

BOI Shareholding Ltd.
Ground Floor, Rotunda Bldg
A.D. Marg, Fort
Mumbai - 400 001

भारत 57167
194406

SPECIAL
ADHESIVE
महाराष्ट्र
APR 28 2014



15:46

SERVICE AGREEMENT

D-5/STP(V)/C.R.1802/04/07/1011-14/2007

R.0000300/- PB6602

THIS SERVICE PROVIDER AGREEMENT ("Agreement"), made at Mumbai on this 28th day of April Two Thousand and Fourteen.

INDIA STAMP DUTY MAHARASHTRA

Between:

HDFC ERGO General Insurance Co. Ltd., company duly incorporated under the Companies Act, 1956 and having its Registered & Corporate Office: 1st Floor, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai - 400020 herein after referred to as "The Company" which expression shall unless it be repugnant to the context or meaning thereof include its representative in interest and permitted assigns) of the One part

And

Orion Consultancy Services, a Partnership concern duly incorporated under the Indian Partnership Act, 1932 having its Office at C-342, 3rd Floor, Antop Hill warehouse Complex, Vidyalankar College Marg, Salt Pan Road, Wadala (East), Mumbai-400037, hereinafter referred to as the "Service Provider", which expression shall unless it be repugnant to the context or meaning thereof include its partners, representative in interest and permitted assigns) of the Other Part.

Whereas the Service Provider is in the business of financial, Marketing and allied Services , and consultancy services to several of its clients and has adequate resources including specially trained personnel for rendering such services and has offered to provide the services to the Company.

And whereas the Service Provider has agreed to provide on a nation wide basis, as per the terms of this Agreement, the services mentioned in ANNEXURE-I to this Agreement hereinafter referred to as the "Services".

And whereas the parties are desirous of recording the terms and conditions under or upon which the said Services are to be rendered by the Service Provider.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1) This Agreement shall come into force with effect from 1st April , 2014 and shall remain in force up to a period of 3 years from the said date unless it is terminated earlier by the Company giving to the Service Provider one month prior notice of its intention to terminate this Agreement or in lieu thereof payment of an amount equivalent to Management Charges paid for the latest month or by the Service Provider giving to the Company two months prior notice in writing of its intention to terminate this Agreement.
- 2) The Company shall from time to time indicate its related requirements, through its authorized representatives, to the Service Provider or its representative, Services to

FOR ORION CONSULTANCY SERVICES

Partner



For BOI SHAREHOLDING LTD.

(DEEPAK VEDPATHAK)
Authorised Signatory

be rendered on or about the Company's commercial premises and the Service Provider shall arrange to render such Service.

3) The Service Provider shall:

- a) ensure that it deploys competent, trained, qualified persons who have professional skill, qualification and experience in providing the required Services;
- b) be responsible for and arrange and bear costs of such equipments, materials and related items as Service Provider considers necessary to render effective Services;
- c) be responsible and liable for payment of salaries, wages and all other legal dues of its personnel who are employed by Service Provider for the purpose of rendering the Services required by the Company under this Agreement and shall maintain proper books of accounts, records and documents and comply with all statutes, rules and regulations which are applicable to it for the fulfillment of the terms of this Agreement;
- d) the Service Provider's Personnel shall always be under the Service Provider's direct control and supervision and the Service Provider shall be free to transfer its personnel / staff in accordance with the Service Provider's needs; provided that the Service Provider always ensures the fulfillment of the Service Provider's obligations under this Agreement. The Service provider further ensures that it shall make timely payment of salaries, wages and such other remuneration payable to its personnel. The Service Provider shall as the employer, have the exclusive right to terminate the Services of any of its personnel to fulfill its obligations under this Agreement and to substitute any person instead. The Service Provider shall intimate the Company about the same. However the Company may at its sole discretion request the Service Provider to replace any member of the Service Provider's staff if the Company considers such replacement is necessary;
- e) the Service Provider holds and shall always hold valid registration under all applicable labour laws and related legislations including under the Employees' State Insurance Act covering all its Personnel including all its registrations under the various applicable laws. Service Provider shall comply in all respects with the provisions of all statutes, rules and regulations applicable to it and/or to its personnel, under various acts including but not limited to The Minimum Wages Act, Employees State Insurance Act, Employees Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Workmen's Compensation Act and in particular the Contract Labour (Regulation & Abolition) Act, 1970 and the rules made there under;
- f) not use the name of the Company or any of its trade names or trade marks in any manner whatsoever and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Service Provider and/or its staff;

FOR ORION CONSULTANCY SERVICES
Sawant
Partner

- g) ensure that its personnel while on the premises of the Company or while carrying out their obligations under this Agreement, observe the standards of cleanliness decorum, safety and general discipline laid down by the Company and the Company shall be the sole judge as to whether or not the Service Provider and/or its personnel have observed the same;
- h) personally and exclusively supervise or employ sufficient supervisory personnel exclusively to supervise the work of its personnel so as to ensure that the Services rendered under this Agreement are carried out to the satisfaction of the Company;
- i) ensure that none of its personnel will enter or remain in the Offices of the Company other than where express permission of the Company is obtained;
- j) not do or cause to be done in or about the premises of the Company any thing whatsoever which in the opinion of the Company may, be or become, a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Company;
- k) not do or cause to be done in or about the premises of the Company anything whereby any policy of Insurance taken out by the Company against loss or damage by fire or otherwise may become void or voidable;
- l) be liable for and make good any damage caused to the Company's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission default or negligence of the Service Provider or its personnel or agents;
- m) the Service Provider agrees to treat as confidential all information that may possibly come to it and its personnel's knowledge and the Service Provider also assumes the liability and responsibility of keeping the information confidential which may come to their notice while functioning at the premises of the Company. The Service Provider further agrees to indemnify the Company against any and all liabilities, suits, actions, demands, settlements, losses, judgment's, costs, damages, expenses (including legal fees) fines, penalties, and all costs of defense arising out of or resulting from, in whole or in part in respect of any act, error or omission, whether intentional or unintentional, by the Service Provider or its personnel, arising out of any breach of the terms and conditions of this Agreement and arising out of the assignment covered under this Agreement.
- n) the Company shall not be responsible for death, injury or accidents to Service Provider's personnel, whether on duty or not on or about the Company's property and premises and in the event that the Company is made liable to pay any damages or compensation in respect of such personnel, the Service Provider hereby agrees to pay to the Company such damage or compensation upon demand. The Company shall also not be responsible or liable for any theft, loss, damage or destruction of any property of the Service Provider or its personnel lying in the Company's premises from any cause whatsoever;
- o) the Service Provider and the personnel employed/deployed by it at the Company's premises shall provide proper sufficient Services so as to safeguard

FOR ORION CONSULTANCY SERVICES

[Signature]

Partner

the interest of the Company. The Service Provider's Personnel would not share, take, pass, give away information of any nature in any medium including but not limited to Print, electronic, verbal, telephonic to itself or any outsider and compensate the Company in the event of any loss suffered by the Company and its employees on the Service Providers failures on this account.

- p) individuals and employees assigned by the Service Provider to provide Services under this Agreement must sign a Confidential and Non Disclosure Agreement protecting Company's Confidential Information;
 - q) Maintain in strict confidence any information about the Company, its business and/or its employees that it may receive in the course of its engagement and not disclose the same to any person or persons without the previous written consent of the Company;
 - r) in no case the Service Provider shall sub contract the job to any other vendor;
 - s) in the event of termination of this Agreement, the Service Provider shall return to the Company all documents and all Confidential Information which is in physical form (including all copies) or soft copies of the documents and confidential information and if permitted by the Company in writing will destroy any other records (including, without limitation, those in machine readable form) containing Confidential Information.
- 4) In consideration of the Services to be provided by the Service Provider, under this Agreement, the Company shall pay to the Service Provider service charges as mentioned in Annexure II annexed to this Agreement towards the service charges and which shall be inclusive of all statutory payments and taxes excluding service tax. It is clearly agreed and understood that the consideration is an all inclusive one and no additional consideration shall be admissible.
- 5) The process of submitting the bills and making payments will be as mentioned in Annexure II to this Agreement. The Company shall without prejudice to its other rights be at liberty and be entitled to deduct from any amount or other dues, if any payable to the Service Provider any amount due by the Service Provider to the Company, including any amount payable by the Company as a consequence of any claims, demands, costs, charges and expenses etc, as aforesaid which will be discussed and agreed upon in a meeting prior to affecting the deductions.
- 6) The Company shall, at its sole and absolute discretion, be entitled to terminate this agreement by 15 days notice written notice if:
- a) in the opinion of the Company (which shall not be called in question by the Service Provider and shall be binding on the Service Provider) the Service Provider fails or refuses to implement its obligations under this Agreement to the Company's satisfaction;
 - b) the Service Provider commits a breach of any of the terms and conditions of this Agreement and fails to remedy such breach within 7 days of being informed of the breach by the Company;

FOR ORION CONSULTANCY SERVICES

Sawant

Partner

- c) for any reason whatsoever the Service Provider becomes disentitled in law to perform its obligations under this Agreement;
- d) there is any variation in the ownership or management of the Service Provider or its business without the prior approval in writing of the Company.
- 7) It is hereby declared that the Service Provider is for the purpose of this Agreement an Independent Service Provider and all persons employed or engaged by the Service Provider in connection with its obligations under this Agreement shall be the employees of the Service Provider and not of the Company. The relationship between the Company and the Service Provider shall be that of a principal to principal and the Service Provider shall have no authority whatsoever to contract on the Company's behalf.
- 8) In the event of termination of this Agreement as per clause (6) above for any reason whatsoever, the Service Provider shall not be entitled to any sum or sums whatsoever from the Company by way of compensation, damages or otherwise.
- 9) On the expiry of this Agreement or any earlier determination thereof, the Service Provider shall forthwith remove any of its personnel who are on the Company's premises or any part thereof and any of its personnel who remain shall be deemed to be trespassers and on their failure to leave the Company's premises, the Company shall be entitled to remove them from the Company's premises and also to prevent them from entering upon the Company's premises.
- 10) The Service Provider agrees to indemnify and hold harmless the Company from and against any and all liabilities, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including legal fees), fines, penalties, and all costs of defense arising out of or resulting from, in whole or in part in respect of any act, error or omission, whether intentional or unintentional, by the Service Provider or its officers, directors, employees, personnel arising out of any breach of the terms and conditions of this Agreement and arising out of the Services to be provided under this Agreement as also in respect of any claim whatsoever of the employees of the Service Provider.
- 11) The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by the Service Provider without the prior consent in writing of the Company. This Agreement supercedes all other Agreements, minutes of discussions, correspondence whatsoever between the Company and the Service Provider. No amendment to this Agreement shall be valid unless executed on properly stamped paper and executed by the authorized representatives of both parties.
- 12) All notices under this Agreement shall be in writing and shall be served either by hand delivery or by sending the same by registered post addressed to either party at the last known place of business and in proving the service of such notice it shall be sufficient to show that the same has been received in person or properly addressed by registered post.

FOR ORION CONSULTANCY SERVICES

Bowant

Partner

- 13) Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall compose of a sole arbitrator to be appointed by both the Parties in mutual consent. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The provisions of this Agreement shall be governed by and construed in accordance with Indian law. Only the courts at Mumbai shall have exclusive jurisdiction in all matters arising under this Agreement.

IN WITNESS WHEREOF by the parties hereto have affixed there seals to this writing the _____, 2014.

Signed on behalf of the Company

Signed on behalf of the Service
Provider

HDFC ERGO General Insurance Co. Ltd.

Orion Consultancy Services

Sign: _____

Sign: Ganesh S. Sawant

Name :

Name : Ganesh S. Sawant

Designation :

Designation: Partner

Place :

Place : Mumbai

The Day and Year Written above

In the presence of: -

1.

1. Mangesh Rave Mangesh Rave

2.

2. Sachin Sawant Sachin Sawant

ANNEXURE I - SCOPE OF SERVICE

This Annexure I is hereby expressly made part of, and incorporated by reference into the attached Agreement, entered into between the Service Provider and the Company dated 01st April, 2014 as if set forth in its entirety therein.

The Service Provider will be doing following activities in various locations.

- Staff training related Services
- Others HR Support Services
- Discrepancy Curing Services
- Verification Services for Customers & Assets
- Tele verification an/Welcome Calling Services
- Technical Assistance/Advisory on Claims
- RTO delivery Services
- Training Related Services

● ANNEXURE II - SERVICE CHARGES

The service charges based on the agreed rates and services availed would be charged and paid on monthly basis. The Service Provider would raise INVOICE on a monthly basis by the 3rd of following month. HDFC Ergo General Insurance Co. Ltd. will make the payments within 4 working days of submission.

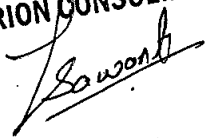
The agreed rates for various services are as under

Sr. No.	Service Description	Pricing Details	Per Unit (in Rs.)
1.	Verification Services for Customer	Per Case	275
2.	Verification Services for Asset	Per Case	275
3.	Tele verification an/Renewal Welcome Calling Services	Per Case	300
4.	Discrepancy Curing Services	Per Case	480
5.	RTO Delivery Services	Per Case	240
6.	Premium Reminder activity	Per Case	245
7.	Training Related Services (min. 10 participants per batch)	Per Participant	1075
8.	Out of pocket expenses Reimbursement	As per actual	-

"Service tax as per prevalent rates will be charged on the billing amount."

Notes:

Any modifications in the above agreement will be mutually agreed between the two parties through exchange of letters.

FOR ORION CONSULTANCY SERVICES

Partner