


TAX INVOICE

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Original: For Buyer

Team Computers Private Limited PLOT-IN KH NO 27/2,BEHIND FUN & FOOD VILLAGE KAPASHERA NEW DELHI Delhi 110037 GSTN: 07AAACT3478J1Z2 IRN No : fdf21c144303e584c43ca69df774fd0902660cb5f959b48caa4ba3a75614ec44 Customer PO No./Reff. : 93026-0000000867					Invoice No : GST2223DL-38171 Invoice Date : 14 March, 2023 IRN Acknowledgement Date : 03/14/23 09:42 PM IRN Acknowledgement No : 172312484061227							
State Code : 07 Email : customercare@teamcomputers.com Tel No : 42004200 CIN No : U74899DL1987PTC028384 PAN No : AAACT3478J Contact Person Name : Rehan Naikwadi					Payment Due Date : 13 April, 2023 Transportation Mode : Vehicle No LR No : LR Date : Place of supply : 09, Uttar Pradesh Order No : SO2223MH-16551							
Consignee(Ship to) : Jagtar Singh 982, Ground floor, Greenwood Enclave, Sector-5, Wave City, NH-24, GHAZIABAD, UP, 201002 State Code: 09 GST Reg. No : PAN No: Contact Person : Jagtar Singh -9910226603 - 9910226603					Buyer(Bill to) : METLIFE GLOBAL OPERATIONS SUPPORT CENTER PRIVATE LIMITED (SEZ UNIT) Oxygen Business Park Private Limited at 8th FL/1 ,, 9th & 10th Floor, Tower 2 , Plot No. 7,Sector-144, GHAZIABAD Uttar Pradesh, 201302 State Code : 09 GST Reg. No :09AAFCM5000N1ZE PAN No : AAFCM5000N Contact Person : Jagtar Singh -9910226603 - 8929558640							
Part No./Description	HSN/ SAC	Qty/ UoM	Unit Rate (Rs.)	Total Taxable Value	CGST		SGST		IGST		TCS Amt	Total
					Rate	Amt	Rate	Amt	Rate	Amt		
MP203HN/A 12.9-INCH IPAD PRO WiFi + CELLULAR 256GB - SPACE GREY Warranty: 1Y	84713090	1/ NOS.	105,950.00	105,950.00	0%	0.00	0%	0.00	18%	19,071.00	0.00	125,021.00
,DM76GQ5QK6												
MU8F2ZM/A APPLE PENCIL (2ND GENERATION) Warranty: 1Y	847160	1/ NOS.	8,590.00	8,590.00	0%	0.00	0%	0.00	18%	1,546.20	0.00	10,136.20
,HJGJJHUKJKM9												
KEYBOARD APPLE SERIES MXNL2HN/A MXNL2HN/A Smart Keyboard Folio for 12.9-inch iPad Pro (5th generation) Warranty: 1Y	847160	1/ NOS.	14,060.00	14,060.00	0%	0.00	0%	0.00	18%	2,530.80	0.00	16,590.80
,FTPHT04N0M2C												

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TERMS AND CONDITIONS OF SALE

TERMS OF DELIVERY • DELIVERY CHALLAN CUM INVOICE • Goods once sold will not be taken back • The Company will not be responsible for any delay in delivery beyond its own control, but will do its-utmost to ensure speedy delivery

PAYMENTS: • Payments must be made in advance unless otherwise agreed upon in writing • All payments should be made by Cheque/Draft drawn in favor of the Company on any Scheduled Bank • Interest @ 24% p.a. will be charged in case of payment received after due date.

F.O.B. QUOTATIONS The Company's liability for delivery of the goods ceases as soon as these are delivered to the transporter at the place of despatch/ex-godown of Company

INSURANCE Unless otherwise specified, goods will be despatched at the customer's own risk from our godown.

TAXES: The Customer shall be responsible for and shall pay directly or reimburse the Seller for all taxes etc., levied presently or become applicable later on/at assessment, of any nature imposed on the sale of products or the import of the products for sale to the Customers.

WARRANTY The Warranty on the Product sold covered under the Invoice is as per the Warranty Terms of the Manufacturer from Time to time. The Liability of Team Computers Pvt. Ltd. towards the Customer is limited strictly to the extent of the cost of the product sold covered under the Invoice hence Team Computers Pvt. Ltd. is not liable for any other incidental and or consequential damages claimed by the Customer.

JURISDICTION OF COURTS All disputes are subject to jurisdiction of Delhi Courts only.

Team computers pvt ltd has filled its income tax return for previous two years. Therefore, do not deduct tds @ higher rate u/s 206AB of income, tax act.

Certified that the particulars given above are true and correct.

For Team Computers Pvt. Ltd.

Authorised Signatory
[E&OE]

Please refer terms & condition mentioned at last page

**ORDER NO. 93026-0000000867**

Issued on 10-Feb-2023 IST

Created on 10-Feb-2023 IST by Neha .

SUPPLIER:

TEAM COMPUTERS PVT LTD
07AAACT3478J1Z2
BHIKAJI CAMA PLACEMOHAMMAD PUR
NEW DELHI DL
110066
India

TOTAL AMOUNT**556,000.00 INR****SHIP TO:**

MetLife
09AAFCM5000N1ZE
MetLife Global Operations Support Center Pvt.
Ltd. (SEZ unit) Oxygen Business Park Private
Limited IT/ ITES SEZ 8th FL/1, 9th, 10th and
11th Floor, Tower 2 Plot No. 07, Sector 144,
Noida UP
201304
India

BILL TO:

MetLife
09AAFCM5000N1ZE
MetLife Global Operations Support Center Pvt.
Ltd. (SEZ unit) Oxygen Business Park Private
Limited IT/ ITES SEZ 8th FL/1, 9th, 10th and
11th Floor, Tower 2 Plot No. 07, Sector 144,
Noida UP
201304
India

DELIVER TO:

Jeetender Jha,+91 9560913344
GL Activity:

Total Amount Inclusive GST: 656,080.00 INR

Requester: Neha .

PR No.: PR1052124

Contract Number:

GST: 18

Payment Terms: Net 30

LINE ITEM DETAILS (5 LINE ITEMS)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	EXTENDED AMOUNT
1	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - ...		4 each	30-Apr-2023 IST	105,950.00 INR	423,800.00 INR

Full Description: 12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Space Grey - MHR63HN/A

Req. Line No.: 1

HSN/SAC Code: I-84713090

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	EXTENDED AMOUNT
2	A Apple Pencil (2nd Generation) - MU8F2ZM/A		4 each	30-Apr-2023 IST	8,590.00 INR	34,360.00 INR

Full Description: A Apple Pencil (2nd Generation) - MU8F2ZM/A

Req. Line No.: 2
HSN/SAC Code: I-847160

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	EXTENDED AMOUNT
3	Smart Keyboard Folio for 12.9-inch iPad Pro (...		4 each	30-Apr-2023 IST	14,060.00 INR	56,240.00 INR

Full Description: Smart Keyboard Folio for 12.9-inch iPad Pro (5th generation) - MXNL2HN/A

Req. Line No.: 3
HSN/SAC Code: I-847160

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	EXTENDED AMOUNT
4	STM Game change sleeve (13") - black - STM-...		4 each	30-Apr-2023 IST	1,050.00 INR	4,200.00 INR

Full Description: STM Game change sleeve (13") - black - STM-114-271M-01

Req. Line No.: 4
HSN/SAC Code: I-39269099

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	EXTENDED AMOUNT
5	Apple Care Enterprise Plan: Tier-1+: Apple ...		4 each	30-Apr-2023 IST	9,350.00 INR	37,400.00 INR

Full Description: Apple Care Enterprise Plan:
Tier-1+: Apple care for enterprise plan for above devices for - 3 year
(10% Replacement Warranty)

Req. Line No.: 5
HSN/SAC Code: I-998713

TOTAL AMOUNT
556,000.00 INR

COMMENTS

- Neha ., 03/02/2023:
Vendor should submit two copy of Invoices while submitting them for Payment Processing to MGOSC.
Since it is a zero rated supply and MetLife needs to mention 6/8 digit HSN on the DTA procurement form. The vendor should provide the 6/8 digit HSN code on the invoice or mention same over an email. If the vendor does not comply to this requirement, MetLife will submit the DTA procurement form using a 6 digit HSN as per its understanding. In case any concerns are raised by SEZ authorities in endorsing such invoices, MetLife won't be responsible for any penalty/Interest or any other legal implication arising out of this action.
Delivery Timelines : 6 to 8 Weeks from PO
Payment : Within 30 days of invoice submission
Terms and Conditions of ACE Tier1+ Plan will be as per
Supplier to ensure that all devices are registered under apple business manager program (Neha ., 3-Feb-2023 IST)

TERMS AND CONDITIONS OF PURCHASE:

METLIFE GLOBAL OPERATIONS SUPPORT CENTER PRIVATE LIMITED (MGOSC) - PURCHASE / WORK ORDER TERMS AND CONDITIONS

The terms and conditions of this Order ("Terms") do not apply if MGOSC and Vendor executed a separate written agreement regarding the goods and/or services or both listed herein ("Products").

1. **AGREEMENT.** Acceptance of this Purchase Order (hereinafter "Order") is limited to acceptance of the express terms contained on the face and back hereof and creates a binding contract by the parties. Vendor's provision of Products under this Order indicates acceptance of these terms. Vendor's variance from these Terms shall be deemed material and is rejected unless expressly approved in writing by MGOSC. Vendor shall permit MGOSC's affiliates to benefit from the pricing and discounts extended under this Order. Vendor may only seek fulfillment of the obligations hereunder from the MGOSC affiliate acquiring the Products. Neither MGOSC nor any affiliate will be a guarantor of any of its affiliates' obligations hereunder.

2. The Vendor acknowledges that as per the SEZ Acts and Foreign Trade Policy, as amended from time to time and other relevant tax statutes, (including but not limited to The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Services Tax Act, 2017, State Goods and Services Tax Act passed by the respective states in India and any rules prescribed under any Good and Services tax Act hereinafter jointly referred to as GST Act), a SEZ unit has certain exemptions from paying taxes. The Vendor understands that it is the Vendor's obligation to acquaint itself with respect to exemptions or relief available to MGOSC under the applicable SEZ and GST Act. The Vendor may choose to seek a clarification from MGOSC before start of services. In terms of the provisions of GST Act, supplies of goods and services to MGOSC fall under the category of zero rated supplies and thus the Vendor is obliged not to charge any Goods and Services Tax on any goods and/or services supplied to MGOSC. In the event Vendor includes any Goods and Services tax in any invoice, MGOSC will not be liable to pay such tax and it shall be within its right to reject such invoice without payment till a rectified invoice is received. However in the event Vendor is supplying Services to the non SEZ unit of MGOSC, the provisions of this clause shall not be applicable.

3. Vendor agrees to reduce the price of Products in commensurate with saving accruing so as to adhere to the anti-profiteering measures introduced in the GST Act. MGOSC is not obligated to pay any invoice that is not as per the prescribed guidelines under GST Act and does not bear the appropriate MGOSC Order Number and/or Contract reference number. Provision of an invoice which modifies or conflicts with this Order shall have no effect and shall be deemed void. Undisputed amount is payable within forty five (45) days unless specified in Order, after deducting the TDS as per the Income Tax Act 1961 and / or GST Act and /or any other amount as per applicable Law and regulations. MGOSC shall not be responsible to pay any amount other than the rates/charges/ fees as mentioned in the Order. Vendor shall timely submit an invoice to the MGOSC for payment within the prescribed time period provided the GST Act. If invoices are not provided to MGOSC within 7 days of supply of Products, MGOSC would be entitled to levy a penalty. Such penalty would be equivalent to 10% of the relevant contractual value and could be waived by MGOSC in justified circumstances. Notwithstanding anything mentioned in this Order, the service delivery of Products shall be deemed to be completed only upon submission of invoice raised by Vendor in compliance to provisions of GST Law including but not limited to updated in MetLife's auto populated monthly GST return form GSTR 2A and/or any other applicable Law, for any Products duly accepted by MGOSC.

4. Vendor shall ensure that all invoices shall be GST compliant as per prevalent GST rules and regulations. All invoices / bills shall carry the correct Letter of Approval (LOA) for the respective units and/or any other LOA number provided by MGOSC to Vendor from time to time failing which MGOSC shall be entitled to reject such invoices. The following are the details of LOA for Noida and Jaipur units. New Unit (Noida): Letter of Approval No. 10/24/2019-SEZ/6138 dated 29/05/2019, 10/24/2019-SEZ/8328 dated 23/07/2019 and F. No. 10/24/2019-SEZ/6302 dated 07/09/2020 and 10/24/2019-SEZ/9181 dated 09/11/2021; Existing Unit (Noida): Letter of Approval No. 10/193/2008-SEZ/4717 dated 19/06/2008 (as renewed by Letter F. No. 05/15/2011-SEZ/1400 dated 06/02/2014 and a subsequent approval vide Letter No. 05/15/2011-SEZ/7580 dated 08/07/2019 and F. No. 05/15/2011-SEZ/9190 dated 10/11/2021 for transfer of SEZ unit from another SEZ to the IT/ITES SEZ of Oxygen Business Park Private Limited and/or any other LOA number provided by MetLife to Vendor from time to time. Existing Unit (Jaipur): Letter of Approval No. 10/85/2012-SEZ/9216 dated 09/11/2012 renewed vide letter no. F. No. 10/85/2012-SEZ/5071, dated 14/05/2018 and/or any other LOA number provided by MGOSC to Vendor from time to time. Vendor shall ensure that all invoices shall carry an endorsement that: "(i) Supply to SEZ Unit for Authorized Operations under Bond No. XX without Payment Of Integrated Tax @ XX% amounting to INR XX; or (ii) Supply to SEZ Unit for Authorized Operations under LUT No. XX valid till XX without Payment Of Integrated Tax @XX% amounting to INR XX; or (iii) Supply To SEZ Unit For Authorized Operations On Payment Of Integrated Tax @ XX% amounting to INR XX".

5. It is clarified that MGOSC will be responsible for obtaining endorsements on zero rated invoices. In the process of obtaining endorsements there might be some details required from the Vendor on invoice which might be requested by the SEZ authorities in addition to requirements specified under the GST law. The Vendor shall provide the same as and when required by MGOSC. In the event products are supplied by the Vendor through its sub-contractor on bill-to and ship-to basis, the Vendor shall raise the zero rated invoices to MGOSC while products might be supplied by its subcontractor. However in the event Vendor is supplying Services to the non SEZ unit of MGOSC, the provisions of this clause shall not be applicable.

6. In the event any tax needs to be charged on any invoice by the Vendor under the GST Act, the same shall be mutually agreed between the parties and a prior written confirmation from MGOSC shall be sought before Products are delivered to MGOSC. Any failure by the Vendor to obtain written confirmation from MGOSC prior to Products are delivered to MGOSC shall lead to rejection of the invoice by MGOSC. Further incase MGOSC is eligible to seek input credits/ refunds with respect to taxes as per applicable laws, the Vendor shall provide all necessary help and support, including but not limited to providing necessary documents and any other related/supplemental documentation, in order to help MGOSC to avail such, input credits/ refunds. In the event MGOSC suffers any loss due to noncompliance and/or wrong compliance and /or delay in provision of invoices and /or non-provision of invoice/ relevant documents and /or provision of incomplete invoice/ relevant documents and/or delay in compliances under GST Act by the Vendor, MGOSC shall be entitled to recover such losses from the Vendor. The Vendor shall indemnify MGOSC for any loss relating to or arising from any acts and/or omissions of the Vendor or its agent or the Vendor's or its agent's non-compliance with any law.

7. **Micro, Small & Medium Enterprises (MSME):** In the event Vendor is registered under the Micro, Small & Medium Enterprises Development Act, it shall share the registration certificate with MGOSC along with execution of this Order and/or Agreement. If during the currency of the Order, Agreement and/or SOW, any Vendor obtains registration under MSME Act, it shall notify MGOSC along the registration certificate within 3 days of its registration. Within 7 days from the end of every financial year, the Vendor shall provide its status of its registration under MSME Act and also provide the outstanding balance as on 31st March of each financial year. The Vendor acknowledges that all payments to the Vendor shall be subject to verification of Vendor's invoices by MGOSC and shall be provided for actual supply of Services duly accepted by MGOSC. All invoices submitted for Services rendered must be accompanied by applicable statutory returns.

8. **E Way bill:** In case of supply of Services (other than imports) where movement of products is involved then, Vendor and/or transporter shall be responsible for issuing E-Way Bill in applicable format as per applicable law in force. It is further clarified that the complete ownership of movement of goods resides with the Vendor and/or transporter. MGOSC shall not be liable for the same.

9. **Bureau of Indian Standard (BIS):** If BIS certification is applicable on supply of Services, it is the responsibility of the Vendor to provide the necessary documentation/ certification to the authorities and/or MGOSC, as and when required including at the time of clearance of Services. Vendor shall be solely responsible for any delays and financial consequences, in case clearance of Services are delayed due to non-availability of such documentation on a timely basis.

10. In case supply of Services wherein BG is required by MGOSC, Vendor shall provide a Bank guarantee (BG) of minimum 10% of the total value of the respective Purchase Order(s) and shall have to maintain the same during the term of the Order, Agreement and/or SOW. In case the value of the BG falls below the 10% of the revised total value, Vendor shall provide a separate BG of the differential amount. The minimum term of the BG shall be 18 months.

11. **INVOICING, PRICES, INSPECTION.** Unless otherwise stated herein, all invoices will be payable net 45days unless specified in Order from the later of MGOSC's receipt of the invoice or its acceptance of the Products, subject to the invoice reflecting in MetLife's auto populated monthly GST return form GSTR 2A. It is further agreed between the parties that the Invoices which are not reflecting in monthly GST return form GSTR 2A shall be deemed to be disputed invoices. Vendor warrants that the prices for goods sold to MGOSC hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities, and that prices on this Order are complete, with no additional charges (e.g., shipping, packaging, labeling, taxes, customs duties, storage, insurance, boxing or crating) of any kind unless specified in Order. MGOSC has the right to inspect the Products and to reject any or all parts thereof. Vendor agrees to remedy any defects and pay for any damage resulting therefrom. Upon notice to Vendor, MGOSC may at any time make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause a change in the original cost or the time of performance, the parties shall mutually agree to an equitable adjustment of this Order in writing. Vendor agrees to accept any such changes subject to this provision.

12. SHIPMENT, TITLE, RISK OF LOSS. Unless stated otherwise herein, all Products shall be sent Free on Board (FOB) MGOSC place of business and insured. If in order to comply with MGOSC's required delivery date it becomes necessary for Vendor to ship by means other than specified herein, any increased shipping costs shall be paid for by Vendor unless specifically agreed otherwise by MGOSC in writing. Vendor shall bear the risk of loss, destruction, injury or damage to Products provided by Vendor. Time is of the essence of this contract, and if delivery or performance of Products is not completed by the time promised, MGOSC may, without liability, terminate this Order by notice effective when received by Vendor, and to purchase substitute items or services elsewhere and charge Vendor with any loss incurred. With respect to services, Vendor hereby agrees that, upon creation, all materials, it shall develop, in whole or in part, solely or jointly with others, whether or not during normal working hours, resulting from the tasks assigned to the Vendor by MGOSC under this Order, in whatever medium fixed or embodied, shall be the sole property and confidential information of MGOSC, including all intellectual property, proprietary, and moral rights, and to the extent necessary, Vendor assigns to MGOSC all such rights and will assist in perfecting MGOSC's rights. With respect to software licensed hereunder, Vendor hereby grants to MGOSC and its affiliates a worldwide, perpetual, non-exclusive, paid-up, royalty-free license to integrate, display, perform access and otherwise use such software.

13. DEFECT LIABILITY and PENALTY. The Defects Liability Period will be 12 (Twelve) months from the date of certified completion of the Project, wherever applicable unless specified in Order. The defect as defined will be the defects due to workmanship or installation in all works, which are in the scope of this Purchase Order / Work Order. The defective component / workmanship noted during the Defects Liability Period shall be replaced or rectified by the Vendor free of cost. In case of delay in delivery beyond the Date as stipulated in the Order, MGOSC shall levy penalty of 1% per day/per week (modality shall depend from work to work and shall be modified suitably on MGOSC discretion) subject to a maximum of 10% of the total Order value.

14. PROPRIETARY AND CONFIDENTIAL INFORMATION. Vendor will at all times keep confidential and may not disclose any information about MGOSC, its affiliates, customers, and business relationships it learns pursuant to Vendor's provision of the Products. Vendor shall not disclose that MGOSC has contracted to purchase Products from Vendor. Upon MGOSC's request, Vendor will immediately destroy or return all materials containing MGOSC information. Vendor may not use, nor refer to in advertising, publicity, promotion, marketing, client listings, or other public activities, any name, trade name, trade or service mark or any other designation of MGOSC or any of its affiliates, nor any likeness of any of the Peanuts® characters or any other character licensed by United Feature Syndicate (including any contraction, abbreviation or simulation of any kind of the foregoing).

15. REPRESENTATION AND WARRANTY. Vendor represents, warrants, and covenants that (a) it has the right to provide the Products to MGOSC, (b) all Products (i) will be new and free from liens and defects in materials, (ii) shall conform to agreed-upon specifications and industry standards in workmanship, and (iii) shall be safe and appropriate for their intended use (c) it has the requisite power and authority to execute, deliver and perform its obligations under this Order; (d) the Vendor shall not directly or indirectly solicit or employ the services of MGOSC's employees at any time during this Order and for a period of 12 months following the termination of this Order. In case of a breach of this provision the Vendor shall pay to MGOSC an amount equal to the latest gross annual salary of that employee, payable upon the start of his/her services to the Vendor. (e) in any emergency affecting the safety of persons or property, vendor shall act, at their discretion to prevent threatened damage, injury or loss at the same time safeguarding the interest of MGOSC and the project. (f) Vendor also warrants that the Services, and any related fees, shall be at all times comparable to or better than the similar services, of similar volume, offered by Vendor to any of its other similarly-situated, commercial customers. (g) Vendor shall not provide any gifts or any material payments or any such benefits to any MGOSC employee to seek provision of Services or continuity of provision of any Services to be provided to MGOSC by the Vendor.

16. INDEMNIFICATION. Vendor shall at its own expense defend, indemnify and hold MGOSC, its affiliates and their respective shareholders, officers, directors, employees and agents harmless from and against all present and future claims, demands, proceedings, litigation, liability, claim, expense and cost (including reasonable legal fees, expenses, fines, and penalties) brought by a third party and arising out of or in connection with any (a) claimed or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or proprietary right, (b) personal injury or death of any person; (c) liens, fees, commissions or other compensation claimed by any third party in connection with this Order; or (d) breach by Vendor of any of the terms and conditions contained in this Order. This indemnification shall survive any acceptance, rejection or resale of the Product(s) and/or termination or expiration of this Order.

17. LIABILITY. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS NOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED; PROVIDED THAT THE FOREGOING LIMITATION ON LIABILITY WILL NOT APPLY TO (A) VENDOR'S INDEMNIFICATION OBLIGATIONS, (B) VENDOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (C) VENDOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (D) LOSS OF OR DAMAGE TO MGOSC SYSTEMS ACCESSIBLE BY A PRODUCT.

18. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations hereunder caused by an event of natural disaster, pandemics, casualty, acts of God or public enemy, riots, terrorism, governmental acts or such other event of similar nature that is beyond the reasonable control of the party seeking to rely on this section to excuse its delay or failure; provided, however, that such party shall not have contributed in any way to such abovementioned event and have taken all professional and necessary measures to control/avoid the disruption of supply of Products. In the event of a force majeure, the Vendor shall not increase its charges under this Order. If the delay or failure continues beyond ten (10) calendar days, MGOSC may terminate this Order in whole or in part with no further liability and shall receive a refund of any prepaid fees, unearned/advance amounts for unutilized services/advances or like, as of the time of termination. The Vendor further agrees that it shall maintain business continuity and disaster recovery measures to prevent or cure any resulting delay or failure.

19. COMPLIANCE OF LABOUR REGULATIONS. Vendor shall comply with all laws applicable to workmen employed by the Vendor and the rules framed there under. MGOSC shall in no event and under no circumstances, be liable or responsible for any default by way of non-observance/ compliance of the said law / rules on the Vendor's part and Vendor shall further indemnify MGOSC against any liabilities and costs/expenses from all proceedings in respect thereof. Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this Order.

20. ANTI-BRIBERY LAWS. The Vendor, its officers, directors, employees, agents and affiliates, and anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them, shall not make any payments in violation of any applicable anti-bribery law in connection with or in any way relating to or affecting this Order. Vendor acknowledges that international anti-corruption Laws, including the prevention of corruption Act ("POCA"), the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act ("UKBA"), prohibit any direct or indirect payment/receipt of money or anything of value to/from any person (including but not limited to any government office, international organization, non-U.S. political party, party official or candidate for political office) for the purpose of obtaining, retaining or directing business, securing any improper advantage in the conduct of business or inducing the improper performance of any public or business-related function. Vendor represents and warrants that in the performance of its obligations under this Order or otherwise in connection with this Order it has not made and agrees that it will not make any such prohibited payment. MGOSC shall not be obligated under this Order to take any action or omit to take any action that it believes in good faith, would cause it to be in violation of any applicable law.

21. AUDIT. At any time and by providing advance notice to the Vendor, MGOSC can conduct or cause to be conducted an audit including but not limited to determine that the Vendor is compliant with the terms of this Order and is complying with the applicable laws.

22. TERMINATION. MGOSC may terminate this Order or any part hereof for its convenience. In the event of such termination, Vendor shall immediately discontinue all work hereunder. Vendor shall not be paid for any work done after receipt of the notice of such termination. MGOSC may also immediately terminate this Order or any part hereof in the event of any default by Vendor hereunder; including delayed, late, defective, nonconforming or unacceptable Products. In the event of termination for cause, MGOSC shall not be liable to Vendor for any amount. Upon expiration or notice of earlier termination of the Order, in part or in whole, Vendor shall (i) timely and fully transition all undelivered, paid-for Products, (ii) with respect to any portion of the Order not terminated, not reassign Vendor's employees or employees of its affiliates and agents that are necessary to provide the remaining Products, nor otherwise make any material changes to the level of the services to be provided MGOSC under the Order, without MGOSC's prior consent, (iii) return all MGOSC information, work product, other MGOSC intellectual property rights, and any related records and supporting documentation, and (iv) effect any other necessary knowledge-transfer or data migration, to MGOSC or its designee.

23. MISCELLANEOUS. Neither this Order nor any part may be assigned or subcontracted by Vendor without the prior written consent of MGOSC. Vendor shall maintain industry-standard, reasonable, and customary insurance coverages (including Workmen's Compensation Insurance and all other applicable insurances). This Order shall be construed in accordance with and governed by the laws of Delhi. No failure or delay on the part of any party in exercising any right or remedy will operate as a waiver thereof; and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or

in equity. If any portion of this Order is invalid or unenforceable, the remainder of the Order shall not be affected, and the remaining terms will continue in effect and be binding on the parties. The representations and warranties, proprietary and confidentiality and indemnification provisions set forth in this Order shall survive the termination of this Order and continue in full force and effect. This is the entire understanding between the parties about the Products. It incorporates and supersedes all prior written and oral communications about the Products. Terms contained in any documentation, correspondence, shrink-wrap, click-wrap, or invoice that modify, amend, or conflict with the terms of this Order will be null and void, having no force or effect, and as between such documents, this Order shall govern.