

This Agreement is made on this 04 of 02 2019(Effective Date), between

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 Gurnanak Petrol Pump, Off Andheri Kurla Road, Beside Magic Bricks WEH metro stn., 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

SHAW WHEELS incorporated under the provision of the Companies Act, 2013, having its Registered Office at **DC 117/1 NARAYANTALA WEST, NARAYANTALA WEST**, 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.

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:-

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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

and security of policyholders information even after the contract terminates. Upon termination of the agreement, the Vendor shall handover all the customer data to the Company and Vendor shall not use the customer data lying in its possession in any circumstances whatsoever.

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8. ICPL shall continue to own and possess all intellectual property rights in the information/documents provided by it to the Vendor at all times, including, after termination of this Agreement.
9. The Parties agree that nothing contemplated in this Agreement constitutes or may be construed to constitute the Vendor as an agent, broker or intermediary of ICPL for soliciting or procuring or marketing the insurance products to any customers, or that there exists a principal-agent relationship between the Vendor and ICPL, or confers any exclusivity to either Party for the arrangements as contemplated herein.
10. The Vendor shall always act in accordance with provisions of applicable law during the course of providing the Services to ICPL and in any matter related thereto.
11. The Vendor shall provide all the necessary support/assistance/co-operation as may be required by ICPL to comply with applicable law or the instructions/directors of any governmental authorities. By the virtue of this agreement vendor is abide by to comply with the provisions of applicable law. Vendor may provide the relevant information/clarification/documents required by the respective authorities from time to time, if any.
12. The Vendor shall not engage directly or indirectly make, offer or agree to offer anything of value to any government official, employee of the Company, political party or official thereof or candidate for government office in order to obtain, retain or direct business to any business enterprise or person, or to obtain an advantage. The Vendor shall be fully responsible for all consequences arising out of a breach or anticipated breach of this condition. No unethical or illegal action shall be performed by Vendor or any of its employee Representatives in relation to performing the Vendors obligations under this engagement Agreement.
13. All work products including any tangible or intangible program etc., which are created under this Agreement shall be owned by the Company. The Service Provider shall ensure to comply with the security standards of the Company for the purpose of the data security and protection of confidential information including the policyholders information.
14. Notwithstanding anything contained in this Agreement, the Company can undertake the services which has been outsourced under this Agreement, exclusively, simultaneously or in such manner as in deems fit. There shall be no obligation on the Company to notify the Vendor for providing any services under this Agreement at any point of time.
15. Vendor shall not subcontract any of the activity under this Agreement without the express prior written consent of ICPL.
16. ICPL /its auditor/representatives/Regulators shall be entitled to inspect/ audit the premises of the Vendor by giving reasonable prior written notice and the Vendor shall provide all related information as may be required by the said representatives/auditors of ICPL. ICPL may also call for the related records from Vendor, which Vendor shall provide within 3 days from the date such requirement for records is raised by ICPL. In addition, the Vendor shall be subject to continuous monitoring and assessment by ICPL, in the manner as ICPL may deem fit and the Vendor undertakes to take all the necessary corrective measures which ICPL may require from time to time.
17. Vendor, for same services shall not directly or indirectly engage itself into any activity/business other than with ICPL.
18. Both Parties shall comply with the respective laws applicable to each of them.
19. The Vendor shall have adequate mechanism of disaster recovery and shall ensure that in case of flood or other circumstances, the Vendor has alternative mode of providing services. The Vendor shall have adequate business

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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 is 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

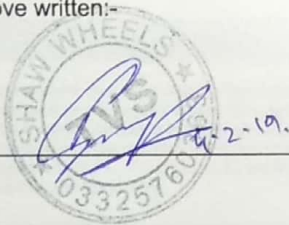
Indicosmic Capital Pvt. Ltd.; 318, 3rd Floor, Summit-Business Bay, Behind Gurunanak Petrol Pump, Off AndheriKurla Road, Beside Magic Bricks WEH metro stn., Andheri (E), Mumbai-400093.

Tel. No. +9122 2088 0555

21. **GOVERING 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 _____

Name: PRATEEK GUPTA

Designation: _____

Witness 1) _____

For Indicosmic Capital Private Limited

Mr. Amit Deep

Chief Operating Officer

Witness 2) _____