Work Order

Service Agreement

This agreement dated on 9th day of <u>January</u>, 2017, by and between **BORN Group Inc** having its office at- 159 W25th St. New York NY 1001 herein represented by its authorized representative Mr Dilip Keshu hereinafter referred to as the "**Client**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **ONE PART**

And

Thomson Data LLC, having its office at 4512 Legacy Drive, Suite 100 Plano, TX 75024 herein represented by its authorized representative and Account Manager- Mr. George Mathews (hereinafter referred as "**Thomson Data**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the OTHER PART.

Solution provided by Thomson Data

<u>Custom list building</u>

Providing custom list service as per clients' target criteria. The custom list will have company name, contact name, phone number, address, industry/SIC code, NAICS code, revenue/employee size, email address, Linked-In profile (optional). The list will be delivered in excel for access as per Clients' convenience.

Target criteria:

Technology type: SAP and SFDC
Job titles: CXOs
Industry: Automobile, electrical, Manufacturing, retail
Geo: APAC and MEA
Counts:

Region	Counts		
	SAP	SFDC	
APAC	5,990	2,980	
MEA	1,205	425	
Total	7,195	3,405	**10,600**

Service details

SI	Package Details	Amount
1	Target Criteria: Custom list building without Linked-in profiles- Custom list will have company name, contact name, phone number, address, email, industry/SIC code, NAICS code, revenue/employee size, application type No of contacts: 10,600	$ 3,000

Terms and Conditions

The Client and Thomson Data shall jointly be referred as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS, Thomson Data is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached Thomson Data for the purpose engaging the latter to provide to the Client the services offered by Thomson Data and Thomson Data has agreed to provide such services to the Client;

AND WHEREAS, the parties are now entering into this Agreement to record the Terms and Conditions of their understanding.

1. FEES: Client will make upfront payment to Thomson Data based on the option selected by client on the work order. The remaining balance if any is payable to Client prior to completion. At any time during this service, Client can pay the remaining balance if any and take the delivery of the remaining marketing database. There is no refund available for Thomson Data's services.

Client Signature

2. Record accuracy: Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Thomson Data gives 85%+ accuracy guarantee. Thomson Data guarantees a replacement for any inaccurate data beyond this limit and replacement for all the undeliverable emails (only hard bounce) if returned within 30 days from the date of delivery of the marketing data file. In case Thomson Data doesn't have records to replace, Client can expand the criteria and get the replacements.

3. Deployment of campaign (Applicable for email campaign service): Thomson Data needs an approval to run the campaign from Client 5 days in advance

4. Delivery of file/service: Delivery of the file/service within 7 business days from the receipt of the payment. Client can choose the file format (Ex: excel, access etc)

5. Indemnity: Either party here by agrees to indemnify, defend and hold harmless the other, it's agents, trustees and employees from any and all liability, loss, damage and expenses (Including, but not limited to attorney fees) that either party may suffer as a result of claims, demands, costs or judgments which may be made or instituted against the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give rise to such liabilities.

6. Dispute Resolution

6.1: In case of any disputes, controversy, claims or breach arising out of or in relation to this Agreement including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the Dispute through mutual discussions.

6.2 In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen days of such meeting of the parties then such Disputes, shall be referred to Arbitration by a prior written notice by either of the parties issuing the same to other. A sole Arbitrator shall be mutually appointed by parties to resolve such dispute and the seat of Arbitration shall be Plano, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be final and binding on the parties.

Business Communication:

All communications between the parties will be carried out through the following designated coordinators:

Business Coordination			
For Thomson Data LLC		**For Client**	
Name	George Mathews	Name	Ramesh Krishnamoorthy
Title	Senior Account Manager	Title	Manager – Global Business Development
Address	4512 Legacy Drive, Suite 100 Plano, TX 75024	Address	159 W25th St. New York NY 1001
Phone	1-469-209-6587	Phone	+91 99402 19789
Fax		Fax	
Email	george@thomsondata.com	Email	Ramesh.Krishnamoorthy@borngroup.com

Accepted By:

Signature   Date 17/1/17

Name: Sandeep Kulkarni
Title: CFO, BORN Group Inc.
Client

Client Signature