

SUPPLIER INFORMATION:

NextWealth Entrepreneurs Pvt Ltd
GA, Alsa Gelenridge, No 32, Langford
Road,
Bangalore KA 560025 IN

SUPPLIER NO : 49643
SUPPLIER TEL :
SUPPLIER FAX :
SUPPLIER REF # :
PURCHASING GROUP: GK GTS VMO
SUPPLIER GSTIN: 29AACCN7635F1ZA

Notes:
The PO is released based on STATEMENT OF WORK NO
CW3950536
Start Date: 1-Feb-2024
End Date : 29th- Feb -2024

CHANGE PURCHASE ORDER

PURCHASE ORDER # : 4500383264
ORDER DATE : 04/05/2024
ORDERED BY : Arun Kumar
PHONE NUMBER :
REVISION DATE : 05/21/2024
REVISED BY : Isha Manchanda
PHONE NUMBER :
PAYMENT TERMS : Net Due 45 days

SHIP MERCHANDISE TO:

WM Global Technology Services India Pvt. Ltd.
Building 11 (sez), Cessna Business Park
Kadabeesanahalli Village Varthur Hobli B
Bangalore KA 560103 IN

INVOICE TO:

WM Global Technology Services India Pvt. Ltd.
Building 11 (sez), Cessna Business Park
Kadabeesanahalli Village Varthur Hobli B
Bangalore KA 560103 IN

GSTIN # 29AABCW1354K4Z0

Line	Description	Item #	Quantity	UoM	Delivery Date	Unit Price	Extended Price
00010	CIA product matching and validation for	100120135	1,018,750	EA	04/12/2024	1.00	1,018,750.00
	Supplier Item Number: 100120135 CIA product matching and validation for Canada HSN/SAC: 9983						
00020	CIA product matching and validation	100120135	11,652,870	EA	01/31/2025	1.00	11,652,870.00
	Supplier Item Number: 100120135 CIA product matching and validation for Canada No. of Months : 11 Start Date : 1-Mar-23 End Date : 31-Jan-24 HSN/SAC: 9983						

total net value excluding tax INR 12,671,620.00

Deleted line items on the Purchase Order are grayed out
Changes to the Purchase Order can be seen highlighted in **bold**

This purchase order will be governed by the terms and conditions that are printed on the reverse and Vendor's acceptance of this or any action undertaken by Vendor in accordance with these will imply that the Vendor shall has read, understood and accepted such terms and conditions.

This is a computer generated Purchase Order hence doesn't require any physical signature.

Terms & Conditions

1. ENTIRE AGREEMENT. These terms and conditions and any orders attached hereto ("Order") becomes the complete agreement between WM Global Technology Services India Pvt. Ltd. ("Purchaser") and you ("Vendor") with respect to the subject matter of the order attached hereto and upon Vendor's acknowledgement or commencement of performance except that if another written agreement governing the items set forth in an Order has been executed between Purchaser and Vendor ("Existing Agreement"), the terms of such Existing Agreement will prevail solely to the extent such Existing Agreement conflicts with these Terms and Conditions, unless expressly stated otherwise in such Existing Agreement. No modification, alteration or amendment shall be effective unless in writing and signed by authorized representatives of both parties.

2. PRICE.

2.1 The Order attached hereto shall not be filled at prices higher than those shown on the attached Order unless such increased prices have been authorized in writing by Purchaser.

2.2 If Vendor decreases prices for any items to be furnished, the price of all unshipped items shall be adjusted to the lower prices.

2.3 Applicable taxes and other charges such as Goods and Services tax, duties, customs, tariffs, and imposed or government-imposed surcharges, will be charged extra at prevailing rates and shall be stated separately on Vendor's invoice.

3. INVOICING AND DISCOUNTS. All invoices shall include, without limitation, the purchase Order number, and a description of the items, quantities, and unit prices for all goods invoiced.

4. DELIVERY. Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in the attached Order and any delays in shipment shall be reported immediately by Vendor to Purchaser. No partial deliveries or deliveries of additional items shall be made without Purchaser's express prior written consent. Purchaser reserves the right to cancel the attached Order in whole or in part if Vendor fails to make deliveries in accordance with these terms.

5. CHANGES/CANCELLATION. Purchaser may at any time make changes in the delivery schedules, designs, quantities, and specifications for goods ordered hereunder. Vendor shall inform the Purchaser of its acceptance of such changes within [2] calendar days of receipt of notice of such changes. In the event the Vendor (a) does not notify the Purchaser of its acceptance / rejection of such changes, or (b) delivers the items, after incorporation of such changes as may be proposed by the Purchaser; it shall be deemed that the Vendor has accepted the changes made by the Purchaser. Purchaser may terminate the Order in whole or in part at any time for any reason on written notice to Vendor and Vendor shall stop work immediately upon receipt of said notice.

6. ACCEPTANCE. Payment for items ordered hereunder shall not constitute acceptance. All items are subject to Purchaser's inspection and test before final acceptance by Purchaser. If any inspection or test is made on Vendor's premises, Vendor shall provide Purchaser's inspectors with reasonable facilities and assistance at no additional charge. No item shall be deemed accepted by Purchaser until Purchaser has given written notice of such acceptance to Vendor. Purchaser shall have the right to reject or require the correction of any item found to be defective, which item shall be promptly replaced or corrected by Vendor.

7. REPRESENTATION AND WARRANTY. Vendor warrants that all items provided hereunder shall be merchantable, free from defects in design, workmanship and materials, conform to the agreed-upon specifications for the items, and shall be fit for the specified purpose at Purchaser's option, Vendor shall promptly repair, replace or refund the purchase price and cost of shipment to Purchaser of all defective or otherwise unacceptable items. Purchaser shall have no liability for such returned items and Vendor shall bear all liability, responsibility and expenses for them. Vendor represents and warrants to the Purchaser that the items sold under this Order do not infringe the rights of, or misappropriate the property of, any entity or person, including, but not limited to, intellectual property rights.

The foregoing warranties are in addition to all other warranties, express, implied, or statutory, and survive delivery, inspection, acceptance, or payment by Purchaser.

8. INDEMNITY. Vendor must defend, indemnify and hold harmless Purchaser and its stockholders, successors, assigns, officers, directors, employees, agents and representatives (each, an "Indemnitee") from and against any and all claims asserted against, imposed upon or incurred by an Indemnitee by any third party due to, arising out of or relating to (i) any suit or claim that the Vendor services, deliverables, and/or Vendor intellectual property infringe the rights of, or misappropriate the property of, any entity or person, (ii) any breach by Vendor of its confidentiality or data security obligations herein, (iii) any fraud, negligent act or omission, or intentional misconduct, of Vendor (iv) any violation of applicable laws by the Vendor Purchaser shall notify Vendor of any such claim or demand and Vendor shall defend any suits based thereon. If an injunction issues as a result of any such claim, Vendor agrees at its expense and at Purchaser's option to: (i) procure for Purchaser the right to continue using items ordered hereunder; (ii) replace such goods with noninfringing items; (iii) modify the goods so they become noninfringing; or (iv) refund to Purchaser the amount paid for the items and bear all liabilities, costs and expenses related to discarding them or returning them to Vendor.

9. FORCE MAJEURE. Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. To clarify, the provisions of this Clause 9 shall not be applicable, and the Vendor shall remain responsible and liable for its failure to perform, to the extent any of the above events are caused by the negligence of the Vendor. If delivery is to be delayed because of any of the foregoing, Vendor shall immediately notify Purchaser in writing and Purchaser may either: (i) extend Vendor's time of performance; or (ii) terminate the uncompleted portion of the attached Order at no cost to Purchaser.

10. CONFIDENTIALITY. Both Parties acknowledge that either Party may receive (the "Receiving Party") Confidential Information from the other Party (the "Disclosing Party") during the validity of this Order, and all Confidential Information is deemed to have been received in confidence. Receiving Party may use the Disclosing Party's Confidential Information only to perform its obligations or exercise its rights under the Order, and may disclose Disclosing Party's Confidential Information only to Receiving Party's employees, agents or contractors that need to know the information pursuant to this Order and who are required (by written agreement, written and enforceable internal policy, or legally enforceable code of professional responsibility) to maintain the confidentiality of the Confidential Information as required by this Order. Receiving Party must protect the Confidential Information at least as well as it does its own valuable and sensitive information of a similar nature and, in any event, with no less than a reasonable degree of care.

Following completion, cancellation, or termination of the Order, and/or if requested by Disclosing Party, Receiving Party must return or destroy all Confidential Information and upon request, certify in writing as to having returned or destroyed all Confidential Information. The obligation of confidentiality continues for three (3) years from the completion, cancellation, or termination of the Order; provided, however, Receiving Party must keep (i) any personally identifiable information ("PII") confidential as required by any applicable law; and (ii) any trade secrets of Disclosing Party confidential as long as the information remains a trade secret. "Confidential Information" includes, without limitation, (i) all information communicated by Disclosing Party that should reasonably be considered confidential under the circumstances, whether it was or was not identified as confidential at the time of disclosure; (ii) all information identified as confidential to which Receiving Party has access in connection with the subject matter of the Order, whether before or after Effective Date; (iii) the Order, (iv) any trade secret; (v) any existing or contemplated product, service, design, technology, software, process, technical data, engineering, technique, research, development, invention, methodology and concept and any related information; (vi) information relating to any business plan, sale or marketing method, marketing, merchandising, pricing, analysis and report, customer information, personally identifiable information ("PII"), customer or supplier list or requirement, and (vii) financial and accounting information; whether disclosed orally, in writing or via electronic or other medium.

11. PUBLICITY. Neither party may use the other party's name or logos publicly or in advertisements nor otherwise disclose the existence or content of the attached Order without the other party's prior written consent.

12. SHIPMENT.

12.1 All goods shall be prepared for shipment according to Purchaser's instructions, if any, and otherwise in a manner that follows good commercial practice, is acceptable to common carriers, and is adequate to ensure safe arrival.

12.2 Unless otherwise specified herein, all shipments shall be DDP (Incoterms 2010). Notwithstanding any prior inspections, Vendor bears all risk of loss, damage, or destruction until final acceptance by Purchaser.

13. LIMITATION OF LIABILITY. IN NO CASE SHALL PURCHASER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

14. ASSIGNMENT. Vendor shall not delegate any duties nor assign any rights under this Order without the prior written consent of Purchaser, and any such attempted delegation or assignment shall be void without Purchaser's consent.

15. COMPLIANCE WITH LAWS.

15.1 Vendor will comply with all central / federal, state, and local laws and regulations applicable to the performance of its obligations hereunder.

15.2 Vendor covenants that it must comply with all relevant laws and ordinances, including those laws pertaining to corruption, including the US Foreign Corrupt Practices Act and, if applicable, the UK Bribery Act 2010. Vendor further covenants that it must not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value to any Government Official for purposes of: (i) influencing any act or decision of any Government Official in his official capacity; (ii) inducing any Government Official to do or omit to do any act in violation of the lawful duty of the official; (iii) securing any improper advantage; or (iv) inducing any Government Official to use his influence with the government or instrumentality of any government to affect or influence any act or decision of the government or instrumentality with respect to any activities undertaken relating to the Order. A Government Official for purposes of this section means any officer or employee of a foreign government, public international organization, or department, agency or instrumentality of a foreign government.

16. REMEDIES. The rights and remedies provided by Purchaser herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

17. LAW; FORUM. This Order shall be interpreted and construed in accordance with the laws of India, without regard to its conflicts of laws provisions, and with the same force and effect as if fully executed and performed therein. Each Party consents to the exclusive jurisdiction of the courts of Bangalore, Karnataka.

18. INDEPENDENT CONTRACTORS. The Purchaser and Vendor are acting under as independent contractors under this Order and neither Party is deemed to be an agent, employee, joint venture partner or partner of the other Party.

19. WAIVER. No waiver of any provision of this Order may be deemed or constitute a waiver of any other provision of this Order. The failure of either Party to enforce at any time any of the provisions of this Order, or the failure to require at any time performance by either Party of any of the provisions of this Order, may in no way be construed to be a present or future waiver of provisions or in any way affect the ability of a Party to enforce each and every provision after such event.

20. SEVERABILITY. If any provision of this Order is adjudged by a court to be invalid, void or unenforceable, the Parties agree that the remaining provisions of this Order will not be affected by such determination, that the provision in question must be replaced by the lawful provision that most nearly embodies the original intention of the Parties and that this Order will in any event otherwise remain valid and enforceable.

21. DATA PROTECTION. The Vendor agrees that it shall comply with all relevant data protection laws including the Information Technology Act, 2000 and the rules thereunder, in relation to the collection, processing or transfer of any information which is considered to be personal or sensitive under applicable law. Specifically where the Vendor processes any sensitive personal information that is transferred to the Vendor by the Purchaser, the Vendor shall implement and maintain security standards which are at least equivalent to security standards implemented by the Purchaser. For the purpose of this Order, sensitive personal information shall include any information or data, relating to (i) passwords; (ii) financial information such as bank accounts, credit / debit card details etc.; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; and (vi) biometric information; relating to a natural person.

AMENDMENT NO. CW3967194

This Amendment ("**Amendment**") CW3967194 dated 9th May 2024 amends Statement of Work Number CW3950536 dated 13th Feb 2024 (the "**Statement of Work**") by and between NEXTWEALTH ENTREPRENEURS PRIVATE LIMITED ("**Consultant**") and WM GLOBAL TECHNOLOGY SERVICES INDIA PRIVATE LIMITED ("**WMGTS**"), entered into pursuant to the terms and conditions of the Consulting Agreement # 6776 dated March 20, 2012 and Amendment #01-22819, dated 1st July 2019 (the "**Agreement**") between WMGTS and Consultant

1. Section IX in the Statement of Work is deleted in its entirety and replaced with the following:

IX. Fees/Rate Card/Number of Hours of Service

Consultant must invoice WMGTS on a monthly basis for Services performed and completed under this SOW at such rates provided below. All invoices for fees and expenses are payable on the terms set forth in the Agreement.

Process	Existing Cost per Transaction (INR) Rate till Feb 29 2024	New Cost per Transaction (INR) Rate from 1 st March 2024
Product Matching - Coverage	17.7	18.76
Product Matching - Validation	17.7	18.76
Attribute extraction	17.7	18.76
Prime Tag Validation	2.64	2.80
Prime Price Validation	6.50	6.89

S/N	Description	No. of Months	Start Date	End Date	Total Amount in INR
1	CIA product matching and validation for Canada	1	1-Feb-24	29-Feb-24	10,18,750
2	CIA product matching and validation for Canada	11	1-Mar-24	31-Jan-25	1,16,52,870
Total Cost Of SOW					1,26,71,620

Price exclusive of GST @ 18% or as applicable

- The time allocation and skill distribution of all tasks as well as the expected deliverables under this SOW in relation to the Services will be determined solely by WMGTS.
- Fees: This SOW has a contract value of **INR 1,26,71,620** plus GST @ 18% currently or as applicable.
- All undisputed and properly submitted invoices for fees and expenses are payable on the terms set forth in the agreement.
- Any fees exceeding the above amount must be pre-approved in writing by WMGTS in the form of a Project Change Request.

- e. Projections of forecast and volumes will be shared quarterly by WMGTS. Any deviations in projections of +/- 10 for any month in that quarter will be informed by WMGTS to NW as per mutually agreed timelines.
 - a. Post sharing the forecast, if minimum commitment of 90% volumes is not adhered to,. NW can bill up to 90% of the said forecast in the last month of the quarter
- f. Any changes to the current process /new process which has been initiated by WMGTS, that impact AHT / Throughput, would warrant a discussion on the impact it has on the pricing and productivity.
- g. The price includes infrastructure cost, connectivity cost and the people cost.
- h. Windows and MS office software is part of the configuration that will be used to complete the work under this SOW and same needs to be arranged by Consultant which is included in the above cost.
- i. Any delivery aside from BAU delivery on the explicit request and approval of Walmart during weekends or holidays will be charged at an overtime rate of 1.5 time over the BAU cost/transaction
- j. Any work required after 8 PM until 8 AM will be considered as a night shift. The cost will be 1.1 times the current cost per transaction for weekdays and 1.6 times the current cost per transaction for weekends. This needs to be pre approved by WMGTS
- k. Any Ad hoc/Burst volumes/Short term work (4 months or less) forecast should be provided a minimum of 30-45 days in advance, depending on the numbers required, to help with hiring and training of the right skills and experience.
- l. Both the consultant and WMGTS agree to determine accuracy based on attestation, Flip, Recall, and Precision. This will be based on the Documented and signed of QA Guidelines by both stakeholders.
- m. Any changes to the existing documented QA Process, the impact on cost and timelines to be mutually agreed and signed off before the changes are applied. Time lines to be set based on the level of complexity
- n. During the period of such changes being implemented, Penalties cannot be applicable, and the grace period should be agreed by both parties.
- o. **Transactions based on Page problem is not part of billing.**
- p. Note: Any Ad hoc/Burst/Short term Projects (4 months or less) will be charged 12% more than BAU delivery costing not applicable for holiday volume
- q. Timelines for Billing/Invoicing:
 - a. The invoicing period is 20th of each month to the 19th of the next month.
 - b. Consultant will share the invoice inputs for approval by the 21st of every month.
 - c. WMGTS to provide approvals on the same by the 5th of the next month.
 - d. In case approvals are not received on time, the Consultant will raise the invoice based on data available with them and changes if any will be adjusted in the next invoice.
- r. Any changes to the agreed policies will be mutually discussed and agreed upon before the implementation – this will include any impact on metrics, headcount and costing.
- s. There will be a YOY increase on the above-listed rates for Cost-of-Living Adjustment that will be mutually discussed and agreed at the time of renewal of SOW.

2. With this Amendment, below is the change in total contract value:

Agreement	Total Value (INR)
Statement of Work # CW3950536	10,18,750
Amendment # CW3967194	1,16,52,870
New Total	1,26,71,620

3. Except as expressly amended by this Amendment, all terms and conditions of the Statement of Work and the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the SOW/Agreement, the terms and conditions in this Amendment shall prevail.

4. This Amendment may be executed in counterparts or duplicate originals. Facsimile and electronic and digital copies of the Amendment, including properly executed PDF versions of the Amendment, are regarded as an original instrument by the Parties.

Agreed By:

**NEXTWEALTH ENTREPRENEURS
PRIVATE LIMITED**

(Consultant)

Signature

Mythily Ramesh

Name: Mythily Ramesh

Title: Co-Founder

Date: May 11, 2024 | 11:12 CDT

**WM GLOBAL TECHNOLOGY SERVICES INDIA
PRIVATE LIMITED**

(WMGTS)

Signature

Mrinal Chatterjee

Name: Mrinal Chatterjee

Title: Vice President

Date: May 20, 2024 | 09:33 CDT