

continuity planning (BCP) for the processes provided under the scope of Services herein.

20. Grievance Redressal

Any complaints, abuse or concerns with regards to assistance services and or comment or breach of terms shall be immediately informed to toll free contact information provided on the service contract copy. In case issue needs to be escalated then the Designated Grievance Officer for grievances redressal as mentioned below can be contacted via writing through email signed with the electronic signature at info@indicosmic.com OR write at the below address:-

Mr. Linto Francis

Grievance Redressal Officer
Indicosmic Capital Pvt. Ltd.; 318, 3rd Floor, Summit-Business Bay, Behind Gunnanak Petrol Pump, Off
AndheriKurla Road, Beside Magic Bricks WEH metro stn., Andheri (E), Mumbai-400093.
Tel. No. +9122 2088 0555

21. GOVERNING LAW & DISPUTE RESOLUTION: This Agreement shall be governed by and interpreted in accordance with Indian law. Any Disputes, arising under or in relation to this Agreement if any, shall be referred to the a sole arbitrator to be appointed by ICPL both Parties in accordance with the (Indian) Arbitration and Conciliation Act, 1996 or any amendment thereto. Venue of arbitration and hearings shall be Mumbai, India.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the day and year first above written:-

For MCR Enterprises

For Indicosmic Capital Private Limited

Name: ANU SIKES

Mr. Amit Deep

Designation

Admin Manager

Chief Operating Officer

For MCR ENTERPRISES

Mr. Amit Deep (Admin Manager)

Witness 1) Quil

Witness 2) Quil

Authorized Signature

Authorized Signature

20/07/2017 14:36



Coverage
The territorial scope of the Roadside Assistance Services provided by ICPL shall be only limited to customers



Toll Free
24 X 7 multi lingual support



Random of Battery
In the event the Covered Vehicle having a breakdown due to random of battery, ICPL shall support by arranging vehicle technician to jump start the vehicle with appropriate means. ICPL will bear the labor cost and conveyance charges.



Towing Assistance
In the event that a Covered Vehicle is immobilized due to electrical or mechanical failure, ICPL shall arrange towing of the Covered Vehicle to the nearest authorized outlet. These services shall be provided to the Covered Vehicle if it is located within 50 km from the nearest garage a tire



Emergency Assistance
Medical co-ordination for occupants of the vehicle as a result of accident



Key Lost / Replacement
In the event of Key Lost / Replacement, if possible we will arrange replacement key, else vehicle will be towed to nearest garage as per (7) above



Accommodation Assistance
Arranging for hotel accommodation in case breakdown is reported outside customer's home city. Co-ordination is free and all the related accommodation cost will be borne by the customer



Arrangement of Rental Vehicle
Arranging rental vehicle in case breakdown is reported outside customer's home city. Co-ordination is free and all the related rental vehicle cost will be borne by the customer



Coverage in North East and J&K Coverage in Islands
Due to the extreme geographical conditions, ICPL will not provide RSA services in North Eastern States and Jammu & Kashmir. (Specific cities might be covered based on ICPL's requirement). SLAs will not be applicable for services rendered in these territories. ICPL will not provide RSA services in Islands



Online support for Minor repairs
In the event the Vehicle covered under the Agreement is covered by breakdown, ICPL shall arrange by arranging vehicle technician to the breakdown location. ICPL will bear the labor cost and conveyance charges. Cost of spare parts if required to repair the vehicle on the spot (Outside coverage area) to obtain such material & spare parts will be borne by the Customer



Flat Tire
In the event that the Covered Vehicle has a puncture or tire burst, ICPL shall support the Customer in replacing the flat tire with spare tire. The technician will repair the same at the location of breakdown in case of unavailability of spare tire, ICPL will try to repair the faulty tire. This service is based on the availability of tire repair shop near the location of breakdown. As the cost related to rendering such service will be charged to customers



Urgent Message Relay
Relay of Urgent message to family / friends in case of medical emergency



Fuel Assistance
In the event Covered Vehicle runs out of fuel or stops due to contaminated fuel, ICPL will provide support by arranging up to 2 liters of fuel. The supply of fuel will be based on availability. ICPL will bear the labor cost and conveyance charges. Fuel charges shall be borne by Customer. This service will not be applicable if the vehicle is at Customer residence. This service is based on local availability of fuel



Tire Assistance
In the event that a Covered Vehicle is immobilized due to the breakdown or accident and On-site preliminary support to make the vehicle roadworthy is not possible, ICPL shall arrange and bear the expenses for assisting the Covered Vehicle to the nearest authorized outlet. To help the Customer continue with the journey, ICPL will arrange fuel support to the Customer as per its availability. SLAs will not be applicable for tire assistance and ICPL does not guarantee the quality of tire services



Outward / Forward Journey
Arranging for Outward / Forward Journey in case breakdown is reported outside customer's home city. Co-ordination is free, all the related travel cost will be borne by the customer

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:

- i. If the Vendor breaches any law, rule or regulation as applicable from time to time.
- ii. If there is a material change in the corporate form of the Vendor.
- iii. 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).
- iv. 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 ICPL's 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

Indicosmic Capital Private Limited a Company incorporated under the Companies Act, 2013 and having its corporate Office at 318, 3rd Floor, Summit-Business Bay, Behind Gurnunak Petrol Pump, Off Andheri Kurla Road, Beside Magic Bricks WEH metro sta., Andheri (E), Mumbai-400093 hereinafter referred to as "ICPL", which expression shall, unless repugnant to the meaning and context include and mean their legal representatives, nominees, administrators, permitted assigns etc. of the ONE PART

AND

MCR ENTERPRISES incorporated under the provision of the Companies Act, 2013, having its Registered Office at M-53 PASCHIM VIHAR MEERA BAGH PASCHIM VIHAR T-4/9 MANGOL PURI INDUSTRIAL AREA, hereinafter referred to as the "Vendor", which expression shall, unless repugnant to the meaning and context include and mean their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, permitted assigns etc. as the case may be, being the Party of the OTHER PART;

(ICPL and Vendor are hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS

- A. ICPL is inter-alia engaged in the business as below:-
 1. Providing assistance program, extended warranty program and other movable motorised vehicle related services.
 2. Advertisements in mass media including television, radio, internet, print media etc.;
 3. Printing and publishing of posters, banners, hoardings, pamphlets, hand bills, brochures etc. with slogans, pictures, animated depictions etc. as per the strategies approved by and instructions of the client/customer.
 4. Providing call center support for a products offering
 5. Documentation, Data Entry, Scanning and Storage of data with respect to the aforementioned activities;
 6. Creating awareness and interest in seminars and conferences organized by various companies with respect to its banking/ insurance and service sector. business.
 7. Cross-selling of financial services products e.g. Mutual Funds, Share Trading, vehicle loans, personal loans etc.
- B. Assistance services provided in Schedule A attached to this Agreement (Services).
- C. On the basis of the aforesaid representations and warranties ICPL wishes to engage the Vendor to provide the Assistance Services under the terms and conditions of this Agreement; and

IT IS HEREBY FURTHER AGREED BETWEEN THE PARTIES THAT,

1. **SERVICES:** Vendor shall provide such Services as provided in Schedule A to this Agreement. ICPL may increase or decrease or alter or change the scope of Services from time to time and the same shall be communicated to the Vendor in writing. The Vendor, pursuant to this Agreement, shall not, solicit, negotiate or accept any business or issue other documents in the name of or for and on behalf of ICPL. Vendors such specific request shall be in mutual consent to be listed and such arrangement shall be made in systems there to, else shall not make any promise or representation to or negotiate with clients in respect of any business or claim.

2019/01/31