

2. **PAYMENT:** Vendor shall make all payment for such assistance services policies issued on behalf of ICPL. This payment shall be transferred/ credited to bank account of ICPL with in stipulated time/ \_\_\_\_\_ days after issuing a service policy document on ICPL online platform. Vendor shall add ICPL as beneficiary as detailed below:-

**Beneficiary name** : Indicosmic Capital Pvt. Ltd.  
**Bank Name** : ICICI Bank Ltd.  
**Bank Branch** : MIDC Andheri (E), Mumbai;  
**Bank Ac Number** : 054405007965  
**IFSC Code** : ICIC0000544  
**ICPLGST No.** : 27AAECI3370G1ZN

3. **FEES:** For Services satisfactorily rendered, ICPL shall pay Vendor such fees as are mutually agreed between the Parties (Fees) from time to time. The payment of Fees under this Agreement shall be maximum liability of ICPL under this Agreement. GST or any other tax, if any shall be borne by ICPL subject to Vendor providing the taxable invoice.
4. **TERM:** This Agreement shall be valid for the perpetual period commencing from the effective date of this Agreement, as mentioned at the beginning (first page) of this Agreement.
5. **TERMINATION:** Each Party shall be entitled to terminate this Agreement by giving 30 days prior notice without assigning any reason. ICPL at its sole discretion may terminate this Agreement forthwith if required to do so by any governmental authority. ICPL may terminate this Agreement forthwith by giving a notice in writing to Vendor on the occurrence of any or all of the following events:
- If the Vendor breaches any law, rule or regulation as applicable from time to time;
  - If there is a material change in the corporate form of the Vendor;
  - An order is made by a court of competent jurisdiction for the dissolution or winding-up of the Vendor (otherwise than in the course of a re-organisation or restructuring previously approved in writing by the Vendor, which approval shall not be withheld unreasonably);
  - Any step is taken (and not withdrawn within thirty (30) days) to appoint a liquidator, receiver or other similar officer in respect of any assets of the Vendor.
- 5.1 After termination of this Agreement the Vendor shall provide all the support/assistance/co-operation as may be required by ICPL for ensuring a smooth transfer of the Services being performed by the Vendor pursuant to this Agreement to any third party identified by the Vendor or to ICPL itself, as the case may be. Further, immediately upon termination of this Agreement the Vendor shall return to ICPL all the information/documents/Assets relating to ICPL, provision of the Services to ICPL and all information shared by ICPL with the Vendor.
6. **INDEMNIFICATION:** Vendor shall at its own expense indemnify and hold harmless, and at ICPLs request defend, ICPL and its successors and assigns (and its and their officers, directors and employees) from and against all losses, liabilities, damages, settlements, expenses and costs (including attorneys fees and court costs) (the foregoing, collectively, Claim(s)) which arise directly or indirectly out of or relate to (a) any breach (or claim or threat thereof that, if true, would be a breach) of the terms of this Agreement or any provisions of applicable law by Vendor (b) the gross negligence or willful misconduct of Vendors employees or agents; (c) employment-related claims by Vendors employees or agents; (d) personal/bodily injury and property damage that arise from the performance of the Services; and/or ICPL may, at its option decide the amount of Claim and recover the same from the Vendor including by recovering from the amount, if any payable to the Vendor.
7. **CONFIDENTIALITY:** Vendor undertakes that it shall not reveal, and shall use its reasonable efforts to ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, Representatives) who have access to the Confidential Information relating to ICPL do not reveal, to any third party any such Confidential Information without the prior written consent of the ICPL. The Vendor shall ensure to implement required security policies, procedures and controls to protect the confidentiality

**For MG MOTORS**

**Managing Partner**