

**Non-Technical Services Agreement SOW# < SA-49S1400048 >  
under Base Agreement #< MA-11-001252>**

This Scope of Work SOW # SA-49S1400048 adopts and incorporates by reference the terms and conditions of Base Agreement # MA-11-001252 between Lenovo India Private Limited and PAMAC Finserve Private Limited. This SOW is effective beginning on 01 April 2014 and will remain in effect until 31 March 2015. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Base Agreement and any applicable WAs. This SOW shall be considered as WA.

### 1.0 Scope Of Work

The supplier shall carry out the End User Validation (EUV) and Mystery Shopping activity across PAN India and Overseas especially Srilanka & Bangladesh as described in Annexure 1.

### 2.0 Definitions

**Business Partner** means authorized resellers of Lenovo machines

**End User** means anyone who acquires Products and Parts for its own use and not for resale

**End User Validation** means a process of validation the authenticity of deals at either BP or at End User Location.

**Mystery Shopping** means performing survey in the open market about Lenovo Products with details of pricing and configuration and purchasing the machine with prior approval from Lenovo Business Controls team .

### 3.0 Description Of Deliverables And Services

The Supplier shall provide the Buyer of service a formal report on the results of the testing performed in the below mentioned sections of testing within the timelines specified in the respective sections.

The Supplier shall provide the scan copy of all the documents tested in a DVD along with the above report by creating a separate folder for each of the case tested.

#### Timelines on the Deliverables – (PAN India, Srilanka & Bangladesh)

##### A. Business Partner ( BP ) Visits -

The deal validation activity at BP location should be completed within 7 business days from the date of communication by buyer to supplier.

The Summary of the testing should be published in a dashboard within 2 business days after expiry of initial time lines of testing as mentioned above.

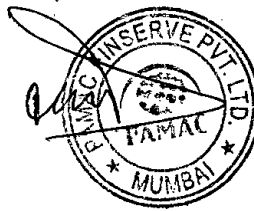
The Final report should be submitted within 3 business days form the date of publish of dashboard.

##### B. End Users Visits -

The EUV should be completed within 3 business days form the date of communication by buyer to supplier.

The Final report of testing should be submitted next working day after the expiry of initial time lines of testing as mentioned above.

##### C. Mystery Shopping –



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Reach out to minimum of 5 BP in open market of a single city with prior approval from Lenovo SPOC by representing as a disguised corporate End Customer exploring opportunity of purchasing Lenovo Machines.

Obtain quotes from each of the BP for L, T, X, M series machines along with the MTM specifications.

Interlock with Lenovo team on the quotation received from BP's

Buy machine from the open market with prior approval from Lenovo

Hand over the machine to Lenovo Business Controls team with Invoice copy as evidence of purchase within 5 Calendar days from the date of purchase.

#### **4.0 Acceptance Criteria**

Subjected to acceptance by Lenovo India Consumer team of output at a satisfactory level as agreed in this SOW

#### **5.0 Supplier's Responsibilities**

The Supplier Shall Confirm the receipt of the data for validation.

The Supplier shall provided End User validation ( EUV ), signature validation, data validation and Mystery Shopping Services to the Buyer and a formal report on the results to be provided in specified timelines as mentioned in above Sections.

##### **5.1 Supplier's Use of Subcontractors**

Supplier may subcontract Services to be performed hereunder. Notwithstanding this subsection, Supplier's use of subcontractors will not relieve Supplier of the responsibility for the subcontractor's performance, and Supplier's obligations and responsibilities assumed under this Agreement will be made equally applicable to subcontractors. Buyer reserves the right to reject Supplier's use of a subcontractor in performance of this Agreement for any reason.

##### **5.2 Asset Protection**

In the event that assets are loaned to Supplier and there is no separate loan agreement in place between Buyer and Supplier for those assets, Supplier will be responsible for risk of loss and for the return of those assets to Buyer.

##### **5.3 Third Party Code Warranty – Not Applicable**

#### **6.0 Quality Measurements**

All the cases provided for testing should be completed in all aspects. Partial completion of cases shall not be accepted. Payments shall be released only upon satisfaction of completed services only.

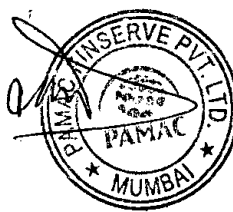
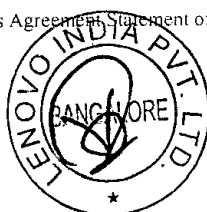
Supplier shall take the end to end responsibility of planning the visit and execute the testing at the BP or EU location/s ( as the case may be) and fulfill the deliverables as mentioned in this SOW.

#### **7.0 Buyer's Responsibilities**

The Buyer shall share the data on the transaction which needs to be tested.

The buyer shall share the postal address, email ID and contact number (Mobile or desk phone, whichever is available) of the business partners where a personal visit would be made by supplier to perform audit and validate supporting documents.

The buyer shall confirm the satisfactory receipt of the services within 10 calendar days form the date of testing results is reported.



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**8.0 Payments**

For any currency conversion required under this Agreement, the parties agree to use the rate of exchange published by Reuters Financial Services at 1600 hours Greenwich Mean Time on the day such conversion is required in accordance with this SOW.

**8.1 Invoices**

Terms for payment on all Supplier invoices will be net Thirty (30) days from receipt of an acceptable invoice by Buyer or the receipt of Deliverables or Services, whichever is later. Supplier will not invoice Buyer, until after Product delivery. Invoices to Buyer must include, at a minimum, the following: (i) applicable WA line item numbers; (ii) SOW and WA numbers; (iii) terms of payment as provided herein; (iv) billing period dates; (v) applicable unit Prices; and, (vi) total amount invoiced.

**8.2 For the Deliverables and Services Supplier provides Buyer, Buyer will pay Supplier the amounts as described below:**

| Sl. No | Type of Check         | Narration                  | ICL | OCL  | TAT*    |
|--------|-----------------------|----------------------------|-----|------|---------|
| 1      | Data Validation       | Per Business Partner Audit | 720 | 1500 | 10 days |
| 2      | Signature Validation  | Per Check                  | 450 | 875  | 3 days  |
| 3      | End User Verification | Per Check                  | 450 | 950  | 3 days  |

\*TAT- measured in business days

- Mystery Shopping – Inside City Limit (ICL) – Rs.2200/- per check
- Mystery Shopping – Outside City Limit (OCL) – Rs.2650/- per check
- Actual Cost of purchase of Lenovo machines + 10% services charges (Subject to payment terms within 7 days for reimbursement if it delays then we will continue with 15%)
- Above TAT is excluding Sundays and Public Holidays of India, Srilanka & Bangladesh

**Monthly Retainer fee for Srilanka & Bangladesh:**

~~Retainer Fee: Rs.30,000/- per location per month~~

~~Visit Charges: Rs.350/- per visit~~

→ *Removed* 



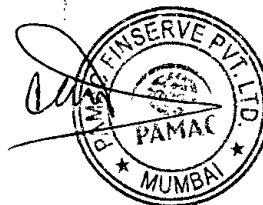
**8.3 Travel Expense Guidelines:**

Buyer will reimburse Supplier for the following travel expenses only, provided they are incurred in the performance of this Agreement and with Buyer's prior written approval.

**9.0 Communications**

All communications between the parties will be carried out through the following designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact listed below at the following addresses and will be effective upon actual receipt. Notices may be transmitted electronically, by registered or certified mail, or courier. All notices, with the exception of legal notices, may also be provided by facsimile.

| Business Coordinators |  |           |  |
|-----------------------|--|-----------|--|
| FOR SUPPLIER          |  | FOR BUYER |  |
| Name                  | Sameer Kudalkar  | Name      | Shobhashri K   |
| Title                 | Vice President   | Title     | Manager Finance Commercials  |
| Address               | PAMAC Finserve Pvt Ltd. Mumbai<br>A-21 , Shri Ram Industrial Estate 13, G .D<br>Ambekar Raod, Wadala Mumbai : 400031 | Address   | Ferns Icon Level-2, Doddenakundi Village,<br>Marathhalli Outer Ring road, Marathhalli<br>Post, KR Puram Hobli, Bangalore – 560 037 |
| Phone                 | 022-24192262   | Phone     | Direct : 91 80 30533095  |
| Fax                   | 022-24122256   | Fax       | Nil  |
| E-mail                | sameer.kudalkar@pamac.com  | E-mail    | smanduru@lenovo.com  |



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**3.0 Term, Termination, and Survival**

The term of this SOW shall be for One (1) years from the SOW Effective Date and thereafter shall extend for successive one year terms until either party provides notice of intention to terminate. Any notice of intention to terminate must be given at least Thirty (30) days prior to the end of the then current term. The provisions of this Section shall not affect Buyer's termination rights provided in the section of the Base Agreement titled "Termination of a SOW or WA." Any provisions of this SOW that by their nature extend beyond its termination will remain in effect until fulfilled, and apply to the parties respective successors and assignees.

**12.0 Guaranty for Purchases through Supplier Affiliates**

**12.1 Company Guaranty**

Supplier guarantees the prompt and satisfactory performance of obligations and responsibilities under the Agreement or any PAs by its Affiliates in accordance with all the terms and conditions of the Agreement or the relevant PA. If a Supplier Affiliate defaults in performance of its obligations or responsibilities under the Agreement or the relevant PA, Supplier shall pay to Buyer or Buyer's Affiliate(s) all damages, costs and expenses that Buyer or Buyer's Affiliate(s) are entitled to recover from Supplier's Affiliate by reason of such default. This guaranty shall continue in force until all obligations of Supplier's Affiliate under the Agreement or the relevant PA have been completely discharged. Supplier shall not be discharged from liability under this guaranty as long as any claim by Buyer or Buyer Affiliate against Supplier's Affiliate remains outstanding.

**12.2 Authority of Supplier Affiliates**

Notice to Supplier of acceptance of any PA or WA and of default of any PA or WA by Supplier's Affiliate is waived. Supplier's Affiliate(s) have the authority, with Buyer's written approval, to amend, modify and expand the PA or WA (e.g., by way of new SOWs and WAs) and such amendments, modifications and expansions shall be deemed part of the Agreement for purposes of this guaranty regardless of whether Supplier has been notified of same. This guaranty shall be binding on Supplier and on its legal representatives.

**13.0 Buyer's Affiliates**

**13.1 Participation by Buyer's Affiliates**

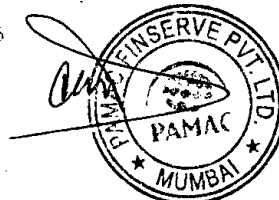
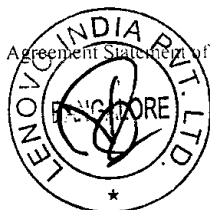
Each of Buyer's Affiliates may participate against the Agreement and exercise any of the rights of Buyer under the Agreement and this SOW by: (i) issuing WAs referencing the Agreement and this SOW, that are accepted by Supplier or Supplier's Affiliates; or (ii) by the execution of a PA that is mutually agreed with Supplier or Supplier's Affiliates that incorporates by reference the terms and conditions of the Agreement and any unique terms or conditions required by Buyer's Affiliate. If Buyer's Affiliate issues a WA referencing the Agreement and this SOW which is accepted by Supplier or Supplier Affiliate, Buyer's Affiliate shall have all rights, benefits, protections, and remedies of Buyer hereunder based on the Agreement and this SOW in effect on the date the WA was issued or last amended. The parties agree that any changes to the Price(s) in this SOW, or the addition or deletion of Products set forth in this SOW is agreed by the parties to be incorporated by reference in those PAs concurrent with the incorporation of such changes into the Agreement or this SOW.

**13.2 Buyer Non-Liability for Buyer Affiliate Actions**

Supplier acknowledges and agrees that all WAs or PAs issued by Buyer's Affiliates are independent agreements between Supplier or Supplier's Affiliates and Buyer's Affiliates. Buyer shall not be liable to Supplier or Supplier's Affiliates for any actions or inaction of any Buyer Affiliate(s) under a WA or PA, nor shall any actions or inaction by Buyer's Affiliate(s) constitute a breach of the Agreement between Buyer and Supplier.

**13.3 Buyer Affiliate WA and PA Governing Law**

The performance of actions under a Buyer's Affiliate WA referencing the Agreement will be governed by the laws specified in the Base Agreement. The performance of actions under a PA will be governed by the laws specified in the PA. If the PA is silent on applicable law and jurisdiction, the applicable law and jurisdiction shall be as specified in the Base Agreement.



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**14.0 Counterparts**

This SOW may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this SOW made by reliable means (for example, photocopy or facsimile) is considered an original.

**ACCEPTED AND AGREED TO:**

**Lenovo (India) Private Limited**

By: 

Buyer Signature

Date

Printed Name

**SHOBHASARI MK.**

**Finance Controller-**  
Title & Organization



**ACCEPTED AND AGREED TO:**

**PAMAC Finserve Private Limited**

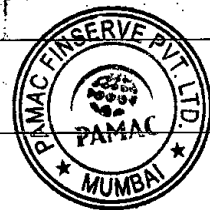
By: 

Supplier Signature

Date

Printed Name  
**Prashant J Ashar**

**Director**  
Title & Organization



Buyer Address: Ferns Icon Level-2, Doddenakundi Village,  
Marathahalli Outer Ring road, Marathahalli Post, KR Puram  
Hobli, Bangalore – 560 037

Supplier Address: A-21 , Shri Ram Industrial Estate 13,  
G .D Ambekar Raod, Wadala Mumbai : 400031

**COUNTERSIGNED BY:**

**Lenovo (India) Private Limited**

By: 

Buyer Signature

Date

**Sudhakar VR**  
Printed Name

**Associate Manager- General Procurement**  
Title & Organization



Buyer Address: Ferns Icon Level-2, Doddenakundi Village,  
Marathahalli Outer Ring road, Marathahalli Post, KR Puram  
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**Annexure – I**

**Rate Card**

**Audit Activity**

**PAN India Scope of Work Rate Card:**

| Sl. No | Type of Check         | Narration                  | ICL | OCL  | TAT*    |
|--------|-----------------------|----------------------------|-----|------|---------|
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- Actual Cost of purchase of Lenovo machines + 10% services charges (Subject to payment terms within 7 days for reimbursement if it delays then we will continue with 15%)

**Overseas Scope of Work Rate Card**

| Type of Check                              | Rate                               |
|--|------------------------------------|
| Fixed Retainer Fee - Srilanka / Bangladesh | Rs. 30000/- Per Location per month |
| Fixed Conveyance Cost                      | Rs. 350/- Per Visit                |

**NOTES to Proposal:**

1. Service Tax as Applicable.
2. Above rates are applicable for Srilanka & Bangladesh Locations only.
3. We will provided two resources in each location & one coordinator at Mumbai
4. Activity will only start once we have a legal Agreement in place.
5. Payment terms are considered for net 30 days from receipt of bills from our end.

