

SUB-CONTRACTOR AGREEMENT

THIS SUB-CONTRACTOR AGREEMENT (“AGREEMENT”) is entered into with effect from _____ (“Effective Date”) by and between

(1) _____ explicitly representing its subsidiary/affiliates (hereinafter collectively referred to as “Nagarro”).

(2) _____, explicitly representing also all of its affiliates (hereinafter collectively referred to as “Supplier”),

(Hereinafter singularly referred to as “Party” and together as “Parties”)

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1 Validity

- (1) This Agreement shall remain valid and be in force until all of the obligations of the parties have been performed or until earlier terminated in accordance with this Agreement.

2 Scope

- (1) Supplier agrees to provide to Nagarro or to a customer of Nagarro (hereinafter “Customer”) such services as may be specified in work orders (hereinafter “Work Order”) to be entered into between the Parties by employing its technical manpower and resources (hereinafter “Consultant(s)”).

3 Obligations/Representations of the Supplier

- (1) Supplier will ensure that its Consultant(s) have adequate expertise, experience and possess overall competence required for performance of services under the Work Orders and are appropriately trained in relevant standard methodologies, processes, and tools. In the event Nagarro discovers that a Consultant engaged by the Supplier for performance of services is not appropriately trained or lacks necessary expertise or experience or overall competence, such Consultant shall be removed forthwith with no cost to Nagarro. In such cases, Nagarro shall not be liable to pay for any services rendered by such Consultant.
- (2) Supplier will provide services as per Nagarro’s instructions, including specific responsibility areas, mode and basis of payment. Supplier undertakes to perform such services in accordance with specifications and requirements provided in Work Orders and subject to the provisions of this Agreement.
- (3) Supplier represents, warrants and covenants that Consultant(s) assigned for performing the services as per Work Order shall be qualified to perform the services which they are assigned to deliver and legally allowed to provide such services. Supplier further represents, warrants, and covenants that all services and work will be performed in a good and workmanlike manner, in accordance with best practices of the information technology industry and in accordance with the specified representations, warranties, and covenants set forth in the Agreement.

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- (4) Supplier shall provide resumes of the Consultant(s) as also ensure that the Consultant(s) are interviewed, screened, and evaluated for their suitability, technical skills, communication skills and overall competence by Nagarro or Customer at Supplier's cost. Nagarro, at its discretion may reject any Consultant so referred by the Supplier, without assigning any reason thereof.
- (5) Consultant(s) provided by Supplier would report to the designated Manager and while performing the services they shall abide by and follow the instructions of the Manager.
- (6) Supplier shall not provide any temporary employees, agents, sub-contractors, or third party personnel without the written consent of Nagarro.
- (7) It is agreed between the parties that Nagarro shall be the sole contact with Customer and that Supplier will not approach the Customer directly or indirectly for any reason whatsoever. Supplier undertakes to communicate to Nagarro any inadvertent contact with the Customer irrespective of the fact whether such contact occurs due to initiative by the Customer or the Supplier.
- (8) Supplier represents it has all necessary approvals and permissions to perform services in the United States and that its Consultants also have necessary approvals and permissions including work-permit to carry out its obligations under the Agreement or to be specified in the respective Work Orders, and that Supplier will furnish necessary proof in this regard to Nagarro.
- (9) Supplier understands that any breach by it of any material obligation hereunder can cause irreparable harm and injury to Nagarro/ Customer, which may not be compensated in damages, hence Nagarro may, in addition to all the rights which Nagarro may have under law or equity, obtain an injunction from the courts for preventing such breach. Supplier waives its right to object the granting of any such injunction, and also the posting of any bond by Nagarro.
- (10) Supplier agrees to abide by all the terms and conditions as may be stipulated by a Customer in its contract with Nagarro or as otherwise required by the Customer and agreed to by Nagarro. Supplier agrees to do all that may be necessary to fulfill such terms and conditions so that Nagarro may not be in default with Customer contract/ work order.
- (11) Supplier has no authority to commit Nagarro/ Customer in any matter, cause or undertaking whatsoever and Supplier shall have no authority by virtue of this Agreement to create any obligation whatsoever, express or implied, on behalf of Nagarro/ Customer to any third party. Supplier has no authority to enter into any arrangements/ agreements etc. or to vary, alter, enlarge, or limit any scope of the Agreement. Supplier has no authority to bind Nagarro/ Customer to any contract of employment and no authority to receive any money payable to Nagarro.
- (12) Supplier assumes full and sole responsibility for the payment of salaries, allowances, perks, withholding of taxes as per the prevailing government rules, medical coverage and insurance to all its Consultant(s)/ employees/ agents/ subcontractors/ directors etc. Supplier shall also comply with all applicable wage laws and statutory dues of any nature.

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- (13) Supplier shall be responsible for all acts, omissions, contracts and negligence and failures of by its Consultant(s)/ employees/ directors/ agents/ subcontractors etc. in pursuance of this Agreement.
- (14) Supplier shall take no action that would have an adverse effect on the name, reputation, brand-equity or public image of Nagarro.
- (15) Supplier may not use any of Nagarro's or Customer's Intellectual Property, including but not restricted to corporate names, trademarks, or logos etc., without express prior written permission from Nagarro or Customer as may be applicable, and shall use it only for the limited purpose as specified in such written permission.
- (16) Supplier agrees that the existence of this Agreement, its terms and conditions, the services rendered by Supplier/ its Consultant(s) to Nagarro/ Customer and any information/ document received by Supplier/ Consultant shall be deemed to be confidential information and Supplier except for the performance of services, the Supplier or its Consultants shall not use the same in any manner whatsoever, either directly or indirectly, including in its sales and marketing presentations/ on its web sites/ press releases/ promotional material/ customer lists etc.
- (17) Supplier shall comply, at its sole cost and expense, with all laws, statutes, ordinances, and regulations now or hereafter in effect in connection with the conduct of its business and in pursuance of its responsibilities under this Agreement.
- (18) Supplier's Consultants, while on the premises of Customer/ Nagarro, shall familiarize themselves with and comply with all prevalent rules and security policies and procedures.
- (19) Supplier's Consultants will not possess, use, sell or transfer illegal drugs, medically unauthorized drugs or controlled substances, and will not be under the influence of alcohol or drugs on Customer's/ Nagarro's premises.
- (20) Supplier bears all responsibility for loss of and damage to any property owned by Customer/ Nagarro and used by Supplier in performing services, including responsibility for loss and damage, which occur despite Supplier's exercise of reasonable care, but excluding normal wear and tear. Supplier will (i) properly house and maintain such property, (ii) prominently mark it "Property of Customer or Nagarro", as the case may be (iii) refrain from commingling it with the property of Supplier or with that of a third party.
- (21) Supplier warrants that no third party will be paid any commissions or similar payments in connection with this Agreement unless authorized in writing by Nagarro.
- (22) Supplier hereby represents that it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby; the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Supplier; and this Agreement has been duly executed and delivered by Supplier and is a valid and binding obligation of Supplier, enforceable against it in accordance with its terms.

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4 Payments

Notwithstanding any other provision of this Agreement, unless expressly modified in an applicable Work Order and in consideration for the services rendered by Supplier hereunder:

- (1) Nagarro shall pay Supplier the fees in arrears and in accordance with the fee schedule set out in the relevant Work Order within thirty (30) days of receipt of invoice from the Supplier;
- (2) Nagarro shall withhold payments to be made to Supplier under a Work Order, if the Consultant fails to perform the services under such Work Order.
- (3) Nagarro shall withhold payments under a Work Order if the Supplier or Consultant perform the services under such Work Order partially or leave the premises of the Nagarro/Customer mid-way without fully providing the service or without serving the entire notice period.
- (4) Any taxes attributable to services rendered or payments made pursuant to this Agreement, including but not limited to all federal, state, and local sales, use, excise, value added, and any other taxes, fees, or duties, shall be the responsibility of Supplier but paid for by Nagarro; and Nagarro is entitled to make any withholdings required by law from such payments;
- (5) In the event of termination as provided herein, the fee shall be payable on a pro-rata daily basis up to the expiration date and no fees shall be payable thereafter;
- (6) When any applicable Governmental law, rule, or regulation makes payment prohibited or improper or requires the payment of a reduced fee or other payment to Supplier, the portion of the fee so affected shall not be paid or if already paid shall be refunded to Nagarro by Supplier;
- (7) Nagarro shall be entitled at all times to set-off any amount owing at any time from Supplier to Nagarro or any of its affiliated companies against any amount payable at any time by Nagarro in connection with this or any other agreement between Nagarro and Supplier;

5 Unsatisfactory Services

- (1) Supplier agrees that in the event of unsatisfactory performance by the Consultants, Nagarro may at its sole discretion choose any of the following actions:
 - i. Nagarro may require the Supplier to provide replacement of such Consultants at no cost to Nagarro; or
 - ii. Nagarro may instruct the Supplier to work with Consultant to correct any defect or deficiency in performance without any additional cost to Nagarro; or
 - iii. Nagarro may terminate the corresponding Work Order immediately and procure such services from a third party at the sole cost and expense of the Supplier.

Further if Customer withholds any payments for a reason attributable to the Supplier or Consultants, Nagarro may withhold the payment of Supplier's invoices accordingly.

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6 Confidentiality

- (1) "Confidential Information" shall mean any or all non-public technical or commercial information concerning business, systems, software, or services provided by Nagarro or Customer pursuant to this Agreement, and includes without limitation any material, trade secret, know-how, formula, processes, algorithm, idea, strategies, invention, data, design, flow-chart, drawing, proprietary information, current or potential customer details, employee detail, business and marketing plans, financial and operational information, material or data relating to the current or future business and operations of Nagarro or Customer which may come to the knowledge of Supplier or Consultants directly or indirectly, or any other information of Nagarro or Customer, which Supplier or Consultants will have access to during the term of this Agreement.
- (2) Supplier ("**Receiving Party**") recognizes that by carrying out the provisions of this Agreement, Recipient will gain access to Confidential Information of Nagarro or Customer ("**Disclosing Party**"). The Receiving Party acknowledges that such Confidential Information is the exclusive property of Disclosing Party, and Receiving Party expressly agrees that it will not disclose or use Confidential Information for its own benefit or for the benefit of any other person, firm, partnership, or corporation without the prior written consent of Disclosing Party,
- (3) The Receiving Party shall maintain all Confidential Information that it receives from the Disclosing Party in connection with this Agreement in confidence, using commercially reasonable standards and no less care than it uses with its own similar confidential or proprietary information. Confidential Information shall not be copied, reproduced in any form, or stored in a retrieval system or database without the prior written consent of the Disclosing Party, except for such copies and storage as may reasonably be required for performance of services under the Work Orders.
- (4) Except for its Consultants, the Receiving Party shall not disclose this Agreement, the terms of this Agreement or Confidential Information that has been passed hereunder to any third party. The Receiving Party may disclose the Confidential Information only to Consultants or to its employees or who have a need to know the Confidential Information for the performance of services under the Work Orders. The Receiving Party shall, prior to disclosing the Confidential Information to such individuals, issue appropriate instructions to them for satisfaction of its obligations herein and obtain their agreement in writing to receive and use the Confidential Information on a confidential basis on the same conditions contained in this Agreement. The Receiving Party acknowledges that it doesn't have any right whatsoever to seek the Confidential Information and that Receiving Party acquires no right whatsoever, and of any nature, over the Confidential Information so disclosed. The Disclosing Party disclaims any intent to provide any kind of right in, or to the use of Confidential Information to the Receiving Party, other than the purpose for which the same is disclosed.
- (5) Upon request of the Disclosing Party, the Receiving Party shall immediately return the Confidential Information and all copies thereof in any form whatsoever under its power or control and shall delete the Confidential Information from all retrieval systems and databases or destroy the same.
- (6) The obligations under this Section 6 shall not apply to Confidential Information that:
 - i. is or becomes readily available to the public, other than through a breach of this Agreement;

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- ii. is subsequently, lawfully, and in good faith obtained from a third party owing no obligation of confidentiality to the Disclosing Party and without breach of this Agreement; or
 - iii. was received by the Receiving Party prior to the date of disclosure of such Confidential Information by the Disclosing Party;
 - iv. is independently developed by the Receiving Party or its personnel; provided that the person or persons developing the information have not had access to the Confidential Information as received from the Disclosing Party;
 - v. is approved for disclosure in writing by the Disclosing Party.
- (7) The Receiving Party shall notify the Disclosing Party, in writing, of any improper use of Confidential Information promptly, upon such use by any person or company coming to the notice or knowledge of the Receiving Party.
- (8) The confidentiality obligations contained in this Agreement will survive even after this Agreement has expired or has been terminated.
- (9) The confidentiality obligations of the Receiving Party shall be supplemented by a Non-Disclosure Agreement to be executed between the Parties.

7 Insurance

- (1) Supplier shall procure and will maintain in effect throughout the life of this Agreement, Workers' Compensation Insurance covering all Consultants/ employees of Supplier in the full limits required by statutes covering Contingent Workers in addition to Employers' Liability coverage of at least \$1,000,000 per occurrence.
- (2) Supplier will maintain in effect throughout the term of this Agreement, at its cost and expense, Comprehensive General Liability and Automobile Liability Insurance for bodily injury and property damage, covering owned and non-owned vehicles, including the loading and unloading thereof, with single limits of liability for bodily injury and or death of not less than \$1,000,000 for each occurrence, and property damage of not less than \$1,000,000 for each occurrence. Supplier shall further secure, at its cost and expense, employee fidelity bonding when requested in amounts satisfactory to Customer/ Nagarro ordering locations.
- (3) All insurance or bonding required hereunder shall be carried by responsible insurance or bonding companies satisfactory to Customer/Nagarro. Each insurance policy shall name Customer/ Nagarro as an additional insured party and provide coverage that is primary with respect to other coverage.
- (4) Supplier will furnish Customer/Nagarro with certificates of insurance evidencing the coverage required hereunder, within seven days of the date of this Agreement. Each certificate of insurance shall provide a thirty (30) day notice of cancellation or for material change in policy.
- (5) Maintenance of insurance by Supplier as specified in this paragraph shall in no way be interpreted as relieving Supplier of any responsibility whatsoever for liability arising under this Agreement or otherwise and the Supplier may carry, also at its own expense, such additional insurance as it deems necessary.

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- (6) Supplier shall, from time to time, as deemed necessary by Customer/Nagarro - i) enhance limits of insurance taken under this Agreement; and ii) take new insurance coverage.
- (7) Supplier shall immediately within three (3) days notify Nagarro if at any time Supplier receives notice of cancellation of any insurance policy required hereunder or in the event of any material changes to any such policy and shall take alternate and adequate insurance for the purpose to Customer's/Nagarro's satisfaction.

8 Taxes

- (1) Supplier shall be responsible for payment of any statutory/government taxes, revenues, duties, levies etc. which may become payable under this Agreement.

9 Non-Compete

- (1) Supplier, its affiliates and subcontractors shall not during the subsistence of this Agreement and for three (3) years thereafter either solicit any business from a Customer of Nagarro or enter into any arrangement/agreement with Nagarro's Customer or provide any services to Nagarro's Customer(s) except through Nagarro.
- (2) During the term of any Work Order and for a period of one (1) year after the termination of services under such Work Order, Supplier, its affiliates, and subcontractors agree that they will not provide the services of the Consultant assigned under such Work Order, either directly or indirectly through another party, to the same Customer or Customer business unit or to another Customer in connection with the same Customer project or engagement that was the subject of such Work Order.

10 Hiring of Personnel

- (1) During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, Supplier and Supplier Personnel agree that they will not solicit for hire, hire, or advise or assist others with the opportunity to do the same, any (i) employees or contractors of Customer; (ii) employees or contractors of Nagarro; or (iii) employees or contractors of other suppliers who are on assignment with Customer or had been on assignment with Customer during the previous six (6) months.
- (2) During the term of any Work Order under this Agreement and at any time thereafter, Nagarro may offer employment to and/or hire, or facilitate the transition of employment to a third party, any Supplier Personnel who is providing or has provided services under one or more Work Orders:
 - i. Without Fee – For Consultant who has worked on a Customer project for more than three (3) months, without the payment of any fee or charge to Supplier.
 - ii. With Fee – For Consultant who has worked on a Customer project for a period lesser than three (3) months as agreed upon by Supplier and Nagarro.

11 Termination

- (1) Nagarro shall have the right to terminate any Work Order pursuant to the Agreement, partially or completely, as also require the Supplier to replace a Consultant immediately by providing one (1) week notice to Supplier. However, Nagarro may attempt to give a reasonable notice for any such termination/ replacement, if so deemed possible by Nagarro at its sole discretion.

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- (2) A Work Order may also be terminated by Nagarro without prior notice if (i) the contract between Nagarro and the Customer is terminated for any reason, or (ii) the Customer directs Nagarro to terminate this Agreement upon unsatisfactory services performed by Supplier/Consultant.
- (3) Supplier may terminate any Work Order by giving four (4) weeks written notice to Nagarro.
- (4) In the case of replacements under Sections 11(1) above or resignation or unavailability due to leave, sickness, accident, or any other similar reason of any Consultant, Supplier will ensure that the replacements have skills as needed for effective performance of the services under the Work Order and for fulfillment of the objects of the Agreement and that sufficient overlap is provided for effective handing-over and taking-over.
- (5) Nagarro may terminate this Agreement by providing thirty (30) days written notice, for convenience.
- (6) If the Supplier breaches any of the terms of this Agreement, Nagarro may terminate this Agreement by giving one (1) day's written notice of termination to Supplier.
- (7) Supplier may terminate this Agreement with 30 (thirty) days' notice in the event of a continued material breach by Nagarro pursuant to 90 (ninety) days' notice by Supplier to cure such material breach.
- (8) Upon termination of this Agreement by either Party, the Supplier/Consultant shall return all information and or property of Customer/Nagarro to Customer/Nagarro immediately. Supplier/ Consultant shall not make or retain copies of any information, which Supplier may have received.

12 Force Majeure

- (1) Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any Governmental body. However, the Party claiming a force majeure event shall inform the other Party within seven (7) days from the beginning of such event about the existence of the same and take all such steps necessary to ensure that the loss to the other Party is minimized as also inform the other Party immediately on cessation of the force majeure event and resume effective fulfillment of its obligations hereunder.

13 Intellectual Property

- (1) Supplier or Consultants shall have no control or ownership in any form or manner whatsoever in the title, copyright, or other proprietary rights to the software, materials, products, and deliverables developed by Consultants pursuant to this Agreement. All such title and rights shall vest in Nagarro, free of any encumbrances, licenses, conditions or qualification. Any intellectual property created/ work done under this Agreement shall be "work made for hire" for the benefit of Nagarro. In the event any portion of any such work of authorship created by Supplier does not qualify as "work made for hire", Supplier hereby assigns, or, if Supplier has failed to previously secure ownership of all copyrights in such portion, will obtain title and assign all copyrights to such work to Nagarro.

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- (2) Supplier and Consultant hereby agree that they irrevocably assign to Nagarro all their rights in any software, programs, databases, modules, designs, interfaces etc., ("Work Product") developed by them in the course of performance under this Agreement and during the term of this Agreement. Supplier and Consultants agree that they will assist Nagarro or its assigns in securing trademark, copyright, patent etc., for protection for such Work Product in USA or any other country, at the cost of Nagarro.
- (3) Supplier and Consultants hereby declare that, this Agreement shall be sufficient to show their irrevocable intent to assign the rights in the Work Product to Nagarro and the copies of this Agreement shall be sufficient to declare to any one such intent. Nagarro may make any changes, modifications, additions etc., to the Work Product. Supplier and Consultant hereby waive any right to be stated as the author or any other rights flowing from the Berne Convention.
- (4) Supplier hereby undertakes not to use intellectual property of any third party, without valid permissions from such third party and Nagarro, in the performance of any work under the Agreement.
- (5) Supplier shall have no right, title or interest to Nagarro's or Customer's intellectual property.
- (6) Every invention, discovery and improvement made, conceived or reduced to practice in performing services by Supplier belongs to Nagarro, without further consideration, and shall be reported to Nagarro promptly. Upon request, Supplier shall execute all documents and papers, and shall furnish all reasonable assistance required: (i) to establish in Nagarro title to such inventions, discoveries, and improvements; and (ii) to enable Nagarro to apply for United States and foreign patents thereon.
- (7) In providing the services, Supplier may, with prior notice to and written approval by Nagarro, use commercially available Supplier Products or Supplier Software Tools as may be reasonably required to provide the services. By delivery of services pursuant to the Agreement, Supplier grants to Nagarro, a nonexclusive, non-transferable, world-wide, permanent, paid-up license to make, have made, use, have used, reproduce and modify the Supplier Intellectual Property and to prepare Derivative Works based upon such Supplier Intellectual Property incorporated or used in the delivered services and to sub-license others to do the same for the purpose of supporting Nagarro's business.
- (8) Supplier may use third-party Intellectual Property in the provision of the services, with prior notice and written approval from Nagarro, provided Supplier obtains for Nagarro or warrants that Supplier has adequate rights to allow Nagarro to use such third-party Intellectual Property without any let or hindrance.
- (9) Supplier shall supply Nagarro with documentation which is necessary or reasonably required by Nagarro for the use of the delivered services in accordance with the Agreement or as normally provided during provision of such services. Such documentation as and when delivered shall be considered intellectual property of Nagarro. Whenever such documentation is revised, modified or altered in any material way, Supplier shall promptly supply copies of the revised, modified, or altered documentation to Nagarro.
- (10) Supplier does not convey, and Nagarro does not obtain, any right in the programs, systems, data, or materials utilized or provided by Supplier in the ordinary course of business in the performance of its obligations under this Agreement, except to the extent

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they are delivered to Nagarro as a part of the Work Product/ services provided by or for Supplier pursuant to the Agreement. All files, packages or systems (together with, but not limited to, their Source Code), input materials and output materials, and the media upon which they are located (including, without limitation, cards, tapes, discs, and other storage media) which contain Nagarro's Confidential Information, Intellectual Property or Nagarro's derivative work shall become property of Nagarro. Upon termination of the Agreement for any reason, all such property together with their source codes, which are in the possession of Supplier, shall be immediately delivered to Nagarro.

14 Nature of Agreement/Relationship between Parties

- (1) Nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, partners or joint ventures between the Parties. In performance under this Agreement, Supplier is an independent contractor. Nothing in this Agreement shall be construed as constituting Supplier/ its directors/ Consultants/ employees/ agents/ subcontractors as an employee/ legal representative/ subcontractor/ agent/ servants of Nagarro, for any reason whatsoever. Supplier or Consultants shall not be entitled to any of the benefits accorded to the employees of Nagarro.
- (2) Nagarro assumes no liability for personal injury, property damage or infringement of intellectual property of Supplier, its customers or directors/ Consultants/ employees/ agents/ subcontractors/ employees of Supplier, arising out of Supplier's performance of this Agreement.

15 Indemnification

- (1) Supplier hereby fully indemnifies and holds harmless Nagarro and Customer (to the extent of all benefits and awards, cost of litigation, disbursements and reasonable attorney's fees that Nagarro/ Customer may incur in connection therewith) from any claims, actions, suits, injuries (including death), causes of action, penalties, interest, additional taxes, demands and expenses awards asserted or brought against Nagarro/ Customer:
 - i. by the Supplier's contingent worker/ employees/ Consultants/ sub-contractors/ agents/ directors etc. for workers' compensation benefits, wages, perks, benefits of any kind, medical claims, damages for any reason and under any theory of liability; or
 - ii. by a Customer/ third party for any act or omission of Supplier/ Consultant; or
 - iii. by any third party against any of the Consultants or the Supplier or any of the Supplier's employees/ agents/ subcontractors/ directors etc. as a result of the Consultants and/ or the Supplier discharge of their obligations under this Agreement; or
 - iv. by the personal representatives of contingent worker/ employees/ Consultants/ sub-contractors/ agents/ directors etc. in the event of death or partial or full physical or mental incapacity to work; or
 - v. caused by or resulting from the failure of Supplier to fully comply with applicable federal, state, or local laws, statutes, regulations or Governmental directives which regulate the performance of the provisions of liability for loss or damage of any kind suffered by any third party caused by any act or omission or breach of this Agreement by Supplier, including negligent or willful conduct of Supplier or its Consultants arising out of its performance under this Agreement; or
 - vi. by a third party regarding any breach of intellectual property rights committed while performance of services by Supplier/Consultants under this Agreement.

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- (2) At Nagarro's/ Customer's option and upon written notice, Supplier shall undertake to defend Nagarro/ its Customer against such claims at its cost and expenses.
- (3) Supplier shall irrevocably indemnify Nagarro and keep it indemnified against all and any liability, loss, damage, claims, costs and expenses awarded against or incurred or suffered or paid by Nagarro arising out of or in connection with or as a result of any breach by the Supplier or any of its obligations under the Agreement, any negligent or defective performance of the Agreement by the Supplier and any failure of the Supplier to comply with the obligations imposed on it by law with regard to personal data and privacy.

16 Limitation of Liability

- (1) Notwithstanding anything contained elsewhere in this Agreement and under any circumstance, for any reason whatsoever, Nagarro shall not be liable for any incidental, ancillary, direct, indirect, special or consequential damages, including, but not limited to lost profits, whether in tort or contract and based on any theory of liability, and the Supplier specifically agrees that in any event Nagarro's liability is limited to payment of \$ 1,000 (USD One thousand only) to Supplier/ Consultant cumulatively for all actions/ claims under this Agreement.

17 General

17.1 Disclaimer

- (1) Except as expressly stated herein, Nagarro has not made any warranties or representations, express or implied, by operation of law or otherwise. Supplier has not relied on any express or implied representation of Nagarro, written or oral, as an inducement for entering into this Agreement.

17.2 Audit

- (1) Nagarro will have the right at any reasonable time and after giving reasonable notice to send its authorized representatives to examine all pertinent documents and materials in the possession or under the control of Supplier relating to any of Supplier's obligations under the Agreement or any payments requested by Supplier pursuant to the Agreement. In addition, Nagarro shall have the right to audit in order to verify the integrity of Nagarro data, to examine the systems that process, store, support, and transmit that data, and to examine Supplier's performance of the services including, to the extent applicable to the services and charges therefor, audits (1) of practices and procedures, (2) of systems, (3) of general controls (e.g., organizational controls, input/ output controls, system modification controls, processing controls, system design controls, and access controls) and security practices and procedures, (4) of disaster recovery and back-up procedures, to the extent applicable, and (5) as necessary to enable Nagarro to meet applicable regulatory requirements. Supplier shall retain records and supporting documentation sufficient to document the performance of its obligations hereunder and the related fees charged to Nagarro, for a minimum of two (2) years, or such longer period required by law, following the completion of the services to which such performance and fees relate.
- (2) As part of the services, Supplier shall provide Nagarro with reasonable assistance in meeting its audit and regulatory requirements as specified in this Section. Such assistance shall be considered normal and customary to the provision of such services. Supplier shall

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provide to Nagarro and such auditors and inspectors as Nagarro may designate in writing, such facilities as Nagarro or such auditors may reasonably require in performing the audits.

- (3) If any audit reveals an overcharge of more than 5% in any charge by Supplier, and Supplier does not successfully dispute the amounts questioned by such audit, Supplier shall pay the costs of such audit of the charges.

17.3 Notices

- (1) All notices required to be given under this Agreement shall be given in writing and shall be deemed to have been given:
- i. When hand delivered during normal business hours of the recipient, acknowledgement taken.
 - ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. All fax notices shall be followed by, a copy sent by registered mail/ first class courier, return receipt requested.
 - iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting.

- (2) The notices under this Agreement shall be given at following addresses:

To Nagarro:

To Supplier:



- (3) In case there is any change in the address of any Party, it shall be communicated in writing to the other Party.

17.4 Arbitration

- (1) Any claim or controversy arising out of or relating to this Agreement, or the making or performing or interpreting of it, shall be settled by Arbitration and the proceedings shall be held in accordance with the provisions of the laws of the state of California.

17.5 Non-Waiver/ Enforceability

- (1) No provision of this Agreement may be waived or changed except by a writing signed by the Party against whom such waiver or change is sought to be enforced. Failure or omission by either Party at any time to enforce or require strict or timely compliance to any provision of this Agreement shall not affect or impair that provision in any way or the rights of Nagarro to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision.

17.6 Severability

- (1) If any provision of this Agreement is held unenforceable or invalid under applicable law, the remainder of this Agreement shall nevertheless be in full force and effect.

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17.7 Amendments

- (1) This Agreement shall not be amended or modified except in writing duly executed by the Parties.

17.8 Headings

- (1) Captions are used herein for the purposes of references only and shall not be construed in the interpretation of this Agreement.

17.9 Counterpart

- (1) This Agreement is executed in Duplicate and each copy shall be treated as original for all legal purposes.

17.10 Entire Agreement

- (1) All understandings, heretofore made between the Parties are merged into this Agreement, which alone fully and completely expresses the agreement of the Parties. This constitutes the entire agreement between Nagarro and Supplier as to the subject matter hereof and supersedes any prior oral or written agreement on the subject matter.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DAY GIVEN HEREINABOVE AND PUT FORTH THEIR SIGNATURES:

For Supplier

Name: Mitesh Chheda
Title: operations Manager
Date: _____

For Nagarro

Name: _____
Title: _____
Date: _____