

## **SERVICES AGREEMENT**

This Services Agreement (“**Agreement**”) entered between the Parties at Gurugram is effective from July 15, 2023 (the “**Effective Date**”) by and between:

**Blink Commerce Private Limited** (formerly known as Grofers India Private Limited), a company incorporated under the Companies Act, 2013, and having its office at Ground Floor, Pioneer Square Building, Golf Course Extension Road, Sector-62, Gurugram-122101, Haryana, India (“**BCPL**”, which term, wherever the context admits or permits, shall mean, and include its administrators and permitted assigns).

**AND**

**Nextwealth Entrepreneurs Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at GB Alsa Glenridge, 32, Langford Road, Bangalore-560025, Karnataka, India (the “**Service Provider**”, which term, wherever the context admits or permits, shall mean, and include its administrators and permitted assigns).

BCPL and the Service Provider are referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **WHEREAS:**

- A. The Service Provider is engaged in the business of providing various IT / ITES services to various organizations and delivers such agreed services from its centers or affiliate centers providing IT/ITES services.
- B. The Service Provider has approached and represented to BCPL that it has the requisite experience, skills, infrastructure, and expertise to render the Services (*defined below*).
- C. Based on and relying upon the representations, warranties and assurances made by the Service Provider to BCPL, BCPL has agreed to avail the Services.

It is agreed between the Parties as follows:

### **1. SCOPE OF WORK**

- 1.1 The Service Provider shall provide the services as set out in Schedule 1 (“**Services**”) in accordance with the terms and conditions set out in this Agreement.
- 1.2 The Service Provider shall provide the Services with a degree of skill, care and diligence normally provided for in work of a similar nature and will comply with and observe all applicable laws and regulations in the performance of its Services.

### **2. TERM AND TERMINATION**

- 2.1 The term of this Agreement shall commence from the Effective Date and shall continue unless terminated in accordance with this Clause (the “**Term**”).
- 2.2 Either Party shall be entitled to terminate this Agreement forthwith, upon providing written notice to the other Party if the other Party:
  - (a) is subject to any action or proceeding, whether administrative or judicial, in respect of insolvency, winding up, dissolution or bankruptcy, which is not dismissed within 45 (forty-five) days thereafter.

- (b) the Party makes any arrangement or composition with its creditors or if distress, execution, or other process of the court is levied upon, or if any encumbrance takes possession of, or an insolvency resolution professional, or receiver or other officer of the court is appointed in respect of its assets or properties.
  - (c) is liquidated, or ceases doing business as a going concern.
- 2.3 Either Party shall be entitled to terminate this Agreement with immediate effect in case of a material breach by the other Party, which is either not curable or if curable has not been cured within seven (7) days of notification of breach. BCPL will be in material breach of this Agreement only if it has failed to pay undisputed invoices of the Service Provider within sixty (60) days of receipt of the invoice from the Service Provider.
- 2.4 Either Party shall be entitled to terminate the Agreement upon providing written notice of not less than sixty (60) days in advance, to the other Party without assigning any reason for the same.
- 2.5 Termination of this Agreement shall be without prejudice to the acquired rights and obligations of the Parties existing at the date of termination (including the right to take action in respect of the circumstances giving rise to termination) and shall not affect any other rights and remedies of the Parties which has accrued prior to, or as a consequence of the termination.
- 2.6 Any terms and conditions that by their nature or otherwise reasonably should survive the termination of this Agreement shall be deemed to survive the termination of this Agreement. Such terms and conditions include, but are not limited to, Term and Termination, Representations and Warranties, Confidentiality, Relationship, Indemnification, Limitation of Liability, Governing Law, and Severability.
- 2.7 Upon termination of the Agreement, the Parties shall settle the accounts in good faith within 30 days of such termination and the Service Provider shall issue a No Dues Certificate to BCPL.

### **3. PAYMENT OF CONSIDERATION**

In consideration of the Services to be provided by the Service Provider and performance of the terms and conditions of this Agreement, BCPL shall pay to the Service Provider the fees as set out in Schedule 3 (“**Service Fee**”) in the manner prescribed therein. The Service Fee is inclusive of all costs, expenses, etc. and exclusive of any taxes which may be incurred by the Service Provider in relation to the performance of the Services.

### **4. INVOICING AND TAXES**

- 4.1 The Service Provider shall raise monthly invoices containing such particulars as may be prescribed under the Goods & Services Tax (GST) Act and Rules thereunder, as amended from time to time. The billing address mentioned in the invoice will be BCPL’s registered office address. Such invoices shall be raised on completion of processes like checking, reconciliation, and necessary approvals. Invoices will be accompanied by reasonably detailed descriptions of the Services performed during the preceding month and the Service Fee related thereto.
- 4.2 BCPL shall claim credit for the invoice issued as per the applicable GST laws. In event of denial of input tax credit to BCPL on the invoice, on account of any non-payment of taxes or non-compliance by the Service Provider with the GST laws, BCPL shall be entitled to recover from the Service Provider the amount of tax credit as mentioned on the invoice along with interest at the rate of 18 per cent per annum.
- 4.3 If as per the applicable tax laws, BCPL is liable to deduct TDS on payments made to the Service Provider, then BCPL shall make payment net of such TDS and shall provide a proof of such TDS deduction within reasonable time. The Service Provider shall raise any disputes on TDS credit within 90 days from the date of receipt of the payment.

- 4.4 In relation to any new/ additional taxes that may be imposed by authorities hereinafter and payable in relation to the Services rendered hereunder, each Party shall bear and pay such taxes as such Party is legally required to bear and pay.
- 4.5 In case BCPL informs the Service Provider that any credit, refund or other benefit under GST is denied to BCPL or is delayed due to any non-compliance or due to non-furnishing or furnishing of incorrect or incomplete documents or due to any default in reporting/ issuance of the invoice by Service Provider, the Service Provider shall take corrective action and inform BCPL about the corrective action taken by it and shall provide information/supporting documents to BCPL in this regard. The Service Provider agrees to indemnify and reimburse the cost of such loss or damage including the amount of GST mentioned on invoice, applicable interest and penalty as per the applicable tax laws, if Service Provider is not able to take corrective action in accordance with the applicable tax laws or incurred by BCPL by reason of any action or omission or mistake on the Service Provider's part with respect to the tax laws.
- 4.6 BCPL will pay the undisputed invoice within thirty (30) days of receipt of the invoice from the Service Provider. If payments are delayed beyond 30 days, an interest of 2% per month will be applicable. If BCPL in good faith disputes any portion of any invoice, BCPL shall submit to the Service Provider written documentation identifying the disputed amount within thirty (30) days of receipt of the invoice. The Service Provider and BCPL agree to use their respective commercially reasonable efforts to resolve any dispute within ten (10) calendar days after the Service Provider receives written notice of dispute from BCPL. Any disputed amounts resolved in favor of BCPL shall be noted on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to the Service Provider shall be due within thirty (30) calendar days of the resolution of the dispute.

## **5. REPRESENTATION AND WARRANTY**

The Service Provider represents and warrants that:

- (a) it has requisite power and authority to deliver and perform the obligations set out herein this Agreement.
- (b) entering and performance of the obligations contemplated by this Agreement does not and will not conflict with any law or regulation applicable to the Service Provider or any guidelines, rules, regulations including any judicial, official, governmental and/or statutory and/or regulatory orders and/or judgments whether interim, final, or otherwise or with any other contract to which the Service Provider is a party.
- (c) it has obtained all necessary licenses, consents, approvals etc. required to perform its obligation under the Agreement and shall not cause BCPL to be in violation of the applicable laws and/or regulations.
- (d) it has adequate personnel and resources with the necessary skills and qualifications to fulfill the Services in a timely manner and that the Service Provider as a prudent employer has sufficiently ascertained that the personnel's credentials, are suitable to perform the Services under this Agreement.
- (e) it or its personnel while providing the Services will not represent at any time that they are BCPL employees.
- (f) it or its personnel while providing the Services will not make any representation on behalf of BCPL except as approved by BCPL in writing.
- (g) it or its personnel shall comply with the applicable data protection laws and shall be solely liable to the fullest extent permitted by applicable laws for any use/misuse of any data accessed, collected, processed and/or archived either by itself or by a third party pursuant to Service Provider's performance of its obligations under this Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Each Party shall retain their respective rights, title and interest in their patents, copyrights, trademarks, proprietary marks and/or licensed software, service marks, trade secrets and any other form of intellectual property ("**Intellectual Property Rights**"). All Intellectual Property Rights created and/or generated pursuant to the Agreement ("**Generated IPR**") shall be owned by BCPL, unless agreed otherwise in writing. The Service Provider hereby irrevocable waives all rights and claims in the Generated IPR, including without limitation, rights of title, license, interest, etc.
- 6.2 No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or termination of this agreement, it shall have no right whatsoever in connection with the Intellectual Property Rights of the other Party.

## **7. CONFIDENTIALITY**

- 7.1 The receiving Party shall not disclose the proprietary information, trade secrets, business plans, marketing plans, or such other information that may be categorized as confidential from its nature that may or may not be marked or designated as confidential ("**Confidential Information**") belonging to the other Party or any of its affiliate companies, to any third parties, without the express prior written consent of disclosing Party. The receiving Party shall use all reasonable efforts to maintain the confidentiality of all the Confidential Information of the disclosing Party that is in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information. Each Party shall restrict all Confidential Information to its employees on a "need to know" basis and apprise them of the confidentiality requirements hereunder. This clause shall not apply to information that is:
- a) already lawfully available in the public domain; or
  - b) lawfully known to the receiving Party at the time of disclosure; or
  - c) lawfully obtained by the receiving Party on a non-confidential basis from a third party; or
  - d) developed independently by the Service Provider who had no access to the Confidential Information provided BCPL
- 7.2 Upon termination or expiration of this Agreement, the receiving Party shall return or destroy all the Confidential Information kept in its possession to the disclosing Party. For any Confidential Information, which is not commercially practicable to be returned or destroyed shall continue to be bound by this obligation of confidentiality post expiration or termination of this Agreement.
- 7.3 The Service Provider acknowledges that: (a) the Confidential Information, may be construed as unpublished, price sensitive information in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015, and (b) applicable laws prohibit any person from trading in securities that are listed or proposed to be listed when in possession of unpublished price sensitive information. The Service Provider hereby agrees to abide by all such applicable laws while handling such Confidential Information.
- 7.4 The Service Provider agrees to furnish all requisite information that BCPL and/or Zomato Limited is required to maintain in its structured digital database in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015, including, the name and PAN details of the Service Provider including its representative who have access to the Confidential Information.
- 7.5 Service Provider and BCPL both agree that these provisions shall not apply so as to prevent disclosure of Confidential Information by the receiving party to the extent that such disclosure is required to be made by any authority of competent jurisdiction or by any applicable law, provided that the receiving party: (i) gives the disclosing party reasonable formal written notice (provided that this is not in contravention of applicable law) prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order; and (ii) uses reasonable endeavors to obtain prior to the disclosures written assurance from the applicable entity that it will keep the Confidential Information confidential.

## **8. RIGHT TO AUDIT**

- 8.1 The Service Provider shall maintain records of all activities pertaining to the Agreement. These records must be sufficiently detailed to allow BCPL to verify the calculation of the fee or payment owed to the Service Provider under the Agreement.
- 8.2 BCPL and its authorized representatives shall have the right to audit, inspect and examine during the Term of this Agreement and for up to a period of one year after the termination or expiration of this Agreement, all related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement maintained by or under the control of the Service Provider, including, but not limited to those kept by the Service Provider, its employees, agents, assigns, successors, and subcontractors. BCPL or any third party so engaged by BCPL may conduct such an audit by giving the Service Provider prior written notice of seven (7) days.
- 8.3 The costs of the audit shall be borne by BCPL. However, if the audit reveals substantive findings (deviation of at least 10% from the agreed accuracy standard) related to but not be limited to any fraud, misrepresentation, or Service Fee not accounted for by the Service Provider on account of any act or omission on the part of Service Provider, BCPL (without prejudice to any other right that may be available under law or under this Agreement) shall be entitled to claim such fee along with the cost of such audit.

## **9. INDEPENDENT PARTIES**

This Agreement is on a "principal to principal" basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties or their respective representatives and employees or to provide any of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

## **10. INDEMNITY**

The Service Provider agrees to indemnify, reimburse, defend and hold harmless BCPL, its affiliates and other officers, directors, employees, agents, successors and assigns, from and against any and all costs, losses, damages, lawsuits, deficiencies, claims and expenses (including court costs and reasonable attorney's fees) incurred or suffered by BCPL in connection with or arising out of or resulting from or incidental to a breach of law or breach of its obligations under this Agreement, or any fraud, negligence, or misconduct of the Service Provider or any of its officers, employees, or representatives.

## **11. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the aggregate liability of BCPL and BCPL's officers directors, partners, employees and other representatives, for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, includes attorney's fees and other costs shall not be exceed one month's Service Fee paid to the Service provider. The aggregate liability of the Service Provider shall not extend beyond 12 months Service Fee paid or payable by BCPL under this Agreement to the Service Provider, except in case of fraud, negligence and misconduct. It is intended that the limitations shall apply to all liability or cause of action, however alleged or arising unless otherwise prohibited by law.

## **12. MISCELLANEOUS**

- 12.1 **Severability:** If any provisions or any part of any provision of this Agreement shall be void or unenforceable for any reason whatsoever, then such provisions shall be stricken and shall be of no force and effect, and to the extent possible, shall be replaced by similar provisions or parts which are not void and/or are enforceable.
- 12.2 **Amendments:** This Agreement shall not be amended except by written agreement signed by both the Parties.

- 12.3 **Inadequacy of Damages:** Without prejudice to any other rights or remedies that BCPL may have, the Service Provider acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Service Provider and BCPL shall be entitled to the remedies of injunction, specific performance, or other equitable relief for any threatened or actual breach of the terms of this Agreement.
- 12.4 **Notices:** Any notice or communication under or in connection with this Agreement shall be given or sent by electronic mail, courier, or personal delivery at the respective address of the Parties set out herein below or at any other revised addresses which may be notified, in writing, by such Party:

**For BCPL:**

Attention: Anish Acharya

Address: Ground Floor, Pioneer Square Building, Golf Course Extension Road, Sector-62, Gurugram-122101, Haryana, India

E-mail: anish.acharya@zomato.com

Any legal notice will also be sent to [legal@blinkit.com](mailto:legal@blinkit.com)

**For Service Provider:**

Attention: Mythily Ramesh

Address: GB Alsa Glenridge, 32, Langford Road, Bangalore-560025, Karnataka, India

E-mail: finance@nextwealth.com

- 12.5 **Entire Agreement:** This Agreement, including the recitals, and annexures contains the entire agreement of the Parties hereto with respect to the arrangement envisaged under this Agreement and the inter-se rights and obligations of the Parties, superseding all negotiations, prior agreements, discussions, memoranda, or heads of agreements made prior to the date hereof amongst the Parties.
- 12.6 **Section Headings:** The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions hereof.
- 12.7 **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provisions give any third persons any right of subrogation or action over and against any Party to this Agreement.
- 12.8 **Assignment:** The Parties may assign any of its rights or transfer by novation of its rights and obligations under the Agreement with the prior written approval of the other Party.

### **13. ANTI-BRIBERY**

The Service Provider agrees that in connection with the provision of the Services, the Service Provider shall abstain from giving or receiving gifts, including without limitation, travel, or entertainment. The Service Provider acknowledges that it has not violated and undertakes that it will not violate any applicable anti-corruption and anti-bribery laws and regulations in force in the jurisdiction where either Party is domiciled and/or operates, as well as any anti-corruption and/or anti-bribery laws and regulations of other jurisdictions that may be applicable to the transactions contemplated under this Agreement (the "**Anti-Corruption Law**"). The Service Provider agrees that it has not and undertakes that it shall not engage in any conduct that may be in violation of the applicable anti-corruption and/or anti-bribery laws, including without limitation, making of payments or transfers or the promise of payment or transfers of value, offers, promises or giving of any financial or other advantage, or requests, agreements to receive or acceptances of any financial or other advantage, either tangible or intangible, including gifts or kick-backs, or permitting or authorizing any of the aforesaid acts, either directly or indirectly, which have the purpose or effect of public or commercial bribery

or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity. The Service Provider shall procure the compliance with the above obligations from its associated persons, officers, employees, agents, subcontractors, or independent service providers as may be used for the fulfilment of its obligations under this Agreement. If Service Provider gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors, or independent service providers which constitutes the actions as set out above, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform BCPL of such knowledge and provide BCPL with information it may reasonably require regarding such conduct. BCPL shall have the right to suspend or terminate this Agreement forthwith without any liability to the Service Provider in the event of a breach by the Service Provider of this clause. This right of termination is without prejudice and in addition to any other right and/or remedy that BCPL may have under the applicable laws.

#### **14. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that any legal action or proceeding arising out of or in connection with this Agreement may be brought in New Delhi and irrevocably submit to the jurisdiction of the competent New Delhi courts/tribunals.

#### **15. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the day and year first above written.

<b>Blink Commerce Private Limited</b>	<b>Nextwealth Entrepreneurs Private Limited</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name: Mythily Ramesh</b>
<b>Title:</b>	<b>Title: Co-Founder &amp; CEO</b>

## **SCHEDULE 1 SERVICES**

- 1) The Service Provider shall provide data scrapping services to BCPL for the list of products as shared by BCPL (“**Products**”), from time to time.
- 2) The Service Provider shall monitor the price of the products as listed on various websites and D2C brands website/ mobile application and update BCPL once a day.
- 3) The Service Provider shall monitor the price of the Products as listed on Amazon and Flipkart website/ mobile application and update BCPL twice a week on such days as informed by BCPL from time to time.
- 4) BCPL should receive the scrapping data (“**Data**”) everyday by 10 am in the morning.
- 5) In case of any technical glitch, due to which the Data cannot be shared with the Service Provider, the Service Provider shall be liable to immediately inform BCPL about the same or before 10 am.
- 6) In case of any discrepancy in the Data, the turnaround time for resolving the same should be 1 hour from the time of intimation over e-mail or by any other means.
- 7) Depending upon the business requirement, BCPL might take some ahdoc services from the Service Provider from time to time and BCPL shall be liable to make payment to the Service Provider accordingly.

8) **Team Size**

The following headcount has been planned, based on the details provided by the Client:

- a. Automation: 2
- b. Manual Scrapping /QA : 9
- c. The above headcount shall be revised with increase in volumes or earlier through a Change Control Process.
- d. The support ratios considered upon increase in headcount are:  
Agent to TL - 15:1

9) **Service Deliverables:**

- a. BCPL will share the list of websites and criteria basis which the Service Provider would be required to provide the Data.
- b. Service Provider shall ensure to deliver  $\geq 95\%$  accuracy. The accuracy will be calculated basis the Data shared by the Service Provider to BCPL and the defects identified by BCPL in the Data shared by the Service Provider to BCPL.  
(The accuracy calculation = Total defects found / Total SKUs audited) \* 100
- c. 100% audit by BCPL of all the files delivered by Next Wealth.
- d. Service Provider to deliver BAU regular volumes by as per committed timelines.
- e. For any ad-hoc requests from BCPL, Service Provider will review the project details and then commit to the timelines for delivery. Accuracy for ad-hoc projects to be mutually discussed and agreed whenever Service Provider needs to work on it.
- f. If the estimated timelines cannot be met by Service Provider, then the delivery team will discuss this with BCPL and mutually agree on the revised timelines.
- g. Any requests that are received after business hours will be actioned the next business day.

Note: BCPL to share the identified defects with the Service Provider for feedback and improvement purpose. If there is a difference in the audit, both the Parties shall mutually discuss and agree on a solution. The scores to be finalized accordingly.

**Work Window and Working Days**

- a. The shift starts at 5.30-6 am to 2.30-3 pm (IST)
- b. 6 days a week (Mon – Sun)

10) **Platform**

All tasks will be performed on and delivered on Excel Sheet.



11) **Delivery Location**

The current teams will be based out of our centers in Salem.

**SCHEDULE 2**  
**SERVICE LEVELS**

- 1) BCPL shall be entitled to deduct Service Fee for the day in case the Data shared by the Service Provider to BCPL is below the agreed accuracy level for that day.
- 2) BCPL shall be entitled to deduct Service Fee for the day in case the Service Provider fails to share the Data within the timeline as set out in Schedule for 1 (one) day.
- 3) Penalties will not be applicable for any ad-hoc or one-time requests considering the SOW is undefined.

### SCHEDULE 3 SERVICE FEES

1. The Service Fees to be paid to the Service Provider shall be as under:
  - a. Price per SKU fetched (per run/ per application) INR 2.80/- Plus GST.
  - b. Price for assortment fetch is agreed at INR 0.70 plus GST per SKU/Fetch/App/Location.
  - c. All ad-hoc requirements like PID matching and any other new requirement will be quoted as per effort estimation.

**2. Considerations:**

- a. The cost includes manual validators and development cost.
- b. The team will work in shifts to ensure that the output is delivered to BCPL as per the timelines mentioned in the table below.
- c. The total number of SKUs is mentioned in the table below. This will be for up to 20 pin codes. Any increase in the number of SKUs or pin codes will have a material impact on the turn around time.
- d. The scrapping has been considered for apps/websites Big Basket, Instamart , Dunzo, Zepto and Amazon.
- e. The rate considers 3 fetches per day as per the timings mentioned in the table above.
- f. Any change to the number of fetches (daily runs) or apps will require a change request and will have an impact on the rate provided.

**3. Inclusions and Exclusions:**

Details	Inclusions & Exclusions
People, infrastructure, internet bandwidth, operational and administrative overheads	Included
Cost of Operational Buffers	Included
Development Cost	Included
Certification –ISO 9001:2018, Compliance & ISO27001:2015	Included
CCTV, Anti-Virus, Access controlled, Secure Floor	Included
Internet Bandwidth with Back-up	Included
Data Security (DLP)	Included
Night Shift Allowance (Hardship, Travel & Food)	Included
Third Party Background Verification	Included

**4. Terms & Conditions:**

- a) GST and other applicable taxes will be additional.
- b) Billing will start from the day the first batch output is shared with BCPL
- c) Rate is inclusive of people, infrastructure, internet bandwidth, operational and administrative overheads.
- d) Invoice will be raised on the last day of the month and the payment to be made within 30 days of receiving invoice. If payments are delayed beyond 30 days, an interest of 2% per month will be applicable.
- e) If there is an invoice process or format to be followed, we would need that from BCPL before the process goes live.
- f) Pricing will be fixed for this scope of work, any change in scope will have an impact on the rate provided.
- g) There will be a YOY increase for Cost of Living Adjustment at 5% per annum.
- h) Volume fluctuations up to +5% will be managed by the Service Provider. Any increase in volumes will be managed on a best efforts basis and the impact on Service Levels will need to be considered.
- i) If there is an invoice process or format to be followed, we would need that from BCPL before the process goes live.