

This Master Agreement number Sazinga-MSA/SD-Jan/2022/001 is made on this 06<sup>th</sup> Jan, 2022 between:

**Truevibez Private Limited, CIN No.: U72900PN2020PTC192111**, a company incorporated under the laws of India, having its office at **F-203, Anjor Housing Society, 2nd Lane, Veerbhadra Nagar, Baner, Pune - 411045, Maharashtra, India** (Hereinafter referred to as “Customer” or “Truevibez” which expression shall unless it be repugnant to the context be deemed to include its successors and assigns)

AND

**Sazinga Digital Services Private Limited CIN No.: U72900PN2015PTC155920**, a company incorporated under the laws of India, having its office at **#201, Wing A, Royal Empress, Baner Road, Baner, Pune - 411 045, Maharashtra, India** (Hereinafter referred to as “Supplier”) which expression shall unless it is repugnant to the context be deemed to include its successors and assigns of the OTHER PART.

WHEREAS CUSTOMER desires to retain SUPPLIER to perform outsourcing services for the CUSTOMER and SUPPLIER has agreed to provide the services as may be requested by the CUSTOMER from time to time on terms set forth more fully below.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations by the parties hereto, it is agreed as follows:

## 1. Scope of the agreement

- a. Subject to the terms and conditions set forth in this Agreement, SUPPLIER agrees to provide such services (hereinafter “services”) as CUSTOMER may from time to time request. For each project undertaken by SUPPLIER, the parties shall execute a work order substantially in the form attached hereto as Exhibit A (“Work Order”). The Work Order along with this Agreement shall form the whole of this Agreement. In the case of a conflict between the provisions of the Work Order and this Agreement, the provisions of this Agreement shall prevail.
- b. Each such Work Order shall be signed by authorized representatives of CUSTOMER and SUPPLIER. SUPPLIER and each such consultant assigned to provide Services shall provide the Services described in each such Work Order subject to and in accordance with all terms and conditions of this Agreement.

## 2. Compensation

- a. The CUSTOMER shall pay SUPPLIER as compensation for Services rendered hereunder at the rate or rates as may be applicable and mentioned in the Work Order.
- b. The Parties shall mutually agree to payment terms in the applicable Work Order, which shall then be signed by the Authorized Signatories of both the Parties.

### **3. Taxes**

- a. All rates prescribed are exclusive of any Tax. Taxes will be charged as per the prevailing norms and rates as and when applicable.

### **4. Time and place of work**

- a. SUPPLIER's Services shall be available to the CUSTOMER through the period of this Agreement at such times and at such place or places as the CUSTOMER may request and as may be agreeable to SUPPLIER and as defined in the Work Order.

### **5. Confidentiality**

Confidentiality terms and conditions shall be according to the Non-Disclosure Agreement signed between the CUSTOMER and SUPPLIER.

### **6. Relationship between the parties**

- a. SUPPLIER shall perform the Services hereunder as Independent Supplier. In the performance of all Services hereunder, SUPPLIER shall comply with all applicable laws and regulation.

### **7. Point of Contacts**

SUPPLIER endeavours to keep in continuous touch with client and thus would like to share Point of Contacts whom Customer can contact during the contract period –

Primary Contact –

Name: Subodh Bhalerao

Role: CBDO

Email: subodh@sazingadigital.com

Highest escalation –

Name: Sumitsinh Thakur

Designation: Founder & CEO

Email: sumit@sazingadigital.com

## 8. Personnel

- a. Nothing contained in this Agreement shall constitute either SUPPLIER or any of its agent(s) / employee(s) to be agent(s) or employee(s) of CUSTOMER. SUPPLIER shall be liable for all acts or omissions of the employee/agents and servants resulting in damage to the customer's business or CUSTOMER's property.
- b. SUPPLIER will be entirely responsible for their staff's employment, remuneration and expenses. For the avoidance of doubt none of the personnel carrying out the Services shall be or shall be deemed to become employees of CUSTOMER, but shall be the employees of Supplier or its partners.
- c. SUPPLIER shall ensure that the personnel employed by it are aged 18 years and above.
- d. SUPPLIER shall provide the services in a competent and professional manner, and shall only engage or employ persons or organizations who are properly qualified and adequately experienced to perform the duties allocated to them and exhibit a high standard of work and conduct and who are of known reliability and integrity and may be relied upon not to breach the terms and conditions of this Agreement including those relating to security and confidentiality.
- e. SUPPLIER shall ensure that all its personnel engaged in the provision of the Services will at all times during the term of this Agreement while on customer's premises, as may be required in the delivery of the services.
  - i. Act diligently, ethically, soberly and honestly.
  - ii. Not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions.
  - iii. Comply with all occupational health or safety policies of the customer including, but not limited to, those relating to a smoke-free environment.

- iv. Comply with all procedures, rules, regulations, standards of conduct and lawful directions of customer in respect of use of its premises, equipment, business ethics or methodology, or contact with its staff or customers.
- f. SUPPLIER shall fully comply with all Legislative Regulatory or other Government requirements in relation to its personnel.

## 9. Warranties

SUPPLIER warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

SUPPLIER warrants that there are no actions, suits or proceedings, pending or threatened, which will have a material adverse effect on SUPPLIER's ability to fulfill its obligations under this Agreement.

SUPPLIER warrants that CUSTOMER's use of any hardware or software provided by SUPPLIER in connection with this Agreement will not infringe any patent, trademark or copyright of any third party.

SUPPLIER warrants that it will perform the Services in accordance with the Service Levels, applicable specifications and documentation as set forth in the Work Order, hereunder.

SUPPLIER represents and warrants that any Services rendered to CUSTOMER in accordance with the terms of this Agreement will be performed in a professional manner by qualified and properly trained personnel.

## 10. Term and termination

- a. This Agreement is effective as of 06-Jan-2022 and shall continue until receiving termination intimation from either the CUSTOMER or SUPPLIER 60 days prior to the actual date of termination.
- b. Either party may terminate any project or the entire Agreement upon written notice to the other in the event that:
  - i. The other party defaults on any obligation established under or pursuant to this Agreement and fails to remedy the said default to the non-defaulting party's reasonable satisfaction within 30 calendar days after written notification of the said default was made to the defaulting party

- ii. 30 day(s) notice of termination shall be given if the other party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course; or
- iii. 30 day(s) notice of termination shall be given if the Control of the other party existing as of the date set forth above changes in a manner that, in other party's sole judgment, may adversely affect its rights or interests hereunder.

## **11. Return of all material**

- a. In the event of termination hereunder by CUSTOMER, CUSTOMER shall pay SUPPLIER all fees as specified in the work order that have been incurred by the SUPPLIER rendered up to the effective date of the termination, provided the services have been rendered in an effective manner in accordance with the relevant work order.
- b. Either party shall upon the termination of this Agreement for any reason, as requested by the other party immediately destroy or deliver and cause its SUPPLIER's to so destroy or deliver to the other party or its designee all confidential information, including but not limited all material, instruction, papers, software, data and hardware provided by one party to the other.

## **12. Arbitration**

All disputes arising out of or in connection with the present contract shall be settled through mutual negotiation failing which will be finally settled under the laws of the Maharashtra State and such Indian Laws as may be applicable and subject to the jurisdiction of Maharashtra State courts.

## **13. Force Majeure**

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, Civil or Military Authority, Acts of the Public Enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, Acts of Government, its agencies or officers. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have

the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.

#### 14. Survival

The clauses shall to the extent provided, remain in effect after any termination of this Agreement.

#### 15. Waiver, amendment and modification

Failure of either party at any time to require performance of any provisions of this Agreement shall not affect the right to require full performance of the Agreement terms at any time thereafter, and the waiver by any party of a breach of such provision shall not be taken or held to be a waiver of any subsequent breach or nullification of the effectiveness of such provision. Except as otherwise provided in this Agreement, any waiver, amendment or other modification of this Agreement will not be effective unless it is in writing and signed by both the parties.

#### 16. Indemnity

SUPPLIER agrees to indemnify, defend, and hold harmless CUSTOMER and its parents, subsidiaries, affiliates, officers, directors, and employees, from any and all claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, attorneys' fees) to the extent based on:

- a. infringement of any patent, copyright, trademark, trade secret or other third party intellectual property right or contractual right based on any Work Product, SUPPLIER Tool, SUPPLIER Software, SUPPLIER Material or deliverable furnished to CUSTOMER by SUPPLIER pursuant to the terms of this Agreement or the use thereof by CUSTOMER;
- b. personal injury or damage to property arising out of the fault or negligence of SUPPLIER or its employees;
- c. any demand for payment of compensation (including benefits) or salary asserted by any SUPPLIER Employees, or any other liabilities, costs and expenses (including without limitation attorneys' fees) associated with a determination by any federal, state or local government agency or court, or any other determination applicable to CUSTOMER, that the personnel provided by SUPPLIER are employees of CUSTOMER for any purpose; and
- d. a material breach of, or failure by SUPPLIER to perform any covenant or obligation of SUPPLIER set out in this Agreement

## 17. General provisions

- a. **Governing Law.** The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the Maharashtra State and the federal laws of the India applicable therein. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled in the appropriate court located in Pune (and each party waives any and all defences it may have regarding forum, including, without limitation, forum non convenes)
- b. **Severability.** In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- c. **Successors and Assigns.** This Agreement may not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably withheld. This Agreement will be for the benefit of both the parties' successors and assigns, and will be binding on both the parties' heirs and legal representatives.
- d. **Headings.** Titles or headings to the sections of this Agreement are not part of the terms of this Agreement, but are inserted solely for convenience.
- e. **Legal Fees.** If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorney's fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief that may be awarded.
- f. **Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt if requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given three (3) business days after it was mailed, as evidenced by the postmark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom the notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address as given below. Either party may change its mailing address by notice as provided by this Section.

- g. Non-exclusivity. The Parties agree that this Agreement is only a Master Agreement laying down the terms governing the relationship between the Parties and as such does not guarantee any business to SUPPLIER or bestow any exclusivity to SUPPLIER.
- h. Non-Hire. CUSTOMER and the SUPPLIER, without prior consent of each other, shall not solicit or procure for employment the resources or the Consultant or any representative of each of them during the period of this agreement or within 24 months from the date of completion or termination of the agreement or the resignation/termination of service from one's company by such a resource/Consultant/representative, whichever is later.
- i. No-Contact. SUPPLIER, without prior consent of CUSTOMER, shall not solicit or procure or contact the Clients or the employees or the Consultants or any representatives of the CUSTOMER during the period of this agreement or within 60 months from the date of completion or termination of the agreement or the termination of services, whichever is later.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN SIGNED ON THIS 06<sup>th</sup> DAY OF JAN, 2022 BY-

For and on behalf of  
**Truevibez Private Limited**

For and on behalf of  
**Sazinga Digital Services Pvt Ltd**

Signature:

Name: Rajesh Karandikar  
Title: Director

Date: 06<sup>th</sup> Jan 2022  
Place: Pune

Signature:

Name: Sumitsinh Thakur  
Title: Founder and CEO

Date: 06<sup>th</sup> Jan 2022  
Place: Pune

