



Truevibez Pvt. Ltd.

To,  
The Managing Director,  
Cosmos Bank, Pune

Dear Sir/Madam,

Date: 05 Feb 2022

Please find below draft Memorandum Of Understanding for services offered by Truevibez Private Limited to Cosmos Bank, to provide value added services to Cosmos bank customers.

## AGREEMENT

THIS AGREEMENT made at PUNE on this 5<sup>th</sup> Day of February 2022 by and between

**Truevibez** Private Limited represented by its Director Rajesh Karandikar, and having its office at F-203, ANJOR HOUSING SOCIETY, 2ND LANE, VEERBHADRA NAGAR, BANER, PUNE, Pune, Maharashtra, India, 411045 PAN:AAHCT9563F (hereinafter referred to as the "**TRUEVIBEZ**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART**;;

AND

**Cosmos Co-op Bank** Limited represented by its Authorized Signatory Shri. \_\_\_\_\_, and having its office at \_\_\_\_\_ PAN: \_\_\_\_\_ (hereinafter referred to as the "**COSMOS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART**;

**1. WHEREAS:**

- (A) **TRUEVIBEZ** is a company registered under the Companies Act, 2013 with an objective of developing various products for the hospitality consumers.
- (B) **TRUEVIBEZ** has developed a product viz. WAIU – Experience Luxury At Convenience wherein various facilities/benefits are provided to the consumers.
- (C) **COSMOS** has prima facie agreed to avail such services/facilities for its employees and customers on terms and conditions contained hereunder for mutual benefit.
- (D) Technology integration will be completed between **COSMOS** and **TRUEVIBEZ** to seamlessly provide the services to **COSMOS** customers at **TRUEVIBEZ** partnered restaurants.

**2. NOW THEREFORE THE PARTIES HERETO AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**3. TERM AND NATURE OF THE AGREEMENT**

The Agreement shall be valid for a **period commencing on 5<sup>th</sup> February, 2022 and ending on 31<sup>st</sup> March, 2023** in accordance with the terms of the Agreement.

**4. ARRANGEMENT**

**TRUEVIBEZ** has agreed to pay 12 % guaranteed discount to the customers of **COSMOS** Bank for availing the F & B services in the partner restaurants.

**TRUEVIBEZ** has agreed to give a credit line to the Cosmos bank customers without any cost for the credit period opted by them. If there is a delay in repayment after the stipulated time, then the delayed fees will be levied by the lending partner.

The Parties further agree that if any responsibility not specifically described in this Agreement is found to be an inherent, necessary, or customary part of the Services and/or required for proper performance or provision of the Services; Services to be delivered by the **TRUEVIBEZ**.

**TRUEVIBEZ** agrees to pass host of other services to **COSMOS** bank in future.

**5. TERMINATION**

**TRUEVIBEZ** has the right to extend this Agreement for further periods on the terms and conditions as will be mutually agreed upon, as per sub clause 1.1 of Clause 1.

This arrangement may be terminated for convenience by either side, by giving one (1) months' notice or one (1) month's Fee in lieu thereof.

## **6. GENERAL TERMS**

**Amendment:** The Agreement cannot be amended except by a written instrument duly executed by both Parties.

**Assignment:** The Agreement shall not be assigned or transferred, in whole or part, by any party, without the prior written consent of the other party.

**Notices:** Any notice under the Agreement must be in writing and may be sent by registered post or courier or may be served through e mail, addressed to the party to be notified, postage-prepaid and registered or certified with a return receipt requested. In case any notice is hand delivered it must contain a receiving from the other Party. Notices shall be sent to the last known and/or registered office address of the Party concerned.

**Force Majeure:** The Parties shall not be liable for performing their obligations contemplated here in the event of the occurrence of any unforeseen occurrences due to adverse change in laws, event of vandalism and public unrest or unforeseen events like fire, floods, storms, cyclones, exceptionally adverse weather conditions, act of war, riots, strikes, rebellion, restraints, insurrection, terrorist or military action, nuclear blast / explosion, politically motivated sabotage or civil commotion or civil disorder, orders of governmental or other statutory authorities; state/national emergency and acts of God beyond the reasonable control of the Parties, or any other similar causes or any other act(s) or circumstance(s) beyond either Party's reasonable control that was not reasonably foreseeable and that could not have been prevented with due diligence and have not been caused due to the acts or omissions of either Party.

**Survival:** The Parties hereby agree that all the provisions relating to warranty including intellectual property warranty, indemnity and confidentiality shall survive termination of the Agreement.

**Waiver:** Failure by any of the Parties to exercise promptly any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed.

**Severability:** If any part or any provision of this Agreement is or becomes illegal, invalid,

or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

**Governing Law and Jurisdiction:** The Agreement shall be construed, interpreted, and applied in accordance with and shall be governed by the laws applicable in India. The courts at Pune shall have the exclusive jurisdiction to entertain any dispute or proceeding arising out of or in relation to the Agreement.

**Entire Agreement:** The Agreement, including the relevant Annexes hereto represents the entire agreement between the Parties and supersedes and cancels all previous negotiations, agreements, or commitments (whether written or oral) with respect to the subject matter hereof. The Agreement shall be executed by the authorized representatives of both Parties. The original of the Agreement will be retained by the TRUEVIBEZ and its duly executed copy will be retained by the COSMOS.

7. **IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN THIS AGREEMENT STANDS BINDING AND HAS AGREED TO THE TERMS AND CONDITIONS, PRIVACY POLICY, AND THIS DOCTORS AGREEMENT**

<b>SIGNED AND DELIVERED</b> <b>On behalf of TRUEVIBEZ PRIVATE LIMITED</b>	<b>SIGNED AND DELIVERED</b> <b>On behalf of COSMOS CO OP BANK. LIMITED</b>
<b>Rajesh Karandikar</b>	<b>(Authorized Signatory)</b>