

#### AGREEMENT

This "Agreement" is made at Gurgaon on August 8, 2014 by and between

**Green Lion Group**, a partnership firm incorporated under the provisions of the (Indian) Partnership Act, 1932 having its registered office at E-21, Sushant Lok, Phase 1, Gurgaon and also having its corporate office at D5/28, DLF Phase 1, Gurgaon - 122 002, Haryana (hereinafter referred to as "**GLG**"); which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the First Part;

**AND**

**PAMAC Finserve Private Limited** a Company registered under the Companies Act of 1956; having its Registered Office at A-21, Shriram Industrial Estate, 13, G D Ambekar Road, Wadala, Mumbai - 400 031. hereinafter referred to as "**the company**" (Which expression shall unless the context or meaning otherwise requires shall mean and include its directors for the time being and includes their survivor/s, legal heirs, administrators, executors, successors and assigns) of the SECOND PART.;

For GLG

For PAMAC

Authorized Signatory

Authorized Signatory

## RECITALS:

WHEREAS GLG is engaged in the business of providing Research, Analytics, Strategy Formulation, Business Process Management services and other related services to various customers.

AND WHEREAS PAMAC has approached GLG representing that it has also acquired the necessary expertise to provide the services including but not limited to field data collation across significant locations all over India and has offered to provide the services.

AND WHEREAS the GLG acting upon representations of PAMAC has agreed to enter into this Agreement on principal to principal and on non-exclusive basis upon the following terms and conditions which are fully acceptable to PAMAC and are enumerated as under.

## NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

### 1. SCOPE OF SERVICES

a) The PAMAC shall provide to GLG, during the continuance of this Agreement such services on a non-exclusive basis, as are described in Schedule, "A" ("Services") of this Purchase Orders issued time to time and made part hereof. From time to time during the term of this Agreement or schedule thereof, each and / or any addition or amendment shall be in writing.

b) That PAMAC agrees to provide the Services as per the requirement of the GLG at the various locations within India. List containing locations shall be attached with the Purchase Order / s issued where GLG requires services In the event the GLG foresees any quantum increase/ramp up in the volume of business contrary to the business plan anticipated volume, or have its intention to increase services to other locations i.e. other than the present locations as per ANNEXURE C , GLG shall give PAMAC 15 ( fifteen) days' notice to this effect in order to enable PAMAC to prepare itself for such increase in locations. PAMAC agree to start the operations at a particular location within the period of 15 (Fifteen) days.

c) Nothing contained herein shall restrict the right of the GLG to appoint any other service provider or company for rendering similar services to GLG on same, similar or on any other terms and conditions as the GLG may deem fit, such terms and conditions may be in variance with terms and conditions contained herein.

### 2. EFFECTIVE DATE

This Agreement shall be effective from the August 01, 2014 ("Effective Date")

### 3. TERM AND TERMINATION

a) Initial Term - This Agreement shall remain in effect until July 31, 2015 ("Term"), unless sooner terminated as provided in this Agreement.

b) Termination by the GLG - Notwithstanding Clause 3(a), the GLG may terminate this Agreement, with or without cause, at any time during the Term of the Agreement

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by delivering not less than fifteen (15) days written notice of such termination to PAMAC

c) And further GLG reserve its right to individually terminate the services of the PAMAC at any location, with or without cause, at any time during the term of the Agreement by delivering not less than fifteen (15) days written notice of such individual termination of location to PAMAC. In that event PAMAC agrees and undertakes to continue its services under this Agreement at the remaining locations subject to terms and conditions.

d) Termination by the PAMAC - Notwithstanding Clause 3(a), PAMAC may terminate this Agreement or any branch location at any time during the Term of this Agreement provided the PAMAC serves a prior written notice of not less than thirty (30) days to the GLG in this regard.

e) Option to Extend - The GLG shall retain an option to extend the Term of this Agreement for an additional period of one year on the terms and conditions set forth in this Agreement. GLG shall extend the validity period of this Agreement by notifying PAMAC in writing 30 days prior to the expiry of the Term of this Agreement.

f) Forthwith Termination - Without prejudice to the provision of Clause 3(b), the GLG may forthwith terminate this Agreement or its services at any particular location as per ANNEXURE A within 7 days by giving written notice to the PAMAC under the following circumstances

i) If in the reasonable opinion of the GLG GROUP, PAMAC performance pursuant to this Agreement is not acceptable in accordance with agreed level of expectation under the circumstances which pertains to the objectionable services (including by way of example but not limited to, loss of or damage of documents, poor delivery performance, material failure to meet standard, quality and rules/regulations/ policies requirement of the GLG, erroneous or illegible reports to the GLG of events etc.)

ii) If PAMAC breaches any provisions of this Agreement;

iii) If PAMAC breaches or violates any applicable Law or its provisions thereof;

iv) If PAMAC passes a resolution for windup the PAMAC for any reason whatsoever or is subjected to winding up proceedings in any court;

v) If a receiver is appointed in respect to the whole or substantial part of the assets of the PAMAC;

vi) If PAMAC or any of its Directors are involved in any criminal proceedings; In the event of any reorganization, merger, acquisition or related activity pursuant to which there is a change in the management or control of the PAMAC; or

vii) If the appointment of or continuance of PAMAC under this Agreement is likely to result in loss of goodwill or reputation of the GLG.

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#### 4. TERMS OF PAYMENT

GLG will pay to the PAMAC in respect to the Services rendered to GLG by the PAMAC on a monthly basis after 30 days of submission of bills at the rates particularly described as per ANNEXURE C and after deduction of taxes & statutory dues as applicable. Further GLG reserve its right to change or modify the pricing and payment mechanism on the basis of review and mutual understanding.

The PAMAC shall submit the bills pertaining the previous month in the following month with all proofs of work-done or any other documents as may be required by the GLG, as have been the basis for charge to GLG. The bills without the supporting documents will not be processed for payments. The rates set forth in Schedule B are subject to revision, if agreed to in writing by mutual consent between the Parties. The GLG shall reserve the right to deduct charges for delayed/non delivery of deliverables as agreed. The amount/s will be recovered by the GLG from payments due to PAMAC.

#### 5. CONFIDENTIALITY

For the purposes of this clause, "Confidential Information" shall mean and include all data, documents, papers, data base, and any other information relating to the GLG, its business, operation clientele, etc. which may be disclosed to or becomes available to the PAMAC under this arrangement.

The PAMAC shall maintain the "Confidential Information" confidential and not disclose the same to any third party or use the same for any purpose other than for the performance of its obligations in terms of this Agreement without prior written approval of the GLG. PAMAC shall ensure that all its employees are informed accordingly to maintain confidentiality of the Confidential Information. It is expressly agreed between the parties that the undertaking by PAMAC in terms of the clause is a material inducement for the GLG to enter into this agreement.

In the event of any breach of this clause, the GLG shall without prejudice to its other rights to claim injunctive relief be entitled to claim from PAMAC, and PAMAC shall be liable to pay to the GLG, subject to mutual consent, an amount equivalent to Rs. 500,000/- (Rupees Five Lac) towards liquidated damages.

PAMAC acknowledges the exclusive right of the GLG in the Confidential Information and agrees and undertakes that nothing in this Agreement or the performance of any Services shall be construed to give as giving rise to any proprietary interest for the PAMAC of any right of lien or set off to it. PAMAC shall, upon request of the GLG GROUP, immediately return to the GLG all Confidential Information in its possession or control, which is in a physical form or recorded or stored by electronic means or otherwise, including all copies thereof.

All material and supplies furnished to the PAMAC, confidential or not, including but not limited to any operations, and procedure manuals, instructions, and processes shall remain the exclusive property of the GLG GROUP. All such material shall be returned to the GLG without demur or delay on the expiry of sooner termination of this Agreement. The obligations of PAMAC under this clause shall survive beyond the termination of this agreement.



## **6. REQUIRED DISCLOSURE**

If PAMAC is directed by court order, or other legal or regulatory request or similar process to disclose information recorded or any document or any of the Confidential Information, PAMAC shall notify the GLG in writing, in sufficient details immediately upon receipt of such court order, or other legal or regulatory request or similar process, as the case may be in order to permit the GLG to make an application to obtain an appropriate protective order.

## **7. RIGHT OF INSPECTION/AUDIT**

GLG may, at any time, for itself and its agents, conduct verification and check documents /records pertaining to the services provided by the PAMAC to GLG during regular working hours and also has the right to review the Services being rendered by the PAMAC and retains the right to change or modify the service and payment schedule at its own discretion, after due intimation to the PAMAC.

Further, PAMAC hereby agrees to an audit of its books of accounts and documents, by the auditors appointed by GLG, for all transactions related to the services provided to GLG pertaining to GLG relationship, for the assurance to compliance of requirements including but not limited to all such records / supporting documents as have been the basis for charge to GLG and for any payments received from GLG. The PAMAC undertakes to provide access to all accounting records & ensure full co-operation with the audit staff appointed by GLG.

## **8. LIMITATION OF LIABILITY**

The GLG shall have no liability whatsoever for any injury to PAMAC employees or representatives suffered while on the GLG premises or anywhere else and including without limitation of liability for any damages suffered which results from the malfunction of any equipment.

## **9. INDEMNITY**

The PAMAC shall indemnify and keep harmless, GLG and its directors, affiliates, successors in interest, assignees, and employees from and against all claims (including claims by third parties), damages, or assertions of liability of any kind or nature, any and all actions including suits, penal prosecutions, proceedings, assessments, settlement, arbitration, judgments, cost and expenses (including attorney's fees) attributable to PAMAC, its personnel and/or agents, in relation to -

- Any breach of the terms, covenants and conditions or other provisions of this Agreement;

- Any action or omission hereunder;

- Any failure to comply with applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law; or misconduct, misfeasance, malfeasance, negligence or fraudulent acts;

Further the PAMAC shall ensure that no fraud of any kind / nature contractual, criminal or otherwise is committed by any of its employees. The PAMAC agrees and



undertakes to initiate an appropriate action against all such Employees including disciplinary action and filing of Police Complaint.

The GLG GROUP's rights to indemnity pursuant to this clause shall survive the termination of this Agreement.

**10. PAMAC'S PERSONNEL**

(i) Nothing herein contained creates any liabilities whatsoever on GLG either express or implied, in any way to employ or provide any member of the PAMAC with employment with or in GLG or otherwise, in any capacity or at any time whatsoever and that GLG will have no liability either expressed or implied, to pay or provide the PAMAC or its personnel or any other person connected with the PAMAC with any form of compensation, gratuity and/or remuneration whatsoever other than payment connected with the PAMAC and the PAMAC or its employees or any of its representatives shall make no claim at any point of time during the period of this Agreement or at any time thereafter for any compensation for illness, accident, injury, disability or death arising out of any activities connected with GLG GROUP, and GLG shall not be liable for any such claims. The PAMAC agrees and undertakes to communicate this to its employees and also specifically explain the implication of this clause to all its employees who are entrusted by it to perform Services under this Agreement.

ii) PAMAC is not authorized to hire any person on behalf of the GLG and that the personnel designated by PAMAC to carry out its obligations under this Agreement shall at all times be employees of PAMAC to whom the Employee State Insurance Act, Provident Fund Act, relevant profession tax acts, *inter alia* other legislation's, apply, and who are covered under the same. PAMAC shall provide a monthly list of such of its employees who are designated by PAMAC to carry out its obligations under this Agreement, and, shall allow the GLG's officials to verify their book in so far as they relate to compliance with the enactments mentioned above.

**11. COMPLIANCE WITH LAWS, AGREEMENTS ETC.**

At all times the PAMAC shall keep itself fully informed of applicable laws, ordinances, regulations, rules and orders of the land, in performances of the Services including procurement of licenses, permits, and certificates and payment of taxes where required. If at any time during the term of this Agreement, the GLG is informed or information comes to the GLG attention that the PAMAC has not complied with any applicable law, regulation or code, as the case may be PAMAC shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

**12. REPRESENTATIONS/WARRANTIES**

The PAMAC hereby represents that it has the authority, skill, experience and resources to render Services hereunder and shall render the Services in an ethical and bona fide manner and in compliance with all laws and regulations.





The PAMAC is duly organized, validly existing, and in good standing under the laws of India and has full corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement.

The PAMAC has agreed to obtain all necessary licenses, permissions, registrations (as applicable) including but not limited to registration under Shops and Establishment Act for all its office locations, Professional Tax registration, Contract Labor License etc.

No GLG officer, director, employee or immediate family member has received or will receive anything of value of any kind from PAMAC, or its officers, directors, employees or agents in connection with this Agreement; and that no GLG personnel have a business relationship of any kind with PAMAC or its officers.

No Family members of the officer, director or employee of GLG are associated directly or indirectly with the management of the PAMAC.

### 13. ASSIGNMENT

PAMAC hereby agrees not to assign sub- contract or otherwise transfer its rights or duties under this Agreement except with GLG's written permission, which the GLG may withhold in its sole and absolute discretion. Any assignment or sub-contracting, if permitted by GLG, will not however relieve PAMAC from its obligation or liabilities under the Agreement.

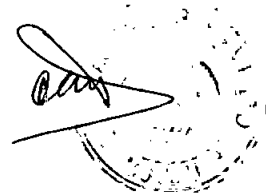
### 14. STANDARD OF CARE

PAMAC acknowledges that the GLG is relying on PAMAC's skill, experience, efficiency, diligence and professional judgment in performing its responsibilities as set forth in the Agreement ethically and to the best of its abilities using its skill, expertise, diligence in accordance with their standard practices.

### 15. USE OF TRADEMARKS

PAMAC hereby acknowledges the GLG rights, title and interest in its trade marks, logos, trading styles and other intellectual property ("Intellectual Property") of the GLG and agrees and undertakes not to contest, at any time or do or cause to be done, any act or thing, directly or indirectly, which impairs GLG's right, title or interest in its Intellectual Property. PAMAC further agrees that it shall not adopt, whether during the term of this Agreement or at any time after its termination or expiry, any mark, word, symbol, slogan, usage etc. which in any way infringes the Intellectual Property rights of the GLG or those of its parent or affiliate companies.

The PAMAC undertakes not to use the GLG or its affiliates name, trademark, symbol, logo, Branch Address etc. in any of PAMAC's external communications, as in promotion, promotional material, web sites, advertising, presentations, visiting card, identity cards etc., without prior specific written approval from GLG.

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## 16. INDEPENDENT CONTRACTOR

- a) The relationship between GLG and the PAMAC is that of principal and independent PAMAC and nothing in this Agreement shall be construed to constitute the PAMAC as an employee or agent of GLG.
- b) The PAMAC and GLG acknowledge that:
  - (i) neither is the legal representative, agent, joint venture or partner of the other for any purposes;
  - (ii) neither of them has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether express or implied on behalf of the other or to bind the other in any respect.
- c) GLG acknowledges that it shall (subject to the terms and conditions of this Agreement) only have the right to exercise such supervision or control over the PAMAC as is appropriate to the relationship of principal and independent PAMAC, provided that PAMAC must comply with all reasonable requests of GLG relating to the provision of the Services.
- d) PAMAC understands and agrees that its employees cannot, in any way, be considered to be the employees of GLG and that its employees shall never benefit from any employee benefit scheme meant for GLG employees.

## 17. EFFECTS OF TERMINATION

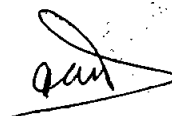
Without prejudice to the above, in the event of the expiry or prior termination of the Agreement or services at a particular locations as aforesaid, the PAMAC shall, do the following forthwith;

- (a) Cease to use the name, trademark, symbol or logo of the GLG, in any manner whatsoever.
- (b) Return all Confidential Information to GLG;
- (c) Return to the GLG all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature;
- (d) Immediately repay all amounts owing to the GLG, if any

The termination of this Agreement under the provisions will not affect the rights of any party hereto with respect to any damages it has suffered as a result of any breach of this Agreement, nor will it affect the rights or obligations of any party hereto with respect to liabilities or claims accrued, or arising out of events occurring prior to the date of termination, all of which will survive beyond such termination.

## 18. PENALTIES

The PAMAC agrees that financial penalty may be imposed on the PAMAC by GLG in respect to non-delivery of services deliverables as set forth in Schedule A. The PAMAC



and GLG agree and undertake to enter into a separate SLA including the penalty if any on delayed deliverables in due course.

## 19. OWNERSHIP AND CUSTODY OF RECORDS

PAMAC will have no lien or any right, title or interest in any soft copy/ hard copy of the document, paper, instrument, list of records pertaining to the Services being rendered by the PAMAC to the GLG GROUP.

PAMAC after written consent from the GLG, will purge any data on its Systems, PCs/Desktops /Servers/Laptops/or stored on any other equipment and shred the data available on all hard copies, lying in PAMAC 's possession, relating to the Services under this Agreement.

## 20. GLGNERAL PROVISIONS

a) Paragraph Heading - Paragraph headings are for convenience only and shall be part of the terms and conditions of this Agreement.

b) Waiver - Failure by the GLG at any time to enforce any obligation by PAMAC or to claim a breach of any term of this Agreement or to exercise any power of obligation under this Agreement, will not affect any subsequent breach and will not prejudice the GLG as regards any subsequent action.

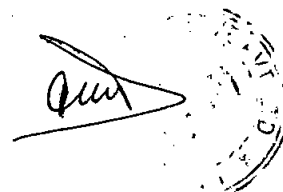
c) Severability - If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

d) Modification - No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by the GLG and PAMAC. All legally valid and applicable amendments will automatically become part of this Agreement.

e) Survival - The provision of this Agreement that by their nature and context are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement.

f) Forbearance - The failure on part of the GLG to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege confirmed in this Agreement, or to demand any penalties resulting from any breach of any of the terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

g) Force majeure -It is expressly understood by the parties that all events beyond their respective control being Force Majeure or Acts of God, including fire, flood, war, lightning, earthquake, Government policies, etc., which have the effect of preventing the performance of the contract by the parties so affected shall be construed to imply automatic suspension of the obligation to perform temporarily or permanently as the case may be, depending upon the facts and the circumstances of the event concerned.

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## 21. SUCCESSORS

This Agreement binds heirs, executors, administrators, and successors and permitted assigns of PAMAC with respect to all covenants herein, and cannot be changed except by written Agreement by both parties.

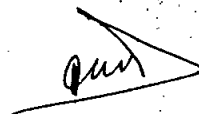
It is agreed by and between the Parties here to that, in case of reorganization, merger, restructuring or acquisition or related activity in which the PAMAC passes or transfers the management and control of its business activities, whether total or in part, to any of its group company or affiliates or to any other existing or new company shall do so only with prior written intimation to GLG and subject to, that the said company shall also takeover all the PAMAC's responsibilities and obligations towards GLG under this agreement and shall provide services to GLG on the same terms and conditions as contained in this agreement. Further PAMAC agrees and undertakes to submit all the relevant documents to GLG in this regard as and when required by GLG GROUP.

## 22. ARBITRATION

Any dispute or difference arising out of this Agreement unless settled amicably between the parties shall be referred for Arbitration. The arbitration proceedings will be conducted by the sole arbitrator under the Arbitration & Conciliation Act, 1996 & any subsequent related amendments thereto. The arbitration proceedings shall be conducted in English and held at Gurgaon. The cost of Arbitration proceedings shall be borne by both the parties in equal proportions

## 23. COMPANY POLICIES

1. PAMAC agrees to abide and ensure compliance with the 'Company's Policies' as detailed in ANNEXURE F of this Agreement. PAMAC agrees and undertakes that in performance of its obligations under this Agreement, it will abide by all standards and guidelines as laid down under this Policies or Guide and violation of the same would amount to breach of the terms of this Agreement and could inter alia lead to termination of the Agreement in terms hereof, without requiring any notice period for cure as aforesaid Termination Clause in regard to such termination and which may be amended by the Company from time to time;
2. PAMAC acknowledges that all matters set forth in the ANNEXURE F and SCHEDULE I are regarded by Company to be an important and essential part of Company's compliance with laws and regulations.
3. PAMAC agrees that its violation of any of the requirements set forth in the SCHEDULE I, including without limitation any violation of any applicable Indian law or regulation, will be grounds for Company to terminate this Agreement, as well as exercise any and all other rights it may have under this Agreement or as a matter of law



## 24. JURISDICTION

Any dispute, which may arise between the parties to this agreement with regard to any matter pertaining to this agreement, shall be subject to the exclusive territorial jurisdiction of the courts situated in Gurgaon.

## 25. BUSINESS REVIEW

PAMAC acknowledges that their business relationship, including the terms and conditions of this Agreement, are subject to periodic review by GLG.

## 26. BEST EFFORTS/ CO-OPERATION

PAMAC agrees and undertakes to employ its best efforts to meet the GLG's assignment, deadlines and standards as applicable. Unless otherwise expressed, PAMAC representative shall meet the GLG personnel to discuss and review the progress status of the assignments, on a regular basis as and when required. PAMAC also agrees and undertakes to extend its best co-operation to GLG in registration under the various applicable statutory enactments' including but not limited to applicable labor legislations as and when required by the GLG.

## 27. NOTICES

i) Unless otherwise provided herein or agreed to in writing by the parties all notices, requests or other communications shall be served or given to either party by sending it by registered post or facsimile transmission or shall be personally delivered to the other party at its address specified below:

### GLG:

Deepak Sharma  
Green Lion GROUP  
D5/28, DLF Phase 1, Gurgaon-122002, Haryana

### PAMAC Finserve Private Ltd.

Sameer Kudalkar  
A-21, Shriram Industrial Estate. 13, G.D. Ambekar Road,  
Wadala - West, Mumbai - 400031.

ii) Any notice, request or communication given:

- a) By registered mail will be deemed to have been given two (2) business days after posting thereof
- b) By facsimile will be deemed to have been given then received (if received on a Business Day), or on the next Business Day after receipt (if received on a non-Business Day).



c) By personal delivery will be deemed to have been given when received (if received on a Business Day), or on the next Business Day after receipt (if received on a non-Business Day).

## 28. COMPLETE AGREEMENT

This Agreement supersedes any and all MOU, Agreements, contracts, correspondence, letters, verbal commitments or agenda relating to the Services provided by PAMAC. This Agreement is entire in itself and cannot be changed or terminated orally. This Agreement together with schedules is the entire

Agreement and expresses the complete, exclusive and final understanding of the parties hereto with regard to the subject matter.

By executing this Agreement and schedules/ annexure, both the Parties shall be deemed acknowledge having understood the terms hereof and the procedures set out in and terminology's used in the schedules/ annexure and accept and agree to the terms hereof and shall be bound to comply with the same.

## 29. RIGHT TO ADJUST AND WITHHOLD:

The GLG will be entitled to make set off, adjustment of or withhold any amount becoming due to the PAMAC under this agreement against any money or amount which has or may become due to the GLG under any of the clauses of this agreement including indemnification clause. The PAMAC agrees not to raise any objection to such set off, adjustment or withholding done by the GLG.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives as of the date first written above.

GREEN LION GROUP

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness: \_\_\_\_\_

PAMAC FINSERVE PRIVATE LIMITED

Signature: \_\_\_\_\_  
Name : Prashant Ashar  
Title : Director  
Witness SANDESH JADHAV S. Jadhav



## ANNEXURE - A

This ANNEXURE A is annexed to and is made an integral part of the Agreement dated August 8, 2014 which is effective from 1<sup>st</sup> August, 2014 between GLG and PAMAC.

1) The PAMAC agrees and undertakes to provide the services including but not limited to the following to GLG:

- Conduct predefined survey's at designated places as defined by GLG representative
- Observe, capture and update online their observations related to questionnaire within the agreed timelines
- Immediate scope of work requires
  1. Survey 1 to be concluded and updated on an online portal by 25<sup>th</sup> of every month for all locations and conclusion and update of Survey 2, Stage 1 by 15<sup>th</sup> of every month
  2. Subsequent to the above point, for Survey 2, Stage 1, there are two follow-up stages where PAMAC team will/ will not receive a text message from GLG's client. PAMAC agrees to capture the same at each leg and update on online portal before 25<sup>th</sup> of every month

2) Addendum ( including additions) to the above will be communicated in writing with increased scope of work.

3) PAMAC agree and undertakes to provide the requisite number of personnel having suitable job description, having a minimum of a Graduate degree as an educational qualification, good command over written and spoken English, besides English the staff would be conversant in a Second Language which should be the main local language in the respective location of the Work Assignment to perform services under this Agreement as laid down and revised by GLG in conjunction with the PAMAC from time to time. Any deviation in minimum qualifications shall require specific sanction by GLG.

4) PAMAC shall provide requisite training as per the requirement of GLG to all its personnel prior to being deputed to provide services under this Agreement, at its own cost and expenses. GLG may also give formal service specific / product related training to the PAMAC personnel and PAMAC should ensure full attendance.





## ANNEXURE -B

This ANNEXURE B is annexed to and is made an integral part of the Agreement dated August 8, 2014 which is effective from 1<sup>st</sup> August,2014 between GLG and PAMAC FINSERVE PRIVATE LIMITED.

### PROBLEM RESOLUTION & ESCALATION

	Time for Resolution	Responsibility L1	Time for Resolution	Responsibility L2	Time for Resolution	Responsibility L3
Service Issues raised by GLG	8 hours	Umesh Palav	12Hrs	Prithvi Joshi	24 Hrs	Sameer Kudalkar
Issues raised by the PAMAC	12Hrs	Nisha	24Hrs	Deepak	48 Hrs	JATIN MODI





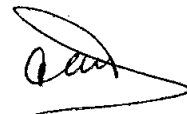
### ANNEXURE - C

This ANNEXURE C is annexed to and is made an integral part of the Agreement dated August 8, 2014 which is effective from 1<sup>st</sup> August, 2014 between GLG and PAMAC FINSERVE PRIVATE LIMITED

Sr.#	Service Description	Fixed Cost	Variable Cost
1	Survey 1	INR 325 / Survey	INR 75/Survey on completion before 25 <sup>th</sup> of every month
2	Survey 2	INR 325 / Survey	INR 75/Survey on completion before 25 <sup>th</sup> of every month
Cheque bouncing charges on actuals			

#### Payment Terms:

1. PAMAC will raise monthly bills for the services / work done in the previous month as per the rates given above & the Taxes or Service Tax as per the prevailing Tax rate, if applicable.
2. The payment will be made by Cheque/ Demand Draft/ RTGS/ NEFT to PAMAC after 30 days from the date of the Invoice along with the supporting documents received by the Company.
3. The said payment of fee shall be subject to deduction of Income Tax at source at the applicable rates and any other deductions/ penalties, if any as per the agreement.
4. The COMPANY agrees to attach relevant documents if specifically required by the GLG. In case the GLG requires any particular documents or proof of payments against the statutory due or proof of payments made to any other 3<sup>rd</sup> Parties for the reimbursement or copy of Purchase Order and the Service Provider fails to provide such documents then the GLG will not consider the same for payments unless the specified documents are attached with the Invoice.
5. The fee stated above will be valid for the duration/ terms of the Agreement & may change during the term of the Agreement based on the review by the GLG and accordingly the Annexure will be amended.
6. The Service Provider shall provide Services to GLG based on the valid Purchase Order (PO) from GLG. All the Invoices against this PO will be submitted with GLG along with the copy of the PO with the delivery OR receipt of the Service details.



## LOCATIONS

a) The COMPANY shall provide the said agreed services to GLG at multiple locations within India.

b) At present the COMPANY shall provide services to GLG at the following locations:

West	East	North	South
1 Mumbai	1 Kolkatta	1 Delhi	1 Chennai
2 Pune	2 Bhubaneshwar	2 Gurgaon	2 Coimbatore
3 Nasik		3 Jaipur	3 Cochin
4 Aurangabad		4 Lucknow	4 Trivandrum
5 Nagpur		5 Jalandhar	5 Bangalore
6 Kolhapur		6 Chandigrah	6 Hyderabad
7 Goa		7 Ludhiana	7 Vizag
8 Ahmedabad		8 Kanpur	8 Vijaywada
9 Baroda		9 Meerut	9 Rajmundry
10 Surat			
11 Rajkot			
12 Indore			
13 Bhopal			

c) The locations may increase or decrease as per the business requirements of the GLG. Any change in the list of locations will be communicated in writing by GLG to PAMAC and PAMAC agrees to comply with the same in the agreed time.

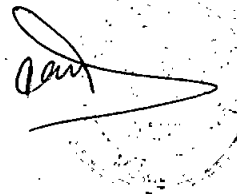
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## **ANNEXURE - D**

**This ANNEXURE D is annexed to and is made an integral part of the Agreement dated August 8, 2014 which is effective from 1<sup>st</sup> August, 2014 between GLG and PAMAC FINSERVE PRIVATE LIMITED**

**List of documents required with the Invoices.**

**For bouncing charges - Individual's self-certified letter**

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## ANNEXURE F

This ANNEXURE F is annexed to and is made an integral part of the Agreement dated August 8, 2014 which is effective from 1<sup>st</sup> August, 2014 between GLG and PAMAC FINSERVE PRIVATE LIMITED

### COMPANY POLICIES

1. PAMAC hereby represents and warrants that in carrying out its responsibilities under the Agreement, PAMAC shall not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies, gifts, gratuities, entertainment, travel or anything else of value to
  - A. any person or firm employed by or acting for or on behalf of any Customer, whether private or governmental; or
  - B. any government official or employee or any political party or candidate running for political office, for the purpose of inducing or rewarding any favorable action by the Customer in any commercial transaction or in any governmental matter.
2. PAMAC will use good judgment to avoid even the appearance of any improper payment and will further ensure that business entertainment is of a perfectly lawful, legitimate and decent nature, and permissible by the procedure and business principle of integrity.
3. In the event the GLG has reason to believe that a breach of any of the representations and warranties as aforesaid has occurred or is likely to occur, the GLG shall have the right to audit PAMAC in order to satisfy itself in this regard. The GLG may, during this period, withhold further [delivery of products] [commission payments] until such time as it has received confirmation to its satisfaction that no breach has or will occur. The GLG shall not be liable to PAMAC for any claim, losses or damages whatsoever related to its decision to withhold [delivery] [commission payments] under this provision.
4. In the event of a breach of any of the representations and warranties as aforesaid, this Agreement may automatically be terminated by the GLG upon receipt by PAMAC of the written notice of termination, and any claims for payment by Agency, including claims for sales/ previously concluded or sales previously rendered shall be surrendered. PAMAC shall further indemnify and hold the GLG harmless against any and all claims, losses or damages arising from or related to such breach or the Company's termination of the Agreement, or both.
5. PAMAC undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labor practices will be adopted and it shall not collude/communicate with any competitor to fix prices for product/goods or services for any purpose whatsoever.
6. PAMAC shall avoid any conflict of interest with the Company, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Agency, will avoid any conflict of interest with the Company, and, if any person, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of



interest with the Company, and misuse of the GLG resources, in each and every act done by Agency.

7. PAMAC in performance of this Agreement shall not engage in any conduct or practice which violates any applicable local, state or union Law, order or regulation prohibiting employment discrimination against any person of race, color, religion, national origin, sex, age, disability, veteran status or characteristic protected by Law as defined and prohibited by applicable Laws.

8. No rights or obligations of, or services to be rendered by the PAMAC under this Agreement shall be assigned, transferred or subcontracted to any third party without the prior written consent of the Company.

9. In no event shall the GLG be obligated under this Agreement to take any action or omit to take any action that the GLG believes, in good faith, would cause it to be in violation of any applicable law.

10. PAMAC shall inform GLG of any changes to the ownership of PAMAC or to the employees, if any, assigned to Company's account.

11. GLG shall have the right to audit PAMAC's compliance with the GLG Improper Payments Policy and applicable laws and regulations.

## **SCHEDULE I**

This SCHEDULE I is annexed to and is made an integral part of the Agreement dated August 8, 2014 which is effective from 1<sup>st</sup> August, 2014 between GLG and PAMAC FINSERVE PRIVATE LIMITED

### **A Message from GLG**

GREEN LION GROUP is committed to unyielding Integrity and high standards of business conduct in everything we do, especially in our dealings with GLG suppliers, contractors and consultants (collectively "Suppliers"). Over the years, GLG people, including the promoters have created an asset of incalculable value: the company's worldwide reputation for integrity and high standards of business conduct. That reputation, built by so many people over so many years, depends on upholding it in each business transaction we make.

GLG bases its Supplier relationships on lawful, efficient and fair practices, and expects its Suppliers to adhere to applicable legal and regulatory requirements in their business relationships, including those with their employees, their local environments, and GLG. The quality of our Supplier relationships often has a direct bearing on the quality of our customer relationships. Likewise, the quality of our Suppliers' products and services affects the quality of our own products and services.

Suppliers are expected to collaborate with GLG's employees so that GLG's employees can continue to consistently meet these GLG integrity commitments. Suppliers are responsible for ensuring that they and their employees, workers, representatives and subcontractors comply with the standards of conduct required of GLG Suppliers. Please contact the GLG manager you work with or any GLG Compliance Resource if you have any questions about this Guide or the standards of business conduct that all GLG Suppliers must meet.

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## **GLG Code of Conduct**

GLG's Integrity commitment is set forth in the GLG Code of Conduct, which each GLG employee has made a personal commitment to follow:

- Obey the applicable laws and regulations governing our business conduct worldwide.
- Be honest, fair and trustworthy in all of your GLG activities and relationships.
- Avoid all conflicts of interest between work and personal affairs.
- Foster an atmosphere in which fair employment practices extend to every member of the diverse GLG community.
- Strive to create a safe workplace and to protect the environment.
- Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees.

***No matter how high the stakes, no matter how great the challenge, GLG will do business only by lawful and ethical means. When working with customers and Suppliers in every aspect of our business, we will not compromise our commitment to integrity.***

## **GLG Compliance Obligations**

Summary of some of the key compliance obligations of GLG employees follows:

### **Improper Payments**

- Always adhere to the highest standards of honesty and integrity in all contacts on behalf of GLG. Never offer bribes, kickbacks, illegal political contributions or other improper payments to any customer, government official or third party.
- Do not give gifts or provide any entertainment to a customer or supplier without prior approval of GLG management. Make sure all business entertainment and gifts are lawful and disclosed to the other party's employer.
- Employ only reputable people and firms as GLG representatives and understand and obey any requirements governing the use of third party representatives.

### **Money Laundering Prevention**

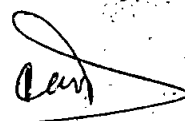
- Follow all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions.
- Learn to identify warning signs that may indicate money laundering or other illegal activities or violations of GLG policies. Raise any concerns to GLG counsel and GLG management.

### **Privacy**

- Never acquire, use or disclose individual information in ways that are inconsistent with GLG privacy policies or with applicable privacy and data protection laws, regulations and treaties.
- Maintain secure business records of information which is protected by applicable privacy regulations, including computer-based information.

### **Supplier Relationships**

- Only do business with suppliers who comply with local and other applicable legal requirements and any additional GLG standards relating to labor, environment, health and safety, intellectual property rights and improper payments.
- Follow applicable laws and government regulations covering supplier relationships.





- Provide a competitive opportunity for suppliers to earn a share of GLG's purchasing volume, including small businesses and businesses owned by the disadvantaged, minorities and women.

### **Regulatory Excellence**

- Be aware of the specific regulatory requirements of the country and region where the work is performed and that affect the GLG business.
- Gain a basic understanding of the key regulators and the regulatory priorities that affect the GLG business.
- Promptly report any red flags or potential issues that may lead to a regulatory compliance breach.
- Always treat regulators professionally, with courtesy and respect.
- Assure that coordination with business or corporate experts is sought when working with or responding to requests of regulators.

### **Complying with Competition Laws**

- Never propose or enter into any agreement or understanding with a GLG competitor to fix prices, terms and conditions of sale, costs, profit margins, or other aspects of the competition for sales to third parties.
- Do not propose or enter into any agreements or understandings with GLG customers restricting resale prices.
- Never propose or enter into any agreements or understandings with suppliers that restrict the price or other terms at which GLG may resell or lease any product or service to a third party.

### **Environment, Health & Safety**

- Conduct your activities in compliance with all relevant environmental and worker health and safety laws and regulations and conduct your activities accordingly.
- Ensure that all new product designs or changes or service offerings are reviewed for compliance with GLG guidelines.
- Use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent unplanned releases into the workplace or the environment.
- Report to GLG management all spills of hazardous materials; any concern that GLG products are unsafe; and any potential violation of environmental, health or safety laws, regulations or company practices or requests to violate established EHS procedures.

### **Fair Employment Practices**

- Extend equal opportunity, fair treatment and a harassment-free work environment to all employees, co-workers, consultants and other business associates without regard to their race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristic protected by law.

### **Security and Crisis Management**

- Implement rigorous plans to address security of employees, facilities, information, IT assets and business continuity.
- Protect access to GLG facilities from unauthorized personnel.
- Protect IT assets from theft or misappropriation.
- Create and maintain a safe working environment.
- Ensure proper business continuity plans are prepared for emergencies.
- Screen all customers, suppliers, agents and dealers against terrorist watchlists.



- Report any apparent security lapses.

#### **Conflicts of Interest**

- Financial, business or other non-work related activities must be lawful and free of conflicts with one's responsibilities to GLG.
- Report all personal or family relationships, including those of significant others, with current or prospective suppliers you select, manage or evaluate.
- Do not use GLG equipment, information or other property (including office equipment, e-mail and computer applications) to conduct personal or non-GLG business without prior permission from the appropriate GLG manager.

#### **Controllershship**

- Keep and report all GLG records, including any time records, in an accurate, timely, complete and confidential manner. Only release GLG records to third parties when authorized by GLG.
- Follow GLG's General Accounting Procedures (GAP), as well as all Generally accepted accounting principles, standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.
- Financial statements and reports prepared for or on behalf of GLG (including any component or business) must fairly present the financial position, results of operations, and/or other financial data for the periods and/or the dates specified.

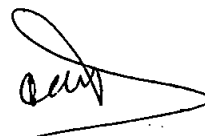
#### **Intellectual Property**

- Identify and protect GLG intellectual property in ways consistent with the law.
- Consult with GLG counsel in advance of soliciting, accepting or using proprietary information of outsiders, disclosing GLG proprietary information to outsiders or permitting third parties to use GLG intellectual property.
- Respect valid patents, trademarks, copyrighted materials and other protected intellectual property of others; and consult with GLG counsel for licenses or approvals to use such intellectual property.

#### **Responsibilities of GLG Suppliers**

GLG will only do business with Suppliers that comply with all applicable legal and regulatory requirements. Today's regulatory environment is becoming more challenging, subjecting GLG and its Suppliers to a growing number of regulations and enforcement activities around the world. This environment requires that GLG and its Suppliers continue to be knowledgeable about and compliant with all applicable regulations and committed to regulatory excellence. Suppliers that transact business with GLG are also expected to comply with their contractual obligations under any purchase order or agreement with GLG and to adhere to the standards of business conduct consistent with GLG's obligations set forth in the "GLG Compliance Obligations" section of this Guide and to the standards described in this section of the Guide. A Supplier's commitment to full compliance with these standards and all applicable laws and regulations is the foundation of a mutually beneficial business relationship with GLG.

GLG expects its Suppliers, and any Supplier's subcontractors, that support GLG's work with government customers to be truthful and accurate when dealing with government officials and agencies, and adhere strictly to all compliance obligations relating to government contracts that are required to flow down to GLG's suppliers.



As stated above, GLG requires and expects each GLG Supplier to comply with all applicable laws and regulations. Unacceptable practices by a GLG Supplier include:

- **Minimum AGE.** Employing workers younger than sixteen (18) years of age or the applicable required minimum age, whichever is higher.
- **Forced Labor.** Using forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or the trafficking in persons in violation of the Indian Government's zero tolerance policy or other applicable laws or regulations.
- **Environmental Compliance.** Lack of commitment to observing applicable environmental laws and regulations. Actions that GLG will consider evidence of a lack of commitment to observing applicable environmental laws and regulations include:
  - Failure to maintain and enforce written and comprehensive environmental management programs, which are subject to periodic audit.
  - Failure to maintain and comply with all required environmental permits.
  - Permitting any discharge to the environment in violation of law, issued/required permits, or that would otherwise have an adverse impact on the environment.
- **Health & Safety.** Failure to provide workers a workplace that meets applicable health, safety and security standards.
- **Human Rights.**
  - Failure to respect human rights of Supplier's employees.
  - Failure to observe applicable laws and regulations governing wages and hours.
  - Failure to allow workers to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by local law or regulation.
  - Failure to prohibit discrimination, harassment and retaliation.
- **Code of Conduct.** Failure to maintain and enforce GLG policies requiring adherence to lawful business practices, including a prohibition against bribery of government officials.
- **Business Practices and Dealings with GLG.** Offering or providing, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, to any GLG employee, representative or customer or to any government official in connection with any GLG procurement, transaction or business dealing. Such prohibition includes the offering or providing of any consulting, employment or similar position by a Supplier to any GLG employee (or their family member or significant other) involved with a GLG procurement. GLG also prohibits a GLG Supplier from offering or providing GLG employees, representatives or customers or any government officials with any gifts or entertainment, other than those of nominal value to commemorate or recognize a particular GLG Supplier business transaction or activity. In particular, a GLG Supplier shall not offer, invite or permit GLG employees and representatives to participate in any Supplier or Supplier-sponsored contest, game or promotion.
- **Business Entertainment of GLG Employees and Representatives.** Failure to respect and comply with the business entertainment (including travel and living) policies established by GLG and governing GLG employees and representatives. A GLG Supplier is expected to understand the business entertainment policies of the applicable GLG business component or affiliate before offering or providing any GLG employee or representative any business entertainment. Business entertainment should never be offered to a GLG employee or representative by a Supplier under circumstances that create the appearance of an impropriety.
- **Collusive Conduct and GLG Procurements.** Sharing or exchanging any price, cost or other competitive information or the undertaking of any other collusive conduct with any other third party to GLG with respect to any proposed, pending or current GLG procurement.



• **Intellectual Property & other Data and Security Requirements.** Failure to respect the intellectual and other property rights of others, especially GLG. In that regard, a GLG Supplier shall:

- Only use GLG information and property (including tools, drawings and specifications) for the purpose for which they are provided to the Supplier and for no other purposes.
- Take appropriate steps to safeguard and maintain the confidentiality of GLG proprietary information, including maintaining it in confidence and in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the prior written permission of GLG.
- If requested to send data over the Internet, encrypt all such data.
- Observe and respect all GLG patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as GLG may from time to time establish.
- Comply with all applicable rules concerning cross-border data transfers.
- Maintain all personal and sensitive data, whether of GLG employees or its customers in a secure and confidential manner, taking into account both local requirements and the relevant GLG policies provided to the Supplier.

• **Trade Controls & Customs Matters.** The transfer of any GLG technical information to any third party without the express, written permission of GLG. Failure to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities, and failure to ensure that all invoices and any customs or similar documentation submitted to GLG or governmental authorities in connection with transactions involving GLG accurately describe the goods and services provided or delivered and the price thereof.

• **Use Subcontractors or Third Parties to Evade Requirements.** The use of subcontractors or other third parties to evade legal requirements applicable to the Supplier and any of the standards set forth in this Guide.

The foregoing standards are subject to modification at the discretion of GLG. Please contact the GLG manager you work with or any GLG Compliance Resource if you have any questions about these standards and/or their application to particular circumstances. Each GLG Supplier is responsible for ensuring that its employees and representatives understand and comply with these standards. GLG will only do business with those Suppliers that comply with applicable legal and regulatory requirements and reserves the right, based on its assessment of information available to GLG, to terminate, without liability to GLG, any pending purchase order or contract with any Supplier that does not comply with the standards set forth in this section of the Guide.

#### **How to Raise an Integrity Concern**

Subject to local laws and any legal restrictions applicable to such reporting, each GLG Supplier is expected to promptly inform GLG of any Integrity concern involving or affecting GLG, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such Integrity concern. A GLG Supplier shall also take such steps as GLG may reasonably request to assist GLG in the investigation of any Integrity concern involving GLG and the Supplier.

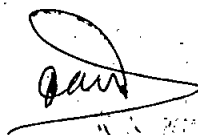
**I. Define your concern:** Who or what is the concern? When did it arise? What are the relevant facts?

**II. Prompt reporting is crucial** -- an Integrity concern may be raised by a GLG Supplier as follows:





- By discussing with a cognizant GLG Manager; OR
  - By emailing [ombudsperson@InsightMantis.com](mailto:ombudsperson@InsightMantis.com) OR
  - By contacting any Compliance Resource (e.g., GLG legal counsel or auditor).
- A GLG Compliance Resource will thereupon promptly review and investigate the concern.
- III. GLG Policy forbids retaliation against any person reporting an Integrity concern.**



A handwritten signature in cursive script, appearing to read "Paul", is written over a faint circular stamp.