


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 : 6ea93fce5c359a078dc78de3b3be954b9c42ac0177c1ccbf7929649a5ffe3e16 Customer PO No./Reff. : 93028-0000000421					Invoice No : GST2324DL-24219 Invoice Date : 29 December, 2023 IRN Acknowledgement Date : 29-12-23 20:43 IRN Acknowledgement No : 172314114365491								
State Code : 07 Email : customercare@teamcomputers.com Tel No : 42004200 CIN No : U74899DL1987PTC028384 PAN No : AA ACT3478J Contact Person Name : Rehan Naikwadi					Payment Due Date : 28 January, 2024 Transportation Mode : Vehicle No LR No : LR Date : Place of supply : 36, TELANGANA Order No : SOMH232413754								
Consignee(Ship to) : Rakshit Chauhan #201, M.S Residency , Park Avenue Colony , Raja Rajeshwari Nagar, High Tension Road, Kondapu Hyderabad, TG, 500084 State Code: 36 GST Reg. No : PAN No: Contact Person : Rakshit Chauhan -8050112993 - 8050112993					Buyer(Bill to) : METLIFE SERVICES EAST PRIVATE LIMITED The Executive Centre ,Level 7, Unit 3B, Octave Plot No 2, ,Salarpuria Sattva, Knowledge City, Inorbit Mall Rd, Hi-tech City,, Hyderabad TELANGANA, 500081 State Code : 36 GST Reg. No :36AABCM6909L1Z5 PAN No : AABCM6909L Contact Person : Rakshit Chauhan -8050112993 - 123								
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			
12.9-INCH IPAD PRO WI❏FI + CELLULAR 256GB - SPACE GREY MP203HN/A MP203HN/A Warranty: 1Y ,KJYQVTF4DC	84713090	1/ NOS.	1,05,950.00	1,05,950.00	0%	0.00	0%	0.00	18%	19,071.00	0.00	1,25,021.00	
APPLE PENCIL (2ND GENERATION) APPLE PENCIL (2ND GENERATION) MU8F2HN/A Warranty: 1Y ,H95LJRPMJKM9	847160	1/ NOS.	8,590.00	8,590.00	0%	0.00	0%	0.00	18%	1,546.20	0.00	10,136.20	
Smart Keyboard Folio for 12.9-inchiPad Pro (5th generation) MXNL2HN/A MXNL2HN/A Warranty: 1Y ,FTPLN0210M2C	847160	1/ NOS.	14,060.00	14,060.00	0%	0.00	0%	0.00	18%	2,530.80	0.00	16,590.80	

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Page: 2/2

Team Computers Private Limited PLOT-IN KH NO 27/2,BEHIND FUN & FOOD VILLAGE KAPASHERA NEW DELHI DELHI 110037 GSTN: 07AAACT3478J1Z2 IRN No : 6ea93fce5c359a078dc78de3b3be954b9c42ac0177c1ccbf7929649a5ffe3e16 Customer PO No./Reff. : 93028-0000000421					Invoice No : GST2324DL-24219 Invoice Date : 29 December, 2023 IRN Acknowledgement Date : 29-12-23 20:43 IRN Acknowledgement No : 172314114365491									
STM GAME CHANGE SLEEVE (13") -BLACK STM-114-271M-01 STM-114-271M-01 Warranty: 0D	39269099	1/ NOS.	1,050.00	1,050.00	0%	0.00	0%	0.00	18%	189.00	0.00	1,239.00		
Total:					1,29,650.00	0.00	0.00	23,337.00	1,52,987.00					
Total Invoice Amount in Words :					Total Amount Before Tax					:	1,29,650.00			
**** ONE LAKH FIFTY TWO THOUSAND NINE HUNDRED EIGHTY SEVEN RUPEES and ZERO PAISA ONLY					Add : CGST					:	0.00			
*Mandatory Requirements					Add : SGST					:	0.00			
Emp Name:					Emp Id:					:	23,337.00			
Emp Contact No :					Receiving Dt. :					:	23,337.00			
Signature:					Seal:					:	1,52,987.00			
					GST Payable on Reverse Charge					:	0.00			

Dear Customer,

We value your association with us and look forward to serving you with our best services.

We request you to kindly make special note of the recent amendment, as mentioned below, relating to TDS (Tax Deducted at Source) for Technical Services that Team Computers Pvt. Ltd. renders to you and request you to ensure full compliance with the same.

The Government of India, through the Finance Act, 2020 (refer to clause 79 of the Finance Act), has revised the TDS rate with immediate effect to 2% (from earlier TDS rate of 10%) under Section 194J of Income-tax Act, 1961, for the Technical Services that Team Computers Pvt. Ltd. provides to you.

Consequently, for all payments that you make to us hereinafter, whether for previous invoices or upcoming ones, we request you to withhold taxes (TDS) at the revised rate of 2% only for the Technical Services that Team Computers Pvt. Ltd. provides to you. Thereafter, the TDS certificate for withholding of taxes at 2% may be shared with us.

For any further queries or clarifications, please feel free to get in touch with your Relationship Manager.

Assuring you of our best services always.

With Regards,
Team Computers Pvt. Ltd.

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 ofthe goodsceases as soonas these are delivered to the transporter at the place of despatch/ex-godown ofCompany

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 Sellerforall 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.

Vinod Jayram Zagade

Digitally signed by Vinod Jayram Zagade
DN: cn=Vinod Jayram Zagade, o=Team Computers Pvt Ltd, ou, email=vinodzagade@teamcomputers.com, c=IN
Date: 2024.01.04 13:04:04 +05'30'

Authorised Signatory
[E&OE]

e-Way Bill



1. E-WAY BILL Details

eWay Bill No: 7013 9375 9790

Generated Date:29/12/2023 08:05 PM

Generated By: 07AAA CT347 8J1Z2

Valid Upto: 06/01/2024

Mode:

Approx Distance: 1571km

Type: Outward - Supply

Document Details: Tax Invoice - GST2324DL-24219 - 29/12/2023

Transaction type: Combination of 2 and 3

IRN: 6ea93fce5c359a078dc78de3b3be954b9c42ac0177c1ccbf7929649a5ffe3e16

2.Address Details

From

GSTIN : 07AAA CT347 8J1Z2

Team Computers Private Limited

DELHI

:: Dispatch From ::

PLOT-IN KH NO 27/2,BEHIND FUN FOOD VILLAGE

KAPASHERA

NEW DELHI,DELHI-110037

To

GSTIN : 36AAB CM690 9L1Z5

METLIFE SERVICES EAST PRIVATE LIMITED

TELANGANA

:: Ship To ::

201, M.S Residency , Park Avenue Colony , Raja Rajeshwari Nagar

High Tension Road, Kondapu

Hyderabad,TELANGANA-500084

3. Goods Details

Please Refer IRN Print to view Goods Details.

Tot. Tax'ble Amt	CGST Amt	SGST Amt	IGST Amt	CESS Amt	CESS Non.Advol Amt	Other Amt	Total Inv.Amt
129650.00	0.00	0.00	23337.00	0.00	0.00	0.00	152987.00

4. Transportation Details

Transporter ID & Name : 88AAFCC2486G1ZH & CriticalLog India Private Limited

Transporter Doc. No & Date :

5. Vehicle Details

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	TS12EY9249	HYDERABAD	02/01/2024 01:14 PM	88AAFCC2486G1ZH	8450836181	-
Road	TS15UC8900	HYDERABAD	31/12/2023 12:02 PM	88AAFCC2486G1ZH	8350778794	-
Air	& 735481073 & 31/12/2023	DELHI	31/12/2023 08:16 AM	88AAFCC2486G1ZH	8350774718	-
Air	& AIR & 29/12/2023	DELHI	29/12/2023 08:05 PM	88AAFCC2486G1ZH	8750708991	-

701393759790



ORDER NO. 93028-0000000421

Issued on 1-Dec-2023 IST
Created on 1-Dec-2023 IST by Neha .

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

TOTAL AMOUNT
278,000.00 INR

SHIP TO:
MetLife
36AABCM6909L1Z5
MetLife Services East Pvt Ltd The Executive Centre
,Level 7, Unit 3B, Octave Plot No 2, ,Salarpuria Sattva
Knowledge City, Inorbit Mall Rd, Hi-tech City,
Hyderabad TS
500081
India

BILL TO:
MetLife
36AABCM6909L1Z5
MetLife Services East Pvt Ltd The Executive Centre
,Level 7, Unit 3B, Octave Plot No 2, ,Salarpuria Sattva
Knowledge City, Inorbit Mall Rd, Hi-tech City,
Hyderabad TS
500081
India

DELIVER TO:
Jeetendra jha,+91 9560913344
GL Activity:

Total Amount Inclusive GST: 328,040.00 INR

Requester: Neha .
PR No.: PR1151122
Contract Number:
GST: 18

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 - ...		2 each	31-Jan-2024 IST	105,950.00 INR	211,900.00 INR

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

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)		2 each	31-Jan-2024 IST	8,590.00 INR	17,180.00 INR

Full Description: A Apple Pencil (2nd Generation)

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

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	EXTENDED AMOUNT
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3Smart Keyboard Folio for12.9-inch iPad Pro (...2 each31-Jan-2024 IST14,060.00 INR28,120.00 INR

Full Description: Smart Keyboard Folio for 12.9-inch iPad Pro (6th generation)

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		2 each	31-Jan-2024 IST	1,050.00 INR	2,100.00 INR

Full Description: STM Game change sleeve (13") - Black

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 ...		2 each	31-Jan-2024 IST	9,350.00 INR	18,700.00 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
278,000.00 INR

COMMENTS

<div><div><div>• Neha ., 22/11/2023:</div><div>Vendor should submit two copy of Invoices while submitting them for Payment Processing to MGOSC.</div><div>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.</div><div>Delivery Timelines : 6 to 8 Weeks from PO</div><div>Payment : Within 45 days of invoice submission</div><div>Terms and Conditions of ACE Tier1+ Plan will be as per</div><div>Supplier to ensure that all devices are registered under apple business manager program (Neha ., 22-Nov-2023 IST)</div></div></div>
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TERMS AND CONDITIONS OF PURCHASE:

METLIFE SERVICES EAST PRIVATE LIMITED (MSEPL) - PURCHASE / WORK ORDER TERMS AND CONDITIONS

The terms and conditions of this Order ("Terms") do not apply if MSEPL 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 MSEPL. Vendor shall permit MSEPL's affiliates to benefit from the pricing and discounts extended under this Order. Vendor may only seek fulfillment of the obligations hereunder from the MSEPL affiliate acquiring the Products. Neither MSEPL nor any affiliate will be a guarantor of any of its affiliates' obligations hereunder.

1. MSEPL is not obligated to pay any invoice that is not as per the prescribed guidelines under GST Act and does not bear the appropriate MSEPL Order Number and/or SOW 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 any other amount as per applicable law and regulations. MSEPL 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 MSEPL for payment within the prescribed time period provided the GST Act. If invoices are not provided to MSEPL within 7 days of supply of Products, MSEPL would be entitled to levy a penalty. Such penalty would be equivalent to 10% of the relevant contractual value and could be waived by MSEPL 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 MSEPL. Incase MSEPL 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 MSEPL to avail such, input credits/ refunds. In the event MSEPL suffers any loss due to noncompliance and/or wrong

compliance and/or provision of invoices and/or non-provision of invoice relevant documents and/or provision of relevant documents relevant to invoices and/or compliance under GST Act by the Vendor, MSEPL shall be entitled to recover such losses from the Vendor. The Vendor shall indemnify MSEPL for any loss relating to or arising from any acts and/or omissions of the Vendor or its agent or non-compliance with any law.

2. 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 MSEPL 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 MSEPL 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 MSEPL and shall be provided for actual supply of Services duly accepted by MSEPL. All invoices submitted for Services rendered must be accompanied by applicable statutory returns.

3. 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. MSEPL shall not be liable for the same.

4. 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 MSEPL, 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.

5. In case supply of Services wherein BG is required by MSEPL, 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.

6. INVOICING, PRICES, INSPECTION. Unless otherwise stated herein, all invoices will be payable net 45 days unless specified in Order from the later of MSEPL's receipt of the invoice and 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 MSEPL 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. MSEPL 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, MSEPL 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.

7. SHIPMENT, TITLE, RISK OF LOSS. Unless stated otherwise herein, all Products shall be sent Free on Board (FOB) MSEPL place of business and insured. If in order to comply with MSEPL'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 MSEPL 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, MSEPL 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 MSEPL under this Order, in whatever medium fixed or embodied, shall be the sole property and confidential information of MSEPL, including all intellectual property, proprietary, and moral rights, and to the extent necessary, Vendor assigns to MSEPL all such rights and will assist in perfecting MSEPL's rights. With respect to software licensed hereunder, Vendor hereby grants to MSEPL and its affiliates a worldwide, perpetual, non-exclusive, paid-up, royalty-free license to integrate, display, perform access and otherwise use such software.

8. 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, MSEPL shall levy penalty of 1% per day/per week (modality shall depend from work to work and shall be modified suitably on MSEPL discretion) subject to a maximum of 10% of the total Order value.

9. PROPRIETARY AND CONFIDENTIAL INFORMATION. Vendor will at all times keep confidential and may not disclose any information about MSEPL, its affiliates, customers, and business relationships it learns pursuant to Vendor's provision of the Products. Vendor shall not disclose that MSEPL has contracted to purchase Products from Vendor. Upon MSEPL's request, Vendor will immediately destroy or return all materials containing MSEPL 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 MSEPL 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).

10. REPRESENTATION AND WARRANTY. Vendor represents, warrants, and covenants that (a) it has the right to provide the Products to MSEPL, (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 MSEPL'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 MSEPL 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 MSEPL 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 MSEPL employee to seek provision of Services or continuity of provision of any Services to be provided to MSEPL by the Vendor.

11. INDEMNIFICATION. Vendor shall at its own expense defend, indemnify and hold MSEPL, 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.

12. 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 MSEPL SYSTEMS ACCESSIBLE BY A PRODUCT.

13. 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, MSEPL 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.

14. COMPLIANCE OF LABOUR REGULATIONS. Vendor shall comply with all laws applicable to workmen employed by the Vendor and the rules framed there under. MSEPL 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 MSEPL 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.

15. 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. MSEPL 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.

16. **AUDIT.** At any time and by providing advance notice to the Vendor, MSEPL 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.

17. **TERMINATION.** MSEPL 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. MSEPL 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, MSEPL 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 MSEPL under the Order, without MSEPL's prior consent, (iii) return all MSEPL information, work product, other MSEPL intellectual property rights, and any related records and supporting documentation, and (iv) effect any other necessary knowledge-transfer or data migration, to MSEPL or its designee.

18. **MISCELLANEOUS.** Neither this Order nor any part may be assigned or subcontracted by Vendor without the prior written consent of MSEPL. 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.