

CONTRACT AGREEMENT [Purchase Order]										No:	
PO Manager: Anitha Nataraj				Date:				Version: 0			
Vendors:		Venba Tech Private Limited # 12 49/25,Dr. RadhaKrishnan nagar Main Road, Chennai TamilNadu India 600041					Vendor Code:		70329		
							Vendor CIN:				
							Vendor GSTIN:		33AACCV9423D1ZJ		
Home automation											
Home automation											
TOTAL [INR]						34,988.00				6,297.84 41,285.84	
				Qty	Unit	Rate	Amount	IGST	SGST	CGST	Taxes Gross
1 Biometric Digital Lock , Yale 4109 Manufacturer/Brand : Yale Manufacturer's Code : YDM4109				1.1	Nos	34,988.00	34,988.00	18.00	0.00	0.00	6,297.84 41,285.84
Ship To:		After The Rain #355,Near Railway Junction, Hunasamaranahalli, BIAL Road Via-Yelahanka, Bettahalasuru, Bengaluru - 562157 Contact: Sunil Biswal – 7259041019									
Shiped From:		# 12 49/25,Dr. RadhaKrishnan nagar Main Road, , Chennai, TamilNadu, India, 600041									
PAYMENT TERMS										34,988.00	
1		100 % Advance along with Purchase order								100 % 34,988.00	
SPECIFIC Terms & Conditions											
These Specific Terms and Conditions are to be read in conjunction with the General Terms and Conditions. In case of a conflict between any of the clauses, the Specific Terms and Conditions shall supercede.											
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These Special Terms & Conditions are to be read in conjunction with the Specific Terms & Conditions and the General Terms and Conditions. In case of a conflict between any of the clauses, the Special Terms and Conditions shall supercede.											
GENERAL Terms & Conditions											
1 Definitions											
<p>The Parties to this Contract hereby unconditionally agree that certain capitalized terms are defined in this Contract and whenever such terms are used in this Contract they shall have their respective defined meanings, unless the context, expressly or by necessary implication, require otherwise. The definitions contained herein shall apply to the entire Contract including all its Annexures, Schedules and Addenda.</p> <p>a. "Parties": This Contract is entered into between the Company and the Vendors and on the date as described above. Each Party is represented herein by their authorised signatory who has affixed their signature below.</p> <p>b. "Deliverable" means all materials, services and documents prepared, written and/or developed by the Vendors for the Company under this Contract, in whatever form, including but not limited to the software program modules or any part thereof, source code and/or object code and their conversions.</p> <p>c. "Services" means professional services provided by the Vendors to the Company under this Contract.</p> <p>d. "Specifications" means the technical and functional specifications and requirements of a Deliverable agreed by the Parties in writing under this Contract.</p> <p>e. "Company" means the entity that has engaged the services of the Vendors and where applicable, the word "Company" shall include it's subsidiaries and affiliates.</p> <p>f. "Affiliate Company" of a Party means any legal entity that is</p> <ul style="list-style-type: none"> I. directly or indirectly owning or controlling the Party, or II. under the same direct or indirect ownership or control as the Party, or III. directly or indirectly controlled by the Party <p>for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or</p>											

		<p>more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.</p> <p>g. "Third Party" shall mean any party outside of the Vendors and the Company with relation to the projects performed under this Contract.</p>
2	Representations and Warranties	
		<p>a. Each person signing this Agreement represents that he or she has the legal capacity and authority to bind the respective party to this Agreement.</p> <p>b. The Vendors warrant that they have the full power to grant the rights herein granted and that they have the authority and the capability to deliver the Deliverables and Services that they have committed to deliver against this Contract</p> <p>c. The Company warrants that it has the full power to enter into and fully perform its obligations under this Agreement.</p>
3	Language	
		The language for all communication, documentation, drawings and schedules, and reports and everything else in connection with this Contract shall be English alone.
4	Cooperation	
		Each Party shall do all such acts and things reasonably requested by the other Party to give effect to the Parties' intentions under this Contract. Each Party hereto shall cooperate fully with the other in all reasonable respects in order to accomplish the objectives of this Contract including diligence and good faith and using all commercially reasonable efforts in furtherance of this Contract.
5	Service Quality	
		The Vendors shall ensure that the personnel appointed by them for delivering against this Contract, shall have appropriate qualification and experience required to perform and fulfil their obligations under this Contract. They shall ensure that these personnel devote the required time, skill, labour and attention to detail in their duties and use their best effort to promote the interests of the Company. The Vendors shall ensure that the Services provided under this Contract are performed to the highest standards of professionalism and skill and in accordance with all relevant laws and regulations
6	Earned & Payable	
		The Company shall not be obligated to pay the Vendors any amounts until such time the amounts are earned and payable. An amount shall be earned by the Vendors only after the acceptance and certification by the Company, of quality of the material or service as per the agreed terms AND after the receipt of a formal Invoice from the Vendors, for the same. Any advances paid shall not be considered as earned under any circumstances.
7	Changes	
		<p>a. All changes and/or additions to the Services and Deliverables within the Contract, must be agreed in writing between the Parties in order to be valid. The possible effects of the changes to the time schedule, the contract price and the other terms and conditions of this Contract shall also be agreed in writing at the same time. No additional amounts shall be deemed to be earned by the Vendors unless agreed to in writing between the Parties.</p> <p>b. The Parties shall respond in writing or meet to discuss any change if necessary, and the Vendors shall advise the Company of the likely impact of any change, including any effect to the time schedule, the contract price and other terms and conditions of this Contract promptly and submit a written quotation accordingly.</p>
8	Continuity of Service	
		In case of any interruption of Services and/or change in the Vendors' personnel on account of illness, termination and/or removal from employment of any employee, the Vendors shall assign other employees immediately to ensure smooth continuity of Services without interruption.
9	Working on Company premises	
		While working on the premises of the Company, the Vendors shall ensure that all personnel deployed by them, whether employees or subcontractors, shall observe all the rules and regulations of the Company then in effect within the Company's premises.
10	Assignment	
		The Vendors shall not, under any circumstances, assign their rights or delegate their obligations under this Contract to any third party without prior written consent of the Company.
11	Suspension	

		<ul style="list-style-type: none"> a. The Company may, at any time, upon providing 1 (one) week's notice, instruct the Vendors to suspend progress on part or all of the Scope of Work. During such suspension, the Vendors shall protect, store and secure all material and completed work against any deterioration, loss or damage b. Suspension for Cause: In case of Suspension for Cause, the Company shall notify the cause for the suspension, including, but not limited to, the negligence, poor performance, poor quality of material or service or workmanship by the Vendors, and in such case no compensation shall be payable to the Vendors to the extent that the cause is notified. c. Suspension for Convenience: In case of Suspension for Convenience, and if the suspension is beyond 180 days, then both the Parties shall discuss further course towards extension of delivery. d. Resumption of Contract: After the permission or instruction to proceed is given, the Vendors and the Company shall jointly examine the Works affected by the suspension. The Vendors shall make good any deterioration or defect in or loss of the Works, which may have occurred during the suspension. The cost of restoring such Works shall be borne exclusively by the Company in the case of Suspension for Convenience. e. Suspension of this Contract shall be without prejudice to the acquired rights of the Company existing at the date of suspension, including the right to take action in respect of the circumstances giving rise to suspension, and shall not affect any other rights and remedies available to the Company under this Contract.
12	Termination	
		<ul style="list-style-type: none"> a. Termination for Convenience: The Company may, at any time, at its sole discretion, terminate any part of the scope of this Contract, or the entire Contract as a whole, without giving any reason by issuing 1 (one) month's prior written notice to the Vendors, specifying the effective date of such termination. In case of such termination, the Vendors shall be entitled to receive all payments that have been earned and are payable, and as previously approved in writing by the Company, accrued up to the effective date of termination only after they sign a general release of claims in favour of the Company. b. Termination for Cause: The Company shall be entitled to terminate this Contract forthwith without any notice in case of poor performance, criminal offence, including fraud or negligence, committed by any of the employees or other contract staff of the Vendors and/or non-compliance with the terms of this Contract, which may cause any risk, loss or damage to the Company. Further, if the Company abstains from exercising its rights under this Clause for any period of time the same shall not be deemed to be a waiver. In case of such termination, the Vendors shall not be entitled to receive any payments and the Company reserves its right to claim the compensation towards delay, additional cost involved in getting another vendor at the risk and cost of the Vendors. c. If the fulfillment of this Agreement has been delayed for more than 90 (ninety) days due to a force majeure event, each Party shall have the right to cancel this Agreement with immediate effect by notifying the other Party thereof in writing, without either Party having the right to claim damages for such cancellation. d. Termination of this Contract shall be without prejudice to the acquired rights and obligations of the Company existing at the date of termination, including the right to take action in respect of the circumstances giving rise to termination, and shall not affect any other rights and remedies available to the Company under this Contract.
13	Indemnity	
		<p>The Vendors hereby undertake to indemnify and hold harmless the Company, the Company's personnel and its respective agents, against and from all claims, charges, causes of action of any type, whether administrative, regulatory, at law or in equity, liabilities, damages, losses and expenses, including legal fees and expenses, in respect of:</p> <ul style="list-style-type: none"> a. Failure to fulfil any term of this Contract, or any allegation, claim or demand, which if true, would constitute the Vendors' breach of any term, condition, covenant, representation or warranty under this Contract; b. Failure to comply with any applicable law, statute, regulation, ordinance, state or local law; c. Failure to maintain the confidentiality of Confidential Information; d. Negligent acts or failure to act; e. Legal obligations to their employees; f. Illegal or negligent use of their processes and methods used in providing the services hereunder; and/or g. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or connected with or in the course of or by reason of the Vendors' services. h. The Vendors shall not enter into any stipulation or settlement that in any manner admits liability of the Company or imposes any obligation on the Company. i. Provided that, the Vendors shall not be obligated to indemnify the Company to the extent that any such claims (excluding clauses (b), (e) and (f) above) arise solely because the Vendors were acting at the Company's express, specific written instructions.
14	Liability	
		<ul style="list-style-type: none"> a. The Vendors shall observe best industry practices with reasonable skill and take utmost care in providing Services to the Company under this Contract. The Vendors agree that they shall be liable to indemnify the Company in respect of any loss or damage suffered by the Company as a result of negligence or any breach or non-performance by the Vendors of their obligations as agreed in this Contract. b. Each Party shall be entitled to compensation for direct damages caused by the other Party's negligence. However, in no event, shall either Party be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses, including without limitation, loss of profit or opportunity costs.

	<ul style="list-style-type: none"> c. The maximum aggregate liability for any loss or damage under this Contract shall be limited to 100% (one hundred percent) of the agreed total fees under this Contract d. Neither Party shall be entitled to compensation for damages unless claims are made in writing to the other party within 30 (thirty) days from the day the suffering Party learns about or should reasonably have learned about the alleged damaging circumstances. Further, neither Party shall be entitled to compensation unless claims are made in writing to the other Party within 12 (twelve) months from the date this Agreement was terminated or expired or from the date the Deliverables were accepted. e. The Vendors understand that, since the Vendors are an independent contractor, any personal injury or property damage suffered by the Vendors in the course of carrying out any duties under this Agreement, shall be the Vendors' sole responsibility. No insurance shall be obtained by Clients concerning Vendors' workers' compensation for any of the Vendors' employees or representatives.
15	Vendors' Intellectual Property & Confidential Information
	<ul style="list-style-type: none"> a. All Intellectual Property rights (copyright, patent, design, etc.) against the deliverables under this Contract shall become the property of the Company, immediately on payment of the Consideration to the Vendors as per this Contract. b. If the Vendors, as part of their Deliverables, include material developed by the Vendors for other customers or internally ("Vendors IP") the Vendors grant the Company, upon full payment by the Company of all outstanding fees and expenses, a non-exclusive, irrevocable, royalty-free, perpetual, worldwide license to use, modify, copy, distribute and sublicense Vendors IP. c. The Vendors shall, at their own expense, defend, indemnify and hold the Company and its Affiliate Companies harmless against all claims and actions alleging that the Deliverables or the Services infringe any third party intellectual property rights, provided that the Company (i) has not provided false information to the Vendors regarding any such intellectual property rights; (ii) notifies the Vendors promptly in writing of such claims and actions; (iii) permits the Vendors to defend or settle the claims and actions; and (iv) gives the Vendors all information deemed to be relevant, within the Company's knowledge, possession, custody or control, and (v) provides all assistance available and any necessary authorizations for the Vendors' defense of any such claims or actions. The Vendors shall pay all damages awarded in a trial to a third party if the Company has acted in accordance with the foregoing. d. If it is established that, or if in the justified opinion of the Vendors, the Deliverables or the Services infringe any third party intellectual property rights or trade secrets, the Vendors shall at their own expense either: (i) obtain the right of continued use of the Deliverables and the Services for the Company; or (ii) modify the Deliverables and the Services in order to eliminate the infringement, provided, always that after such replacement or modification the Deliverables and the Services shall meet the Specifications. If neither of the above-mentioned alternatives is available to the Vendors on reasonable terms, the Company shall, at the written request of the Vendors, stop using the infringing Deliverables and shall return such infringing Deliverables to the Vendors, and the Vendors shall credit the Company with all fees paid by the Company for such infringing Deliverables under this Agreement. e. The Vendors shall, however, not be liable if the claim for infringement: (i) is asserted by the Company or an Affiliate Company of the Company (ii) results from an alteration of the Deliverables made by the Company or a third party and not approved by the Vendors; (iii) results from the Company providing false information to the Vendors regarding the use of any infringing intellectual property; or (iv) results from the use of the Deliverables in combination with any software or hardware not supplied by the Vendors. f. The liability of the Vendors for any infringement of intellectual property rights shall be limited to this Section.
16	Company's Intellectual Property & Confidential Information
	<ul style="list-style-type: none"> a. The Vendors acknowledge that through this engagement, they shall have access to information about the Company, their activities and affairs, which is not available to the general public, as well as information accepted by the Company from third parties under obligations of confidentiality ("Confidential Information"). b. The Vendors agree that, during and after the term of this Contract, they shall not, without the written consent of the Company, disclose or use or make available for anyone to use, except in the course of the performance of their duties hereunder or as required by law, any Confidential Information and/or any Personally Identifiable Information ("PII") and the Vendors shall use their best efforts to prevent the unauthorized publication or misuse of any Confidential Information. The Vendors undertake that they will exercise due care and will ensure that their employees, partners & contractors do not, for any reason whatsoever, (i) Use or divulge to any person, or publish or disclose or permit to be published or disclosed, any Confidential Information relating to the Company which they may have received or obtained, whether or not, in the case of documents, they are marked as confidential; and/ or (ii) Retain, duplicate or use except for the purposes aforesaid, any Information relating to the Company or its Affiliates in whatever form, whether written, or recorded in some other form, or oral. c. The Vendors shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Company's Intellectual Property. d. The Vendors shall have no right whatsoever in respect of trade name of the Company or the Total Environment Group. The Company and the Total Environment Group shall jointly and severally, as the case may be, be the owners of their respective Trade-marks. The Vendors shall not make reference to the Company and/or the Total Environment Group in any advertising material of any kind and shall not use the Company's and/or the Total Environment Group's logos, licensed trademarks without the express written permission of the Company and/or the Total Environment Group (as the case may be). The Vendors undertake to protect the Company's and the Total Environment Group's Intellectual Property and Trademark and shall not act in any manner which may damage or endanger the same. e. The Vendors shall not disclose the terms of this Contract, as well as the details of any of the forms, templates, checklists, trackers and reports used for this purpose, to any third party and/or issue any written material or express publicly any opinions concerning the Company and/or its business and/or the services provided during the term of this Contract, and for a further period of 24 (twenty four) months thereafter, without the express written approval of the Company. f. To fulfill their obligations and to provide the services to the Company under the terms of this Contract, the Vendors hereby undertake that they shall ensure that, before any of their employees begin to perform any services under this Contract; they execute relevant documentation

		<p>with their employees, whereby they are bound by appropriate non-disclosure and confidentiality obligations, to the satisfaction of the Company.</p> <p>g. Return of Confidential Information: The Vendors agree to return to the Company, all Confidential Information received or maintained by the Vendors, including all their employees, under this Contract within 07 (Seven) days of any request by the Company, otherwise not later than 07 (Seven) days after the completion of the Term of this Contract or 07 (Seven) days from the date of termination of this Contract. The Vendors further agree to destroy any copies of any other document or other record reproducing, containing or made from or with reference to the Confidential Information.</p>
17	Compliance with Law	
		<p>The Vendors hereby undertake and warrant that they shall comply with all relevant laws, rules and regulations applicable to them and to the works being executed or materials being delivered.</p> <p>a. Permits and Licenses: The Vendors shall ensure that they, at all times, have valid license/s to conduct their business as prescribed by the relevant statutory authorities. The Vendors shall promptly notify the Company in writing in the event any of their permits or licenses is ceased, revoked or has expired.</p> <p>b. Tax Laws & Deductions - The Vendors shall adhere to all relevant Tax laws and submit copies (if any), of Tax Documents to the Company, as may be requested by the Company. Any taxes deducted at source from the Vendors' payments, and paid to the Government, shall be considered as having been paid to the Vendors and the Vendors agree to the same.</p> <p>c. Environment Regulations: The Vendors shall strictly comply with all applicable environment laws and regulations and shall take all the necessary steps to protect the environment.</p> <p>d. Personnel: The Vendor shall ensure complete compliance with all laws relating to the employment, health, safety, welfare, wages, provident fund, employees' state insurance, immigration and emigration of their employees and shall allow them all their legal rights.</p>
18	Records and Right to Audit	
		<p>The Vendors shall maintain, during the term of this Agreement and for a period of three years thereafter, commercially reasonable records concerning the Vendors' performance under this Contract. During the term of this Contract and for a period of three years thereafter, the Company shall, once a year, have the right to appoint an independent auditor reasonably acceptable to the Vendors, at the Company's own expense, to examine and make copies of the books and records of the Vendors insofar as they relate to this Contract.</p>
19	Relationship	
		<p>a. Independent Contractors: It is agreed and confirmed by the Parties that the Vendors have entered into this Contract as an independent agency and under no circumstances shall they or their employees or sub-contractors be deemed to be the employees or agents of the Company. The Vendors agree that they alone shall be liable in respect of any claim (including payment of statutory benefits, if any) arising out of the employment of their employees under this contract. No joint venture, partnership, employment or agency has been or is intended to be formed by this Contract. The Vendors hereby also undertake to ensure that their employees shall not represent themselves as employees of the Company nor create any contractual obligations between the Company and any third party.</p> <p>b. No relationship or association with Company's employees: The Vendors hereby represent and undertake that they or any of their Affiliate Companies, (their founders, promoters, shareholders or key employees), do not have any relationship or association with any employee of the Company, or with any subsidiary or sister concern of the Total Environment Group. After the award of the Contract, in case an employee joins the Company, who has any kind of relationship with the Vendors, the Vendors, in such case, shall immediately inform the Company and provide the details of such relationship.</p>
20	Gratification	
		<p>The Vendors represent and warrant that they have not offered and shall not offer, either directly or indirectly, any gratification(s) in cash or kind to any individual employed either directly or indirectly by any company, subsidiary or sister concern of the Total Environment Group at any time before or after the award of the Contract.</p>
21	Non-Solicitation	
		<p>Unless otherwise agreed by the Parties in writing, the Parties agree not to hire or to solicit the employment of, or to get any work done through any personnel, employee or contractor of the opposite Party either directly or indirectly during the term of this Contract and for a period of 01 (One) year thereafter. In the event of breach of this clause, the Parties agree that the defaulting Party shall pay to the other Party, a sum equivalent to the last drawn 12 (Twelve) months compensation CTC (Cost to Company) by the concerned personnel, employee or contractor subject to a minimum amount of INR 10,00,000 (Rupees Ten Lakhs only) as liquidated damages. The Parties agree that this amount is reasonable compensation on account of breach of Contract, and does not amount to penalty.</p>
22	Non-Exclusivity	
		<p>Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties and this Contract shall not restrict the Parties from acquiring or providing similar, equal or like services or products from or to other entities or sources unless specifically agreed otherwise,</p>

23		No Waiver
		The Parties hereto agree that in the event of there being any delay or indulgence shown by either Party to the other, with regard to their obligations, and to the enforcement of any of the terms of this Contract under these presents, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance, and any such indulgence or forbearance shall not be deemed as a waiver of the rights of such Party and the Parties shall be entitled to enforce such rights without prejudice to such indulgence or tolerance shown.
24		Force Majeure
		<p>a. Neither Party shall be liable for any delay or failure to meet an agreed upon deadline if such delay or failure is due to any cause beyond the control of that Party, including, but not limited to, war, hostilities, acts of terror, riots, restrictions of law or regulations, labor disputes, fires, acts of God and natural catastrophes such as earthquake, floods, hurricane, typhoon or volcanic activity, mechanical or electronic breakdowns ,strike, lock-out, boycott and other industrial action, all of which shall constitute a force majeure event when the Party concerned is the object or a party to such an action.</p> <p>b. A force majeure event suffered by a sub-contractor of a Party shall also discharge such a Party from liability if sub-contracting from another source cannot be made without unreasonable increase in costs or a significant loss of time.</p> <p>c. In the event of a Force Majeure condition which is beyond either Party's control, if a Party is or is likely to be prevented from performing any of its obligations under this Contract, then the affected Party shall give notice to the other Party of the event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which are likely to be prevented. Such notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. Each Party shall at all times use all reasonable endeavour to minimize any delay in the performance of this Contract as a result of Force Majeure.</p>
25		Entire Agreement + Modifications
		This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Contract and signed by both the Parties.
26		Joint & Several
		All the Parties signing this Agreement are jointly and severally liable for the performance of all it's terms.
27		Survival after Termination or Expiry
		All provisions that may reasonably be interpreted as surviving the termination or expiry of this Contract shall survive such termination or expiry. These shall include, but are not limited to, sections on Compliance, Intellectual Property, Confidentiality, Indemnification, Independent Contractor, Jurisdiction.
28		Unenforceable Clauses & Severability
		In the event of any provision of this Contract being declared, by any judicial or other competent authority, to be void, voidable, illegal or otherwise unenforceable, or if indications of the same are received by either of the Parties from any relevant competent authority, the Parties shall amend such provision in a reasonable manner that achieves the intention of the Parties without illegality or at the discretion of the Parties it may be severed from this Contract. The Parties hereto agree that in such case, all remaining provisions of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent.
29		Governing Law
		The laws of Karnataka and of India shall govern the validity, performance and enforcement of this Contract.
30		Arbitration and Jurisdiction
		It is hereby clearly agreed between the Parties that, in the event of any dispute arising out of this Contract,the same shall be taken up for arbitration in accordance with the Arbitration and Conciliation Act, 1996.The seat of arbitration shall be Bangalore. Both Parties agree that the Courts in Bangalore alone, to the exclusion of all other Courts, shall have jurisdiction in respect of any and all litigation that may arise in respect of the arbitration.
31		Communication and Notices
		All Notices between the parties must be sent in writing and shall be effective only when sent to the receiving party's address as provided against the Company and Vendor titles above, unless otherwise specified in the Specific Terms & Conditions or later in writing by the concerned Party to the other Party. The Company shall not be held responsible for any communication regarding this contract that is not from an official Total Environment email ID (abc@total-environment.com)

32	Signature
	This Agreement may be executed by scan-and-email signatures and shall be binding as if executed by original signature and delivered personally.