data, or allowing the same to reach competition. GST as applicable shall be charged extra.
 - 2.10.3 Equal to fees actually received by Service Provider in case of any loss suffered by TML along with applicable GST because of any negligence, theft, commission or omission etc., on part of any personnel/employee of Service Provider and assignable to the Service Provider.

3. TERM & TERMINATION:

3.1 TERM:

This Agreement shall be effective from 7th October 2022 and shall be valid till 6th October 2023 unless terminated earlier in accordance with the terms of this Agreement. This Agreement can be renewed for further terms on such terms as mutually determined between the parties in writing. This Agreement shall come to an end upon termination, expiry of its Term and/or renewal period thereof.

3.2 TERMINATION:

- 3.2.1 This Agreement may be terminated by either Party without assigning any reason by giving 30 (thirty) days' notice in writing to other Party.
- 3.2.2 If either Party ("Defaulting Party") is in breach of any of the terms, conditions and covenants of this Agreement, the other Party ("Non- Defaulting Party") shall give to the Defaulting Party a written notice of 30 (thirty) days to remedy the breach. If the Defaulting Party is unable to remedy the breach within 15 (fifteen) days, then the Non- Defaulting Party shall be entitled to terminate this Agreement by giving 7 (seven) days' notice in writing to the Defaulting Party.
- 3.2.3 This Agreement may be terminated at any time by the mutual consent of the Parties.

12.A Notwithstanding the above said, TML shall have the right to terminate this Agreement forthwith in case of happening or occurrence of the following events:

- 3.2.4.1 In case of any change in the structure, constitution, control and management of the Company or if a petition for initiation of Corporate Insolvency Resolution Process/winding up is presented in any Court/Tribunal, against Service Provider or a resolution is passed to wind-up the business of Service Provider.
- 3.2.4.2 In case of any change in the constitution of the Service Provider for any reasons whatsoever.
- 3.2.4.3 Insolvency of Service Provider or if the audited financial results of the business of Service Provider disclose that the total liabilities of the business of Service Provider exceed all its assets.

- 3.2.4.4 Prosecution for any offence of Directors of Service Provider.
- 3.2.4.5 If Service Provider enters into an arrangement or composition with its creditor(s) or if a Receiver of Service Provider's property or any part thereof, is appointed.
- 3.2.4.6 If Service Provider makes false claim/s towards refunds, credits, warranty, claims, representation, declaration or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by TML or if the Service Provider fails to make full and correct disclosure of current financial position or status of the business or other pertinent details at the time of appointment or failing to intimate TML particulars of any change in the status, constitution, management of the Service Provider.
- 3.2.4.7 Failure of Service Provider to obtain or maintain any license or the suspension or revocation of any license necessary for the conduct of the business of Service Provider pursuant to this Agreement.
- 3.2.4.8 If Service Provider commits any violation of any laws, rules or regulations of the land.
- 3.2.4.9 If the appointment or continuance of Service Provider under this Agreement is likely, in the sole opinion of TML to result in loss of goodwill or reputation of TML.
- 3.2.4.10 If TML loses the trust and confidence in Service Provider due to any of its commissions or omissions.
- 3.2.4.11 If Service Provider or its agents, associates, workers or employees commits any misconduct, lacking in good faith, fraud, cheating, theft, misappropriation and the like.
- 3.2.4.12 In the event of any lawful authority ordering TML to terminate this Agreement.
- 3.2.4.13 In the event of the failure of the Service Provider to render effective, equitable and adequate services or failure to carry out any stipulation contained in this Agreement for 7 (seven) days after being required in writing to do so by TML.

3.3 CONSEQUENCES OF EXPIRY OR TERMINATION:

In the event the Agreement is expired or terminated in any manner whatsoever, the following shall be the consequences:

- 3.3.1 All the rights of the Service Provider under this Agreement shall cease and TML shall not be liable in any manner for any damages or claims of any nature, whatsoever, or payment of compensation by reason of cancellation or termination of this Agreement for any reason, whatsoever. Service Provider hereby waives any claim to receive any compensation as a consequence of the termination of this Agreement for any reason whatsoever.
- 3.3.2 The provisions of this Agreement shall, to the extent stated or necessarily implied, survive the expiry or termination thereof.
- 3.3.3 Cancellation, termination or expiration of this Agreement shall not relieve or release either Party from making payments which may be owing to the other party under the terms of the Agreement.
- 3.3.4 Service Provider shall forthwith, upon expiry or early termination of this Agreement, at its own expense, diligently return to TML all logos, brand creatives, banners, documents, and all other materials provided by TML to the Service Provider for providing Services under this agreement. Failure to comply with this clause shall render the Service Provider liable to pay token liquidated damages of Rs. 1000/- per day for each day of default/ failure to TML on demand, without prejudice to TML's other rights and remedies under the law.

4. OTHER TERMS AND CONDITIONS:

4.1 This agreement together with all the annexures, schedules and/or appendices constitutes the entire agreement and understanding between the parties hereto and supersedes all oral and written representations and agreements between the parties relating to the subject matter thereof.

4.2 The list of Annexures for the purpose of this Agreement is mentioned below:

- I. Annexure I - Scope of Services and Obligation of the Service Provider
- II. Annexure II - Payment Schedule
- III. Annexure III - Business Terms & Conditions
- IV. Annexure IV - Proposal
- V. Annexure V - Tata Motors Suppliers Code of Conduct

In witness of the above, the respective parties have entered into agreement on the date first above mentioned.

For
TATA MOTORS LIMITED



For
Lemon Yellow LLP

Name: Mr. Kaushal

Name: Mr. Amit Bhambere

Designation: Co-Founder & Head of Design

Tata Motors Limited
Commercial Vehicle Business Unit

Witnesses:

Witnesses:

Name: P. Kar (Prakash Kar)
01/11/22

Name:

Designation: Senior Manager

Designation:

Senior Manager

ANNEXURE-1

SCOPE OF WORK

This Statement of Work ("SOW"), effective as of 13th October 2022 ("SOW Effective Date"), is issued pursuant to and in accordance with all terms of the Services Agreement, dated 12th January 2023 ("Agreement"), between TML ("Client") and Lemon Yellow LLP. ("Service Provider") (collectively the "Parties"). Capitalized terms forth in thisSOW shall have the definitions ascribed to them by the Agreement or shall be defined by the terms and conditions set forth herein.

PROJECT-WEBSITE REDESIGN

Services to be performed: Service Provider will redesign the TATA Motors website for TML involving design and frontend development+ CMS development in Drupal of all the 33 pages of the website for web, mobile & tablet delivered in the timeline of 3 months (60 business days). More specifically described in the Proposal acknowledged and agreed upon by both the Parties. A copy of the Proposal is annexed hereto at Annexure IV.

Term:The term of this statement of work shall commence on the SOW Effective Date and continue until completion of services as described herein, unless extended or terminated earlier by either Party pursuant to the Agreement or as otherwise provided in this SOW.

ANNEXURE-11

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In consideration of the Service Provider's performance of the Services hereunder, TML shall pay to the Service Provider the Fees of INR 23,00,000/- (Rupees Twenty-Three Lakhs Only). The Fee is inclusive of all costs and expenses.

The Fees shall be paid as per the following schedule:

15 %of the total fees shall be invoiced as an immediate payment. The invoice shall be payable on immediate basis after its receipt from the Service Provider.

30% of the total fee shall be invoiced after approval of IA to the satisfaction of TML. The invoice shall be payable within 30 days after its receipt from the Service Provider.

35%of the total fee shall be invoiced after completion of design to the satisfaction of TML. The invoice shall be payable within 30 days after its receipt from the Service Provider.

10% of the total fee shall be invoiced after the completion of the project to the satisfaction of TML. The invoice shall be payable within 30 days after its receipt from the Service Provider.

The balance 10 % of the total fee shall be invoiced after the 2 weeks tech support to the satisfaction of TML, The invoice hall be payable within 30 days after its receipt from the Service Provider.

ANNEXURE-111

BUSINESS TERMS

1. QUALITY OF SERVICES:

- 1.1 Service Provider shall provide high level/quality of Services to the satisfaction of TML and shall ensure that the standard of performance of such Service shall be commensurate with similar services rendered by other reputed specialized service providers.
- 1.2 Quality of Services and delivery of Services on time shall be the essence of this Agreement. The Service Provider shall provide the Services as per the specified Quality given by TML which the Service Provider shall not be entitled to change at any stage. Failure on the part of the Service Provider to comply with this clause shall constitute a breach of this Agreement.

2 RELATIONSHIP:

- 2.1 This Agreement has been entered into and executed by the Parties on a Principal-to-Principal basis and is a contract for service. There is no express or implied relationship of employer and employee between Service Provider's employees/personnel/ representatives and TML. Service Provider, its employees, agents and representatives shall provide Services as independent contractor and nothing contained herein shall be deemed to create any partnership, joint venture between the Parties or a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between TML and Service Provider and/or its representatives, employees and agents.
- 2.2 The Service Provider's employee /personnel shall be the employees of the Service Provider at all times and shall not be entitled to any emoluments or benefits whatsoever from TML. The Service Provider shall be liable in respect of such persons regarding payment of wages, bonus, PF, Gratuity, ESI, Leave and Workmen's Compensation for accidents, etc. and the Service Provider agrees to keep TML indemnified in this regard. In case, any demand is raised by any person engaged by the party as regards any of the above, TML reserves the right to contest the same or to settle the same at the cost, risk, responsibility of the party.
- 2.3 Service Provider specifically agrees that it has been appointed on a Non-Exclusive basis and TML shall have the option to appoint any or more Service Providers for similar services.

3 REVIEW MECHANISM:

- 3.1 TML shall at regular intervals conduct audit/review and satisfy itself with respect to the quality of services rendered and indicate to the Service Provider of any shortcomings/defects in the performance deliverables. The Service Provider shall, under intimation to TML undertake prompt action to rectify such defects/shortcomings indicated by TML and any failure to do so shall constitute a material breach of this Agreement.
- 3.2 The Service Provider shall ensure maintenance of all such records/ log books as may be prescribed in writing by TML from time to time.
- 3.3 The Service Provider shall also be responsible for generation and distribution of various reports, statements, information, etc. in such formats, for such periods, to such persons as may be conveyed in writing by TML from time to time.
- 3.4 The Service Provider shall on or before the due date as may be conveyed in writing by TML from time to time, forward to the concerned person of TML all reports, statements, information etc. generated by the Service Provider under this clause.

4 STATUTORY COMPLIANCES:

- 4.1 Service Provider shall comply with all applicable statutes, including but not limited to Municipality laws, rules and regulations, provisions of the Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act, 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Leave and Workmen's Compensation for accidents, etc. Service Provider shall maintain such records and registers and obtain such licenses or registrations as required by the law. TML shall not be liable in any manner whatsoever for any non-compliance on part of Service Provider of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by Service Provider.
- 4.2 The Service Provider shall obtain an Insurance policy to cover its employees/ personnel in respect of injuries and for any claims arising under the Workmen Compensation Act, 1936. Service Provider shall from time to time, keep the said policy renewed and furnish a copy of the same to TML.
- 4.3 Service Provider shall take necessary approvals from all Statutory Authorities for providing services under this Agreement.
- 4.4 Notwithstanding anything contained under this agreement, it is the sole responsibility of Service Provider to comply with all applicable statutes.

5 REPRESENTATIONS & WARRANTIES:

- 5.1 Each of the Parties represents and warrants in relation to itself to the other that:
 - 5.1.1 It has all requisite power and authority to execute, deliver, bind itself and perform its obligations under this Agreement;
 - 5.1.2 It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the Services as provided for in this Agreement.
 - 5.1.3 It will provide such cooperation as Service Provider reasonably requests in order to give full effect to the provisions of this Agreement.
 - 5.1.4 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any existing Agreement with any other party, provisions of any law, bye law, charter, regulation, or any other governing authority of the party.
- 5.2 **Service** Provider further represents and covenants as follows:
 - 5.2.1 It has the requisite skills, experiences, service providing abilities, mobility and communication modes required to efficiently perform and conduct the Services for TML.
 - 5.2.2 It will perform its obligations under this Agreement in compliance with all-applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder.
 - 5.2.3 It will perform the Services with requisite care and skill and as per the written instructions given by TML from time to time.

6 INDEMNIFICATION:

Either Party ("Defaulting Party") shall always keep the other Party indemnified for all losses which the other Party might suffer due to any act or forbearance on its part in contravention of any laws, rules, guidelines or any other of the acts or deeds of the Defaulting Party.

The Service Provider shall indemnify and hold harmless TML against any losses attributable to the Service Provider's breach of the Agreement, non-compliances under law and false representation and warranties.

Service Provider hereby indemnifies, holds harmless and undertakes to defend TML against all costs howsoever arising, with regard to:

- 6.1.1 This agreement including any loss, theft or damage to the life and/or property of the employees of TML and /or the property of TML caused by the fault, negligence or lapse on the part of the Service Provider or any of their employees.
- 6.1.2 Taxes (and interest or penalties assessed thereon) against TML that are obligations of Service Provider pursuant to this Agreement.
- 6.1.3 Any death, injury or bodily harm, accident suffered or caused by the employee/ personnel of Service Provider during the course of delivery of Services.
- 6.1.4 Breach, by the Service Provider or its employees, of any and all local/state/Central Governments' laws, Rules, etc. and pertaining to the business contemplated by these presents. In the event of any non-compliance or contravention of the provisions of such laws due to failure or negligence of the Service Provider, it shall remain fully liable and shall also keep TML fully indemnified against any cost arising thereof.
- 6.1.5 Any/ all claims of/ by its employees raised on TML including but not restricted to the claims under the Workmen Compensation Act, 1923; Payment of Wages Act; Payment of Bonus Act; Employees Provident Fund Act; Payment of Gratuity Act, Minimum Wages Act, Employees State Insurance Act, occupational health and safety or any other Act(s) or Statutory Modifications thereof or in respect of any claim, damages or compensation under Labour Laws or any other Laws or rules made thereunder, by any person whether in the employment of Service Provider or not, who provided or provides the said services under this Agreement.
- 6.1.6 Claims by government regulators or agencies, municipalities, nagar panchayat/s and other statutory authorities for fines, penalties, sanctions or other remedies arising from or in connection with Service Provider's failure to comply with its regulatory requirements.
- 6.1.7 Any claim on account of breach of confidentiality as a result of acts of omissions or commissions of Service Provider's personnel/ employee.
- 6.1.8 Any false warranties or representation given under this Agreement.
- 6.1.9 Any unauthorized use of TML's Trademarks by the Service Provider or any third party claims for infringement of intellectual property rights in the Product/Application.
- 6.1.10 Failure to comply with the provisions of this Agreement.

7 INTELLECTUAL PROPERTY RIGHTS:

Service Provider warrants to the best of its knowledge and belief that the development of any product/Application for TML shall not infringe the Intellectual Property Rights of any third party and that the Service Provider does not knowingly or unknowingly imitate the style, or concept of any existing third party.

All rights in the product/Application including but not limited to the Intellectual Property Rights in the product/Application shall vest with TML. Service Provider shall render necessary assistance to transfer the rights in the product or Application to TML. The Service Provider shall, notwithstanding the above, continue to own its pre-existing or individually developed trade secrets, patents, copyrights or its other Intellectual Property that are developed independently without use of any Confidential Information or intellectual property belonging to TML.

TML may grant a non-exclusive, non-sub-licensable, royalty free, non-transferable right to Service Provider to use the trademarks, trade names, service marks and logos of TML ("Trademarks") for the purpose of this Agreement and till the duration of this Agreement, subject to the Service Provider seeking prior written permission from TML for the usage of TML's Trademarks. The Permission of TML shall be given in writing. After the expiry of this Agreement, the Service Provider shall not use any Intellectual Property of TML, in any manner whatsoever. TML shall also not use Service Provider's Trademarks without their prior written consent.

Each Party agrees and undertakes that it shall not claim or assert any title to or over all or any of the Other Party's Trademarks or any combination thereof or take any action which shall or may impair any right, title or interest in or to the Other Party's Trademarks.

The Service Provider will set up and maintain a database containing or a written record of all work done as well as an accurate and up to date details of all licenses and consents procured for TML, including the full terms and conditions, and will provide details of relevant licenses and consents to TML either on request or if it comes to the Service Provider's attention that TML is proposing to make further use of any copyright or performance to which the licenses and consents relate. Upon expiry or termination of this Agreement for any reason the Service Provider will supply to TML a copy of the said database.

Nothing contained herein shall constitute an Agreement to transfer or license or to grant ownership of any copyrights, trademark rights and/or any other Intellectual Property Rights of TML to the Service Provider.

Service Provider shall not use the TML's logo, product image and related information for any purpose other than the services defined in present Agreement.

For the purpose of this clause, "Intellectual Property" means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, rights of confidential information and all other intellectual property. While "Intellectual Property Rights" means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).

Any violation of this clause shall result in the breach of the terms of this Agreement. This Clause shall survive post termination of the Agreement.

8 CONFIDENTIALITY:

- 8.1 The Service Provider, its personnel, employees, representatives, agents, etc. shall, during the period of this Agreement, have access to any information or tangible or intangible data including but not limited to TML's policies and operations which are of a confidential nature ("Confidential Information"). Upon termination of the Agreement, all such documents or information shall be immediately returned by the Service Provider to TML. The Service Provider, its personnel, employees, representatives, agents, etc. shall not disclose such information/ data to any third party, during the subsistence of this Agreement and even after expiry or termination of this Agreement.
 - 8.2 Notwithstanding the other provisions of this paragraph, neither Party shall be prevented from disclosing confidential information: (i) that, at the time of disclosure, was in the public domain, (ii) that was lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement with either Party, (iii) that is disclosed with the Parties' prior written approval or (iv) to the recipient Party's attorney, auditors, insurers, subcontractors and employees who have a need to access such confidential information in connection with their employment (or engagement, if applicable) by the recipient Party; (v) that is in response to valid legal process, whether issued by a Court or administrative or regulatory body. If confidential information is required to be disclosed pursuant to a requirement of a legal process, the Party required to disclose the confidential information, to the extent possible, shall provide the other Party with timely prior notice of such requirement and shall coordinate with such other Party in an effort to limit the nature and scope of such required disclosure.
 - 8.3 Upon written request at the expiration or termination of this Agreement for any reasons as provided for in the Agreement, all such documented confidential information (and all copies
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thereof) owned by the requesting Party will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party, provided that Service Provider may retain, in the sole custody of its Legal Counsel's Office, certain categories of confidential information identified to the requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial or operational auditing purposes. Any residual retention will remain subject to the confidentiality obligations under this Agreement. When such retained information is no longer reasonably required, it shall be returned to TML or will be destroyed, with written certification thereof to TML.

9 NOTICES:

- 9.1 All notices, requests and other communications which shall be or may be given pursuant to this Agreement shall be sent by registered mail and/or personal delivery and/or courier and shall be addressed to the Parties hereto at their respective offices set forth in the premise of this Agreement.
- 9.2 Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other Party's address.
- 9.3 Any alteration or change in the addresses of each of the Parties hereto shall be notified in writing to the other Party hereto without undue delay.

10 WAIVER:

Failure of either Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given,

11 SEVERABILITY:

If any provision of this agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

12 ASSIGNMENT AND SUB CONTRACTING:

The rights and obligations of the Service Provider assigned hereunder are specific to the Service Provider and the Service Provider shall not, without TML's prior written consent, assign, change or otherwise transfer, delegate or share any provision of this Agreement to any third party whatsoever. Further, the Service Provider shall not sub contract this Agreement without prior written permission of TML.

13 NOTHIRD.PARTY OBLIGATION:

- 13.1 Nothing in this Agreement is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness of any kind in the name of, or on behalf of the other Party or to act for or be responsible for the performance of the other Party in any manner except and to the extent expressly provided in this Agreement.
- 13.2 Notwithstanding anything contrary contained herein, the Service Provider shall not, without TML's prior specific approval/consent in writing, assume or create any obligations on TML's behalf or incur any liability on behalf of TML or in any way pledge or purport to pledge TML's credit or accept any contract binding upon TML.

14 AMENDMENT:

No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing with specific reference to this Agreement and executed by the Parties hereto.

15 SURVIVAL:

Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive, including, but not limited to, those arising from the Confidentiality, Indemnification and other obligations and liabilities arising out of this Agreement.

16 FORCE MAJEURE:

Neither Party shall be liable to pay damages to the other Party for earlier termination of this Agreement or non-performance of this Agreement solely for reasons attributable to Force Majeure i.e. any circumstances which is beyond the reasonable control of any Party including, without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, fire, explosion, flood, earth quake, adverse weather, epidemic, pandemic including Covid 19, or other natural physical disaster, strike, lockout or other form of industrial action, any treaty between the governments of nations which does not permit performance of the services {"**Force Majeure Event**"}).

17 COUNTERPARTS, CAPTIONS & REFERENCES TO STATUTES OR STATUTORY PROVISION:

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions and headings are for convenience of reference only and shall not be used to construe or interpret this Agreement. References to any statute or statutory provisions shall be construed as references to such statutes or statutory provision as existing or as subsequently amended or re-enacted or as is modified in their application by any other statutes or statutory provision {whether before or after the date hereof) and shall include any modification or re-enactment thereof and shall include subordinate legislation or rules made under the relevant statute.

18 MISCELLANEOUS:

- 18.1 At no point of time shall the Service Provider has/deem to have any right, lien, interest, charge, etc on any and all information/documents/records received from TML or those meant for TML as per this Agreement, for any reason whatsoever. It is understood that TML shall have ownership of the same at all times and the Service Provider shall be a trustee of the same for the benefits of TML.
- 18.2 In the event of expiration or any termination of this Agreement in whole or in part, the provisions contained with regard to "Representation & Warranties" "Indemnification", "Confidentiality" "Statutory Compliances" and "Consequences of Termination" shall survive and continue in effect and shall insure to the benefit of and be binding upon both the Parties and their legal representatives, heirs, successors and assigns.
- 18.3 Being just, fair and proper to all in all aspects of its conduct, as enshrined in the Tata Code of Conduct, is an article of faith with TML. Service Provider as a business associate of TML shall, not only subscribe to TML's policies and the Tata Code of Conduct in business and its corporate philosophy on social obligations but also support, promote and propagate them in all possible manner. Copy of the Tata Code of Conduct is attached as **Annexure 'IV'** hereto, which will form part of this Agreement.
- 18.4 Service Provider shall not, in the conduct of his business, make any payments to an officer, employee, official agent of a government or public international organization or any department, agency or instrumentality of the same, political party or party official, candidate for political office or any other person (eg. a local agent, intermediary of business partner) knowing that all or part of payment will be offered, given or promised, directly or indirectly, to any of the persons mentioned earlier herein for the purpose of obtaining or retaining business under

this Agreement by influencing any act or decision of an official in his or her official capacity, including the official to do or omit to do any act in violation of his or her lawful duty, securing any improper advantage including an official to use his or her influence improperly to affect or influence any act or decision. Any attempts to provide such personal gratification to any TML employee will be viewed in a very serious manner and where there is confirmation of such instances, it may lead to:

- (a) Cessation of all business dealings with TML.
- (b) Blacklisting with TML and its associates for any future business.
- (c) Levy of a financial penalty.
- (d) Reporting of matter to law enforcement agencies.
- (e) Appropriate legal action, where necessary.

Service Provider shall promptly notify TML if it comes to know or has any reason to believe that it or its employees or affiliate has violated any anti bribery laws referred to above. The knowledge standard for this purpose shall include conscious disregard, willful blindness or deliberate ignorance of circumstances that should alert one to the likelihood of anti-bribery, anti-corruption Laws and prohibited business practices violation, as well as actual knowledge. This provision shall survive the termination of this Agreement.

19 NON-SOLICITATION:

No party either alone or in association with others (i) solicit, or encourage any organization directly or indirectly controlled by the either party to solicit, any employee of other party or any of its subsidiaries to leave the employment of other party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by either party to solicit for employment, hire or engage as an independent contractor, any person who is employed/hired by other party or any of its subsidiaries at any time during the term of this Agreement and for a further period of 12 (twelve) months from the date of expiry or termination of the Agreement.

20 LIMITATION OF LIABILITY:

The liability of the Service Provider under this agreement shall be limited to the fees received by it from TML.

21 GOVERNING LAW/ ARBITRATION/ JURISDICTION:

All disputes and/or differences whatsoever arising between the Parties out of or relating to the construction, meaning and operation or effect of this Agreement or breach thereof shall be initially referred to the senior authorized representatives of the respective Parties for amicable resolution through discussions. In the event, the dispute or differences are not settled amicably through discussions within thirty (30) days of referring the dispute to the senior authorized representatives of the respective Parties for amicable discussions, the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Mumbai. The Tribunal shall consist of sole arbitrator, appointed with the mutual consent of the Parties. The language of the arbitration shall be English. The Award made in pursuance thereof shall be final and binding on the Parties. Save as aforesaid, the Courts of Mumbai alone will have exclusive jurisdiction for any legal/ judicial proceedings.

22 STAMP DUTY:

Service Provider & TML shall bear the expenses incurred towards Cost of Stamp Duty and Other Incidental Expenses under this Agreement in equal proportions.

TATA Motors

Website Revamp (Design+ UI Development & backend CMS)
26.09.2022

Amit Bhambere

Lemon Yellow LLP
+91 99206 55166
amit@ly.design

Overview

Team **Lemon** Yellow is very excited to work with TATA Motors to help revamp their website.

This document outlines the Scope, Terms of Engagement, and Commercials.

The business proposition is to:

- Bring in consistency and familiarity
- Increase adoption & engagement
- Make the entire experience light and simple
- Apply industry best practices

Scope of work

To redesign the website using industry best practices that enhance the brand's online presence.

Below mentioned is the detailed scope of work from a design + UI development & backend CMS perspective and anything outside this scope will be considered a change request.

Pages to be redesigned

Main Navigation	Pages
Home	Landing page
	Search Truck/ Buses

Product landing page	
Product detail page	Detail page
	Compare vehicles
	EMI calculator
	Book Test drive (5)
	Book Now (5)
	Add a review (3)
Buy pre owned	
Sell	
Exchange	
Help	
Enquiry (3)	
T&C	
Search	3 states
404, Loading states & error pages	3 states
TOTAL	33 pages

Note: The above mentioned list of screens to be designed are as per the current site and will change after the IA is made.

UI Development SOW

Below is the detailed scope of work from an overall UI development perspective and anything outside this scope will be considered as a change request. Team **Lemon Yellow** will be using HTML CSS as the development technology.

1. Home
 - 1. Featured trucks andbuses
 - 2. Slider of clients' testimonials
 - 3. List of services
2. Product landing page
 - 1. Product category
 - 2. Product listing

3. Product description page

1. Product details
2. Compare vehicles: 2 selected products will be compared at a time.
3. EMI calculator
4. Book test drive
5. Book now
6. Add a review
7. Review details

4. Help

1. **FAQ's** accordion
2. Office address

5. Terms and conditions

1. **A** separate page for all the terms and conditions will be displayed in textual format.

6. Checkout

1. Selected product details
2. Booking amount details
3. Personal details.
4. Additional Details (Dealer, Application, Finance, Leasing interest)
5. CTA to payment gateway

7. Buy Pre-Owned Truck

1. Procedure of buying a pre-owned truck will be shown in a textual and video format
2. Form **with Name**, Mobile Number, Email Address, State, City/Town, Vehicle type and Vehicle Registration Number fields

8. Sell Your Truck

1. Procedure of selling your truck will be shown in a textual and video format
2. Form with Name, Mobile Number, Email Address, State, City/Town, Vehicle type and Vehicle Registration Number fields.

9. Exchange Your Truck

- 1, Procedure of exchanging your truck will be shown in textual and video forms
2. Form with Name, Mobile Number, Email Address, State, City/Town, Vehicle type and Vehicle Registration Number fields.

Backend CMS - SOW

Below is the detailed scope of work from an overall backend CMS perspective and anything outside this scope will be considered as a change request. Team **Lemon Yellow** will be using Drupal as the development technology.

- **Admin panel** - Admin can add, update, delete products. Admin can also change the content of the website.

- **Language** - Language change feature for changing 6 languages will be provided using google translate API.
- **Brochure download** - Users can download the product brochures. Admin can change banners for promotion.
- **Dealer** - Customers can choose the dealer as per the location convenience and the payment is directly sent to the dealer, no middle man from TATA.

Project assumptions

To understand the project better the frontend development team, have to make certain assumptions which are as follows:

- Users for the interviews will be provided by **TATA Motors**.
- The medium of the interviews will be according to the location of the users.
- All the expenses related to outstation user interviews to be borne by **TATA Motors**.
- The website will be responsive. Responsive screens will support desktop (1240-1920px}, tablet (768px - 1024px) and mobile (360px - 414px) viewports.
- The website will support the latest versions of Google Chrome, Mozilla Firefox, Microsoft Edge and Safari.
- Domain and hosting will be handled by the client.
- **TATA Motors** to give approval on all the shared deliverables within 2-3 working days. Post that the observations/changes will be considered under change request.
- Above mentioned scope is based on the requirements received from **TATA Motors**.
- No functionality (Eg, search, filter, pagination, etc.) will be included while developing the HTML CSS files.
- **Backend CMS** - in **Drupal**
 - Payment gateway - Existing payment gateway will be used in this project provided by team **TATA Motors**.
 - Vehicle SKU's - It will be handled by team **TATA Motors**.
 - Invoice - It is generated from TATA Motors CRM. It will be handled by team **TATA Motors**.
 - All the database related activities will be handled by team **TATA Motors**.

Technologies used

Below is the list of technologies that will be used to complete the front-end development of the project.

Software	Role
Figma	Design tool is entirely vector-based and focused on user interface design.
HTML, CSS	UI development
Drupal	Backend CMS

Resources involved:

Resource	Rote
3 UI/UX Designers	For executing the design of the screens.
3 Developers	For executing the HTML CSS & backend CMS development in Drupal
1 Design lead	For overlooking the project and giving approval
1 Tech lead	For overlooking the project and giving approval
1 UX researcher (as needed)	For research & competitive analysis
1 Visual Designer (as needed)	For the illustrations & icons.
1 UX writer (as needed)	For writing the copy of the entire site
1 POC	For updates and communication as needed.

Deliverables.

- 1. Website revamp (design + UI development) of **33 pages** for web, mobile & tablet.
- 2. HTML CSS development files of the above mentioned screens.
- 3. Backend CMS admin panel created in Drupal.
- 4. **2** weeks tech support post the final delivery of the project.

Project flow

Below mentioned is the project flow that will be used for the completion of the project.

Design Process

- 1. UX Audit of the current website
- 2. Competitive Analysis
- 3. Onboarding workshop
 - 1. Stakeholder interview
 - 2. Requirement gathering
- 4. Audience/User research & interviews (10 user interviews)
- 5. Information Architecture & Data design
- 6. Wireframes for key screens
 - 1. Landing page

- 2. PDP
- 3. PLP
- 7. Stylescapes
- 5. Visual design - Homepage
- 9. Design system for UI UX
- 10. Approval of the concept & design direction
- 11. The visual design of the rest of the screens (Mobile & desktop). These can be batches which can be defined as we go ahead with the strategy
- 12. Periodic UTs & iterations

Development Process

- 1. Requirement gathering
- 2. Planning
- 3. Project setup
- 4. Development
- 5. Testing
- 6. Bug fixes
- 7. Final delivery

Project Timeline

Lemon Yellow will complete the entire project and hand over the files to TATA Motors in 3 months (60 business days)

Timeline breakup.

Deliverables	Month 1	Month 2	Month 3
Research + Design			
UI Development+ CMS panel			

Commercials

Requirement	Pricing
Website redesign of 33 pages for desktop, mobile & tablet	INR 23,00,000/-

(Design + UI development + backend CMS)	
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Payment Terms:

- 15% Immediate Payment
- 30% after approval of IA
- 35% after completion of design
- 10% on the handover of the project files
- 10% after the 2 weeks tech support
- 18% GST Applies

Terms and assumptions

- Design would be executed from **Lemon Yellow** premises.
- **Lemon Yellow** will work for 5 days a week from Monday to Friday between the hours of 9:30 am to 6:30 pm.
- Content & design requirements to be provided by **TATA Motors**. (If any, before the start of the project)
- Work priorities & project deliveries will be finalised jointly before the start of the project. **Lemon Yellow** will work on one projecVtask at a time.
- **Lemon Yellow** will revamp the website as per the deliverables & timeline mentioned above in the scope of work & project timeline.
- **Lemon Yellow** will be conducting 10 user interviews and users to be provided by **TATA Motors**.
- The medium of the user interviews will be according to the location of the users.
- All the expenses related to outstation user interviews to be borne by **TATA Motors**.
- **Lemon Yellow** will take 2 iterations on the design of the pages mentioned above.
- **TATA Motors** will provide appropriate notice to **Lemon Yellow** about the work coming down the pipeline. Otherwise, additional last-minute rush charges/fees can apply.
- **TATA Motors** nominated Point-of-Contact would be appropriately authorised to take decisions, provide clarifications, accept solutions, take delivery, provide sign-offs and authorise various project activities and commercial invoices in a timely manner.
- Any 3rd party requirements would be charged extra with a 15% agency commission. (Photography, video shoots, Printing, Stock Image purchasing & Video/audio editing, etc)

- Material, brief to be provided by **TATA Motors**. If the scope of work exceeds what's decided, it would be considered a changed request, and the timelines and commercials would change accordingly.
- The website will be responsive. By responsive we mean it will support desktop (1240 - 1920px), tablet (768px - 1024px) and mobile (360px - 414px) viewports.
- The website will support the latest versions of Google Chrome, Mozilla Firefox, Microsoft Edge, and Safari.
- Hosting will be done by **TATA Motors**.
- **TATA Motors** to give approval on all the shared deliverables within 2-3 working days. Post that the observations/changes will be considered under the change request.
- If the page count increases beyond 33 **pages**, then **Lemon Yellow** will notify the same to **TATA Motors** in advance and charge extra for every page designed & which will be added to the actuals.
- **Lemon Yellow** will provide tech support for **2 weeks** post the final delivery of the project.
- All delayed payments will be charged interest at the rate of 18% p.a.
- This proposal is valid for 1 week from the date of release.
- Applicable Taxes & levies extra.



LEMON YELLOW LLP

We design digital happiness

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ANNEXURE-V

TATA CODE OF CONDUCT

TATA MOTORS SUPPLIER CODE OF CONDUCT

The Tata Code of Conduct (TCoC) represents the values and core principles that guide the conduct of every Tata business. At the Tata Group, we are committed to improve the quality of life of the communities we serve globally through long-term stakeholder value creation based on 'L'ed r hi with Tru t'. Tata Motor Limited (TML) has epitomized the true spirits of ethics in its interactions with all its stakeholders - be it the Customers, Suppliers, Employees, Shareholders, the Government or the Society at large.

TML follows the Tata Code of Conduct (TCoC) globally and expect all Suppliers to adhere to the same principles of TCoC.

"Supplier" here means any business, company, corporation, person or other entity that provides, sells or seeks to sell, any kind of goods or services to TML, including the Supplier's employees, agents and other representatives.

1) Products and Services

The Suppliers shall be committed to supplying products and services of high quality that meet all applicable standards. The products and services offered shall comply with applicable laws, including product packaging, labelling and after-sales service obligations. The Supplier shall market its products and services on their own merits and not make unfair or misleading statements about the products and services of competitors.

2) Regulatory Compliance

The Supplier shall comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which it operates.

3) Bribery and Corruption

The Supplier shall not engage in any form of bribery or corruption.

4) Human Rights

- a) The Suppliers shall not employ children at their workplaces.
- b) The Suppliers shall not use forced labour in any form.

S) Gifts and Hospitality

Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. Therefore, gifts and hospitality given or received should be modest in value and appropriate, and in compliance with TML's Gifts and Hospitality policy.

The Suppliers shall neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of its business with TML.

6} Health and Safety

The Suppliers shall strive to provide a safe, healthy and clean working environment for its employees.

7) Environment

The Supplier shall strive for environmental sustainability, particularly with regards to the emission of greenhouse gases, consumption of water and energy and the management of waste and hazardous materials. The Supplier shall endeavor to offset the effect of climate change in its activities.

8) Conflict of Interest

The Supplier shall not engage into a financial or any other relationship with a TML employee that creates any actual or potential conflict of interest for TML. The Supplier understands that a conflict of interest arises when the personal interests of the TML employee are inconsistent with the responsibilities of his/her position with the Company.

All such conflicts must be disclosed. Even the appearance of a conflict of interest can be damaging to TML and to the Suppliers, and are to be disclosed and approved in advance by TML management.

9) Third Party Representation

- a) The Supplier shall represent our Company (including Tata brand) only with duly authorized written permission from our Company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.
- b) The Supplier shall safeguard the confidentiality on the use of intellectual property and data of TML.

10) Protecting Company Assets

The assets of TML shall not be misused; they shall be employed primarily and judiciously for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources as well as intangible assets such as proprietary information and intellectual property.

11) Reporting Violations

The Supplier shall notify TML regarding any known or suspected improper behavior by the supplier relating to its dealings with TML, or any known or suspected improper behavior by TML employees by email to: ethicsoffice@tatamotors.com

Reported violations will be treated confidentially without retaliation.

TML Supplier Code of Conduct Compliance Commitment

We hereby confirm that we have received the TML Supplier Code of Conduct and commit to comply with it in letter and in spirit. We are also aware that these clauses/provisions form an integrated part of Suppliers agreement, signed with TML.

We understand that TML reserves the right, upon reasonable notice, to check compliance with the requirements of Supplier Code of Conduct.

We understand that TML encourages its Suppliers to implement their own binding Code of Conduct and agree that we will be responsible for complying obligations under this code. Failure to adherence to this code would attract the disciplinary consequences.

Tata Code of Conduct

Service Provider is aware that the business activities of TML and its Service Providers are self-regulated by the Tata Code of Conduct, which is incorporated by reference in this Annexure. The Tata Code of Conduct can be accessed at <http://corp-content.totamotors.com.s3-ap-southeast-1.amazonaws.com/wp-content/uploads/2015/10/tata-code-of-conduct.pdf>.

The Service Provider acknowledges that the Service Provider has been able to access the same on the TML site and further that the same has been also been read by the Service Provider. The Service Provider undertakes to support, promote and propagate the Tata Code of Conduct in all possible manner in his business transactions with TML, at all times. The Service Provider acknowledges that the breach of the provisions of the Tata Code of Conduct will lead to termination of the relationship between TML and Service Provider without any responsibility on TML to compensate the Service Provider in any manner whatsoever.

In confirmation, we, **Lemon Yellow LLP** have put our signature on this Annexure.



Signature of the Service Provider
(Mr. Amit Bhambere)

Witness:

Name:

Designation:

Company Name _____

Authorized Signatory
With Company Stamp
() _____

Place _____
Date _____