WORK ORDER GENERAL TERMS AND CONDITIONS

These Work Order General Terms and Conditions (hereinafter referred to as “these Terms and Conditions”) are applicable to enclosed Work Order entered into between the Client and Service Provider. Service Provider’s execution of the Work Order or commencement of the performance shall constitute Service Provider's acceptance of these Terms and Conditions.

1. Definition and Interpretation
2. In these Terms and Conditions, unless inconsistent with or otherwise indicated by the contrary, the following terms shall have the following meanings:

Client Group shall mean any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

Intellectual Property Rights means any and all tangible and intangible: (1) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights;

(iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force(including any rights in any of the foregoing).

Parties shall mean Client and the Service Provider.

Personal Information means any information provided by Client or collected by Service Provider in connection with Work Order (a) that identifies or can be used to identify, contact, or locate the person to whom such information pertains; or (b) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to, name, address, phone number, fax number, e-mail address, social security number or other government-issued identifier, and credit card information. Additionally, if any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associdted or combined with Personal Information, then such information is also Personal Information.

Services (also referred as “Deliverable”) mean the services that Service Provider is obligated to perform for Client as specified in the Work Order.

Subcontractor means a third party engaged by the Service Provider with prior written intimation to us or approval from the Client (as the case may be) under a separate agreement to perform Services.

Term means the term of these Terms and Conditions detailed herein.

1. In these Terms and Conditions, a reference to a statute or statutory provision includes:
   1. any subordinate legislation under it;
   2. any repealed statute or statutory provision which it re-enacts (with or without modification); and
   3. any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.
2. A reference in these Terms and Conditions to:
   1. the singular includes the plural and vice versa and words in one gender include both genders;
   2. any party includes its successors in title and permitted dssignees;
   3. an “entity” includes any individual, firm, body corporate, association or partnership, government or state; and
   4. a Clause or Schedule is to a clause of or schedule to these Terms and Conditions.
3. The headings of Clauses in these Terms and Conditions are for convenience onIy and shall not affect the interpretation.
4. To the extent of any conflict, the Clauses of these Terms and Conditions shall prevail over Work Order, unless explicitly stated otherwise.
5. Provision of Services
   1. Scope of Services. Service Provider will provide Services particularly described in the Work Order to the Client and the Client Group in accordance with the terms, and subject to the conditions, set forth in these Terms and Conditions. Nothing contained herein shall constitute a minimum commitment by the Client to purchase Service Provider's Services hereunder and Service Provider has not relied on any representation, oral or written, to the contrary. The Service Provider shall, at its own expense:
6. Obtain and maintain any approvals, licenses or registrations necessary to perform the Services; and
7. Comply with all applicable and relevant laws.

{b) Provided Personnel

1. The Service Provider shall designate such number of personnel for carrying out the Services (the “Provided Personnel") as may be required by the Client from time to time.
2. The Service Provider shall only designate personnel to provide the Services to the Client who are known to the Service Provider to be skilled, experienced, qualified and trustworthy. The Service Provider shall ensure that all Provided Personnel are recruited, selected and trained dccording to the Client’s requirements.
3. The Service Provider undertakes that it shall not, and shall ensure that each of the Provided Personnel will not, represent itself as an associate or agent ofthe Client to any person,in any manner and shall not undertake any obligation or liability in the name of or on behalf of the Client.
4. Nothing in these Terms and Conditions shall by implication or expression be taken to mean or imply any person employed or engaged by the Service Provider for rendering the Services is an employee of the Client or engaged by the Client.
5. All Provided Personnel including the employees, workers, consultants and other persons engaged by the Service Provider to render the Services to the Client shall be in the sole employment of the Service Provider, and the Service Provider shall be solely responsible for their salaries, wages, remunerations or any other statutory or other payments and the like. Under no circumstances shall the Client be liable for any payment or claim or compensation (including without limitation compensation on account of injury, death, or termination) of any nature to such employees, workers, consultants, or other persons at

any point of time during the term of these Terms and Conditions or after its termination.

1. In the event the Client notifies the Service Provider that it is not satisfied with any of the Provided Personnel including the employees, workers, consultants and other persons, engaged by the Service Provider for providing the Services to the Client, or if the Client has a reason to believe that any person engaged by the Service Provider to provide Services to the Client (i) is not abiding by any applicable Client rules, guidelines, policies & procedures; (ii) engages in any act of misappropriation, theft or any other illegal act; or (iii) is not allowed under the dpplicable laws to provide Services to the Client, then the Service Provider shall immediately replace such person with another person who is acceptable to the Client.

(c) Service Provider’s Sub-contracting

1. The Service Provider shall itself perform the Services and all obligations and duties under these Terms and Conditions provided that in case the Service Provider requires the assistance of some other specialized agency/individual or to engage any other agency/individual, such agency/individual may be engaged with a prior written intimation to the Client or if required by the Client, upon obtaining prior written approval from the Client and in any event such agency/individual shall be absolutely accountable only to the Service Provider and the Service Provider shall be absolutely responsible and accountable to the Client for such Subcontractor's acts and/or omissions. Service Provider shall pay all amounts due to the Subcontractor promptly and in accordance with the applicable laws. The Client may pay the Subcontractor and offset those amounts against amounts owed to the Service Provider if the Service Provider fails to pay a Subcontractor any amounts due and owing.
2. The Client's approval to such subcontracting shall not create any relationship between the Client and the Subcontractor nor shall it discharge the Service Provider from its responsibilities for performance of the Services in its entirety. The Service Provider shall be absolutely responsible and liable for all acts and/or omissions of such Subcontractor and shall always keep and hold the Client indemnified in respect of any damages, costs or expenses incurred or suffered by the Client that arise from any act or omissions of such Subcontractor.
3. If the Client is not satisfied with the performance of the Subcontractor or if the Subcontractor: (i) is not abiding by any applicable Client rules, guidelines, policies & procedures; or (ii) engages in any act of misappropriation, theft or any other illegal act; or (iii) is not allowed under the

applicable laws to provide Services to the Client through the Service Provider, then the Service Provider shall immediately replace such Subcontractor. Notwithstanding the above stated, the Service Provider shall remain absolutely responsible, liable and accountable to the Client for Subcontractor’s such acts and/or omissions.

1. Client Equipment and Technology. If the Client has made available any equipment, resources and/or any technology for the Service Provider and/or to its Provided Personnel for the performance of the Services, the Service Provider shall use the same only for the provision of the Services herein.
2. Time is of Essence. Time is of essence in execution of these Terms and Conditions and Work Order. All milestones or timelines for the Service Provider, whether stated in the Work Order or these Terms and Conditions or agreed by the Parties, are material to the execution of Work Order and any breach thereof by the Service Provider shall be considered a material breach of the Work Order.
3. Charges & Payment Terms
4. In consideration of the Services provided by the Service Provider and performance of the terms and conditions contained in the Work Order and these Terms and Conditions, the Client shall pay to the Service Provider such charges (“Charges") as described in the Work Order. The Charges may be amended as mutually accepted by the Parties by way of written communication, including by e-mail.
5. Service Provider shall submit the invoice within fifteen (15) calendar days from the completion of Service. Unless otherwise provided under Work Order, all undisputed sums due to the Service Provider shall be payable by the Client by cheque or electronic bank transfer within thirty (30) calendar days of receipt *oi* a correctly and properly due invoice which shall state:
6. the title and date of the Client Work Order;
7. the name complete address and Goods and Services Tax Identification Number of the Client along with the Client of the Client along with the Client point of contact;
8. the name and address of the Service Provider;
9. the date if issue of invoice and invoice

number;

1. the complete address of the Service Provider from where the Services are provided;
2. a short description of the Services along with the Harmonized System Nomenclature (HSN) code and the value of the Services;
3. the period to which the invoice relates;
4. the Service Provider’s Permanent Account Number and Goods and Services Tax Identification Number;
5. separately the Charges and applicable taxes;
6. the specific mention of the Goods and Services Tax rate and the amount under each category

i.e. Central Goods and Services Tax or State Goods and Services Tax or Union Goods and Services Tax or Integrated Goods and Services Tax;

1. the Service Provider's bank account details for

payment

1. complete address of the place of supply of the Services along with the name of the Satte; and
2. signature on the invoice

The Service Provider shall raise an invoice with the applicable Goods and Services Tax (“GST") on the Client in accordance with the GST laws. If applicable, the Service Provider shall ensure that it is duly registered with the Goods and Services Tax Network (“GSTN") and shall hold a valid registration certificate and shall provide a copy of the same to the Client.

In the event Services are availed by any of the Client Group under the Work Order, if instructed by the Client, the Service Provider shall raise a separate invoice to the Client Group availing Services and the concerned Client Group shall be liable to pay the said invoice.

1. The Service Provider shall ensure compliance with the GST laws in providing details of the Services provided and file returns for the applicable period within the prescribed time limit, so as to enable the Client for timely review of the data uploaded and notify the Service Provider in case of any discrepancies. Further, the Service Provider shall ensure remittance of the applicable GST to the appropriate tax jurisdiction of the applicable taxing authority within the time specified by the applicable GST law. In the event, the GST rate applied by the Service Provider is incorrect or contested by the GST authorities, for dny reason, the Client shall onIy be liable to pay such additional tax as per the applicable GST laws. Service Provider agrees that the Client shall not be liable for any interest or penalty or liability arising out of the incorrect rate of GST.

Except in a case where the GST is payable by the Client under the reverse charge mechanism, in the event the Service Provider does not remit the GST as provided in this Section, or inputs a GSTIN other than the GSTIN provided by the Client, or claims that it has made the

remittance but such remittance is not reflected in the GSTN portal, then the Service Provider shall be liable to reimburse to the Client for the below stated within thirty (30) days from the time the Client receives information about the said non-compliance:

1. the total GST payable for the Services;
2. the disallowed or unavailable credits which otherwise the Client would have been entitled to under the applicable law, had the GST been properly remitted by the Service Provider within the prescribed time limit;
3. the interest and penalties associated with such disallowed or unavailable credits; and
4. all other additional taxes, late charges, or penalties that may be demanded by or may become payable by the Client to the taxing authorities.

Notwithstanding anything contained herein to the contrary, the Client may serve a written notice of breach upon the Service Provider in case the Service Provider violates any of the terms and conditions contained in this Section 3.

1. Client may dispute the amount of any invoice by providing an oral or written notice. Partial payment from Client shall be deemed as a notice of dispute from the Client. Client will make reasonable efforts to notify the Service Provider in writing of any disputed amount within twenty (20) calendar days of receiving the relevant invoice. Neither the failure to provide notice nor payment of an invoice is a waiver of any claim or right. Client will pay the disputed invoice within thirty (30) calendar days from the date the dispute is resolved.
2. Upon providing prior written notice to the Service Provider, Client shall be entitled at all times to set off any amount owing at any time from Service Provider to Client against any amount payable at any time by Client or its related entities to Service Provider.
   1. The Service Provider undertakes not to make any claim against the Client for any additional costs, expenses, or fees whatsoever with respect to the Service other than the Charges, except as authorized in writing and in advance by the Client.
3. All payments by the Client to the Service Provider under the Work Order shall be made subject to deduction, withholding of all applicable taxes, for the time being in force. The Service Provider shall at all times be solely responsible for any tax and other statutory deductions applicable to the Charges due

from the Client to the Service Provider. If a deduction is required by law to be paid directly by the Client to relevant statutory authorities, the amount of the Charges due from the Client to the Service Provider shall be decreased correspondingly by an amount equal to the deduction paid by the Client. In no event shall the Client be liable for any tax after the invoice is raised, additional tax, interest, penalty or claim for non- payment of taxes by the Service Provider.

1. Service Provider shall, at no cost to Client, maintain records sufficient to substantiate the accuracy of invoices given to Client by Service Provider, for the Services performed hereunder (collectively referred as "Records"). Service Provider will provide to Client, its agent, or authorized representative access to such Records, as reasonably necessary to verify the accuracy of the invoices given to Client by Service Provider in performing the Services or to enable Client to meet applicable legal requirements.
2. Term and termination
3. Term. These Terms and Conditions commence on the Effective Date and will continue for the duration of the Work Order (the “Term ") unless the Work Order is terminated earlier according to its terms or extended through a mutually executed amend ment.
4. Termination for Convenience. Without prejudice to any other remedies, either party may terminate the Work Order at any time without cause by giving thirty (30) calendar days’ written notice to the other party. If either party terminates for convenience, Client's only obligation is to pay for Services it accepts before the effective date of termination; or Services performed, where Client retains the benefit after the effective date of termination.
5. Termination for cause. Upon the occurrence of any of the following events, the Client may serve a written notice of breach upon the Service Provider:
   1. The Service Provider or its Provided Personnel refuses to accept or does not follow reasonable instructions given by the Client;
   2. The Service Provider undergoes a change of ownership or merges with a third party without the prior written consent of the Client;
   3. The Service Provider or its Provided Personnel breaches any of the representations, warranties, covenants or other obligations under the Work Order or these Terms and Conditions; or
   4. The Service Provider becomes insolvent.

{d) Curing Period. Upon receipt of a written notice from the Client, the Service Provider shall cure the breach (if curable) and notify the Client within fifteen (15) calendar days after receipt of the notice of breach. If the Service Provider fails to do so or if the breach is not curable, the Client may in its absolute discretion, terminate the Work Order with immediate effect without prejudice to its other rights.

1. Effect of termination. Each party will return the Confidential Information and property of the other within ten (10) calendar days of the effective date of termination unless otherwise instructed. Service Provider will deliver to Client any Deliverables in progress and all data and materials related to them.
2. Survival. The provisions of these Terms and Conditions which, by their terms, require performance after the termination or expiration, or have application to events that may occur after the termination or expiration, will survive the termination or expiration of the Work Order. All indemnity obligations and any applicable indemnification procedure will be deemed to survive the termination or expiration.
3. Intellectual Property
4. Pre-existing Intellectual Property. Each party shall retain ownership of its Pre-existing Intellectual Property. The Client shall, at the Service Provider’s request and subject to any third party rights and restrictions, grant the Service Provider a royalty free, non-exclusive license to use and copy Client’s Pre- existing Intellectual Property to the extent necessary for the purpose of providing and utilization of the Services.

The Service Provider grants Client and the Client Group a perpetudl, woFld-wide, roydlty-free, non-exclusive, transferrable and non-revocable license to use, copy, modify, adapt and sublicense and to permit the clients and contractors of Client to use the Service Provider's Pre-existing Intellectual Property for general business purposes necessary to use the Services.

In the case of any Pre-existing Intellectual Property licensed from a third party, the licensee party warrants that it will have obtained any necessary authority, permission or license from the relevant third party in order to grant the above licenses.

{b) Ownership of Intellectual Property. All Deliverable/ work products whether developed by or contributed to by the Service Provider (including Subcontractors) and all Intellectual Property Rights

therein shall, immediately upon the creation thereof, be automatically owned by Client and any output in whatever form delivered by the Service Provider to Client shall be deemed to be a work product unless the contrary is expressly set out in the Work Order. The Client grants the Service Provider and the Subcontractors a non -exclusive, revocdble license to use the Deliverable/ work products onIy to the extent necessdry for the purpose of performing the Services.

The Service Provider hereby assigns to Client by way of present assignment (to the extent not already vested in the Client by these Terms and Conditions or operation of law) all future copyright and all other future Intellectual Property Rights in or relating to any Deliverable/ work products for their full terms throughout the world.

The Service Provider shall (at the reasonable expense of Client which shall be agreed by the parties in advance) execute such further documents and promptly provide such assistance as Client may reasonably request in order to:

* 1. register the Client as Owner of the Intellectual Property Rights subsisting in the Work

Products; and

* 1. perfect the title of the Client to any Intellectual Property Rights subsisting in the Work

Products.

The Service Provider shdll procure that its staff irrevocably and unconditionally waive in favor of the Client any Moral Rights in the Deliverable/ work products immediately on creation and shall ensure that it appoints Subcontractors on terms which give effect to the aforesaid provisions in favor of the Client.

Unless otherwise requested by the Client, upon completion of the Services to be performed or upon the earlier termination, the Service Provider shall immediately turn over to the Client all Deliverable/ work products developed pursuant to the Work Order and these Terms and Conditions.

This obligdtion shall survive if the Work Order expires or is terminated for any reason.

1. Know How. Subject to Clause 6(a) (Confidentiality), neither the Service Provider nor the Client shall be prevented or restricted by these Terms and Conditions from developing and using any techniques, ideas, concepts, information or know how relating to methods or processes of general applications which can be recalled only from the memories of the staff of either party.

{d) No secrets to be disclosed. The Service Provider acknowledges that the Service Provider has not disclosed and will not disclose (except by

subsequent written agreement between both of the parties hereto) to either the Client, or any employees or consultants of the Client any confidential, proprietary, or trade secret information, or any information on which a pending application for patent protection is based, or any other form of protectable intellectual property, regardless of whether such information is the property of the Service Provider itself or of some other individual or organization. Accordingly, the Service Provider waives any right to recover damages from the Client, or to seek any other form of relief, based on an allegation of misappropriation, theft, unauthorized use, or disclosure to the Client of any such information or intellectual property, and agrees to indemnify the Client and hold them harmless against any such action by a third party in connection with the Service Provider's alleged disclosure of such information or intellectual property to the Client.

1. This Clause shall survive the expiry or termination of the Work Order.
2. Confidentiality, Privacy and Security

(a) Confidentiality. Each party agrees to treat as confidential all information (including Personal Information), which may at any time come into the possession of the other party, and which relates to any actual or proposed business activities, operations, processes, intentions, projections, market opportunities, Client's potential clients, marketing activities, sales, telecommunications systems, person nel, existence and terms of Work Order along with these Terms dnd Conditions, financial affairs, products, developments, trades secrets, customers or service providers, or other information which may reasonably be regarded as confidential, obtained from or made available by one party to the other under or in connection with the Work Order, in whatever form, whether verbal or paper or electronic or digital (whether before, on or after the date of the Work Order (referred as “Confidential Information"). If Service Provider has any questions as to what comprises Client Confidential Information, Service Provider will consult with the Client. Each party undertakes not to use for any purpose outside the scope of its obligations under the Work Order or to divulge such information to any other person except to its employees or Subcontractors, who need to know the same and only to the extent required in order to perform the obligations under the Work Order including these Terms and Conditions.

Upon Client’s written request, Service Provider will promptly return all Confidential Information and copies, or certify in writing that it has

destroyed all such materials. Confidential Information does not include information that: (i) Service Provider knew of without restriction before receipt from Client;

(ii) is publicly available through no fault of Service Provider; (iii) Service Provider rightfully receives from a third party without a duty of confidentiality; or (iv) Service Provider independently develops without reference to any Confidential Information. Service Provider may disclose Confidential Information when required to do so by law if, where permitted by applicable law, it provides reasonable prior notice to the Client.

The Service Provider agrees that monetary damages may not be an adequate remedy for improper disclosure or use of Confidential Information, that the Client, upon breach of this Clause, shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without waiving any other right or remedy, and that the Service Provider shall not resist an application for such relief on the ground that the Client has an adequate remedy at

The Service Provider agrees to procure each Provided Personnel to sign a confidentiality agreement in the form attached as Confidentiality Schedule (Annexure A) before deploying such person to perform Services at the Client’s premises.

{b) Privacy and Security. If, under the Work Order, the Service Provider receives, has access to, uses or stores Personal Information, then Service Provider agrees to the obligations set forth in this Clause in addition to Clause 6(a) above.

1. Personal Information shall in all circumstances be treated as Confidential Information and will not be subject to the exceptions in Clauses (i) to (iv) of Clause 6(a).
2. Service Provider will maintain safeguards against the destruction, loss or alteration of the Client Data in the possession of the Service Provider which are consistent with the relevant industry standards and in any case, no less degree of care than that maintained by the Service Provider for its own information of a similar nature.

Service Provider or its staff shall not attempt to access, or allow access to, any data, files or programs within the information systems environment to which they are not entitled to under the Work Order including these Terms and Conditions. If such access is attained, the Service Provider shall immediately report such incident to Client, describe in detail any accessed materials and return to Client any copied or removed materials.

Service Provider shall provide backup of Client data in accordance with procedures mutually agreed by the Parties.

1. Service Provider agrees that it will comply with additional confidentiality and information protection obligations in accordance with the Client’s policies if, Service Provider:

* has direct access to Client’s users or customers;
* receives, has access to, uses or stores Personal Information other than publicly available Personal Information, data subject to special legal requirements (eg. medical records), sensitive legal or financial information or Client’s systems, networks, computers or media containing such information.

Such additional confidentiality obligations and information protection obligations shall be set forth in a separate written agreement between the parties.

1. Representations and Warranties
2. Performance **Warranties.** Service Provider warrants to Client that the Services provided by the Service Provider: (i) will be timely, professional and of the high grade, nature and quality; (ii) will conform to the requirements set forth in the Work Order; and (iii) will be suitable for the purposes for which they are intended including without limitation purposes made known to Service Provider. If Service Provider is not the owner of any software included in the Services, Service Provider assigns to Client all warranties and remedies available to Service Provider under its agreement with such owners or manufacturers. The foregoing warranties are in addition to all other warranties, express or implied, and will survive acceptance or payment by the Client.
3. Performance Remedies. Notwithstanding any acceptance by the Client, if any of the Deliverables do not meet the warranties specified herein or otherwise applicable, Client has the right, at its option, to: (i) require Service Provider to correct any defective or nonconforming Deliverables; (ii) correct the defective or nonconforming Service itself and charge the Service Provider the cost of such correction; (iii) obtain a refund from Service Provider for all amounts paid for any defective or nonconforming Service; or (iv) use the defective Services and require an appropriate reduction in price.
4. General Warranties. The Service Provider represents warrants and undertakes that:
5. it has full power and authority to execute, deliver and perform its obligations under the Work

Order including these Terms and Conditions, including without limitation performing the Services, and it has the necessary infrastructure and personnel to duly perform the Services;

1. all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of its obligations under the Work Order including these Terms and Conditions;
2. the Work Order along with these Terms and Conditions constitute its legal, valid and binding obligation, enforceable in accordance with its terms;
3. the execution, delivery and performance of its obligations under the Work Order along with these Terms and Conditions is in accordance with all applicable laws, regulations, orders of any governmental authority, other governing or official body or agency and any judgment or decree of any court having jurisdiction over it and does not conflict with or result in a breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets;
4. it is duly and fully licensed to provide the Services to the Client and has obtained and shall continue to maintain all licenses, permits, consents, and approvals required to provide Services to the Client;
5. it has entered into, and shall enter into, valid contracts of employment with all the Provided Personnel directly employed or to be employed by it to provide Services and shall continue to maintain validity of such contracts throughout the Term of the Work Order;
6. it has complied with and shall continue to comply with all statutes, ordinances, rules and regulations applicable to the employment of the Provided Personnel, the provision of the Services and its duties and obligations under the Work Order along with these Terms and Conditions, including without limitation all labor legislation;
7. it is solvent, or is otherwise able to pay its debt within the meaning of the insolvency legislation applicable to it. No order has been made, petition presented or resolution adopted for its winding up and no meeting has been convened for the purpose of winding up of the Service Provider;
8. it has complied with and shall continue to comply with all requirements imposed by all relevant tax and fiscal authorities. Prior to the Effective Date, it has not incurred any tax liability. It shall be responsible for its corporate and other taxes if any, and shall indemnify and hold harmless each Indemnified Person (as defined below) for any liability in this regard; and
9. Neither it nor any of its past and current officers or employees are engaged in or subject to any litigation or arbitration or administrative or criminal proceedings whether as plaintiff, defendant or

otherwise, any investigation or inquiry by the governmental authorities.

1. It shall comply with Client's internal policies including without limitation anti-sexual harassment policy which may be provided to the Service Provider upon its request.
2. The Service Provider acknowledges that it and the Provided Personnel engaged by it shall be provided access to the Client’s premises and allowed use of the Client's equipment or facilities for rendering the Services in the event the Client requires provision of Services onsite by the Service Provider. The Service Provider undertakes not to claim any right or interest in or title to the premises and the equipment or facilities provided by the Client at any time during the term of the Work Order or thereafter.
3. The Service Provider further represents, warrants and covenants that:
4. neither it nor any of its subsidiaries or controlled affiliates, nor any officer, employee, director or agent or other person or entity acting on behalf of it nor any of its subsidiaries or controlled affiliates (“ Relevant Persons"), in the course of its actions for, or on behalf of, the Service Provider or any of its subsidiaries or controlled affiliates; (i) has violated, will violate or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA"), as amended or any other applicable anti-bribery or dnti- corruption laws including Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002; or
5. has offered, paid, promised to pay, or authorized the payment of, or shall offer, pay, promise to pay, or authorize the payment of, any money, or has offered, given, promised to give, or authorized the giving of, or shall offer, give, promise to give, or authorize the giving of, anything of value, to any officer, employee or any other person acting in an official capacity for any government entity to any political party or official thereof or to any candidate for political office (individually and collectively, a “Government Official") or to any person under circumstances where the Relevant Persons knew that all or a portion of such money or thing of value would be offered, given or promised to any Government Official, for the purpose of: (1) influencing any act or decision of such Government Official in his or her official capacity; (2) inducing such Government Official to do or omit to do any act in relation to his or her lawful duty; (3) securing any improper advantage; (4) inducing such Government Official to influence or affect any act or decision of any governmental authority; or (5) assisting the Service Provider in obtaining or retaining business

for or with, or directing business to the Service Provider;

1. its operations and those of the Relevant Persons are, have been and shall be conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in all applicable jurisdictions, including those in which the Service Provider, the Relevant Persons and the Client are incorporated and in which the Service Provider, the Relevant Persons and the Client conduct business (“Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Service Provider or the Relevant Persons with respect to Money Laundering Laws is pending and no such actions, suits or proceedings are threatened or contemplated;
2. it shall provide the Client with all information about it and its affiliates, as may be reasondbly requested, to ensure compliance by the Client with all applicable laws and regulations.
3. Indemnification
   1. Service Provider Indemnity. Service Provider will defend, indemnify, and hold Client, the Client Group, and their respective successors, directors, officers, employees, and agents (each an “Indemnified Person") harmless from and against any and all claims, liabilities, losses, damages, settlements, costs and expenses (collectively, “Losses") and shall reimburse each Indemnified Person for all fees and expenses (including without limitation reasonable fees and expenses of counsel) incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation, whether or not any Indemnified Person is a party and whether brought by the Client or any third party, to the extent that such claims arise out of or relate to:
4. Any representations, warranties, breach of any of its obligations under the Work Order or these Terms and Conditions made by Service Provider or Service Provider’s dffiliates and its or their employees, agents, Subcontractors;
5. The negligent or willful acts or omissions of Service Provider or its affiliates and its or their employees, agents and Subcontractors resulting in any bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property of Client;
6. Service Provider's or its affiliates and its or their employees, agents or Subcontractors’

infringement, misuse or misappropriation of any third- party Intellectual Property rights;

1. Service Provider's or its affiliates and its or their employees, agents or Subcontractors’ failure to comply with applicable laws, rules or regulations.
   1. Client Indemnity. Client will defend, indemnify and hold Service Provider and its affiliates harmless from and against any and all claims, liabilities, losses, damages, settlements, costs and expenses incurred in defending any third party claim arising out of Client’s failure to comply with applicable laws, rules or regulations.
2. Limitations of liability

NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED ELSEWHERE IN THE WORI\ ORDER OR THESE TERMS AND CONDITIONS OR ANY OTHER DOCUMENT EXECUTED BY THE PARTIES REGARDING THE SUBJECT MATTER OF THIS WORK ORDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE WORK ORDER OR THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

1. Insurance
2. The Service Provider hereby undertakes to purchase and maintain adequate insurance cover with a reputable insurance company against liability which the Service Provider may directly or indirectly incur under the Work Order along with these Terms and Conditions. The Service Provider will disclose all applicable insurance policies and ensure that Client and its successors and assignees are covered. Upon Client's request, the Service Provider shall provide Client with documentary evidence including the details of such insurance policy, confirmation that all of the Service Provider's liabilities under the Work Order along with these Terms and Conditions are covered by the policy, the receipts evidencing payment of premiums and the insurance certificate.
3. Whenever Service Provider has in its possession property of Client, Service Provider shall be deemed an insurer thereof and shall be responsible for its safe return to Client. Service Provider shall also

maintain at all times during performance of its Services related to the Work Order adequate Workers’ Compensation insurance to cover all of its general and special employees engaged in such work, including Employer’s Liability coverage; insurance to insure against claims for injury to or death of persons or destruction or ddmage to property (including Client’s employees and property) which may arise from Service Provider's actions or omissions in the performance of its Services; Professional liability/errors & omissions insurance if the Services it performs create exposures generally covered by such a policy and Business Automobile Liability coverage including coverage for bodily injury and property damage for all owned, hired or non-owned vehicles, if applicable. Service Provider shall have all insurance policies endorsed to waive the insurer's rights of subrogation in favor of Client.

1. The Service Provider's insurance shall be primary and any insurance maintained by the Client shall be excess and non-contributory.
2. Reports, Records, Audits and Inspection
3. Reports. Any reports the Service Provider provides to Client must be accurate, complete and timely. Unless otherwise agreed by the parties, Service Provider shall correct any error or omission in any report within five (5) calendar days after becoming aware of the error or omission.
4. Records. During the Term and eight (8) years thereafter or for a longer period required by applicable law, Service Provider will keep all usual and proper records and books of account relating to the Services. Service Provider will not do or omit to do anything that could prejudice the Client’s compliance with legal requirements in respect of records.
5. Audits & Inspection. Within seven 7 calendar days of Client's request, Service Provider will provide access to those books and records of Service Provider that are reasonably necessary for the Client to confirm fulfillment and compliance with the Work Order along with these Terms and Conditions.
6. Dispute Resolution, Arbitration & Governing Laws
7. In the event of a dispute between the parties, the parties shall make every effort to reach an amicable settlement of any dispute, difference or disagreement whatsoever arising between the parties relating to the Work Order or these Terms and Conditions or relating to the construction, meaning, operation or effect of the Work Order along with these Terms and Conditions.
8. If an amicable settlement cannot be reached within thirty (30) calendar days from the date of commencement of the dispute, difference or disagreement or such longer period of time as may be mutually agreed by the parties in writing, such dispute shall be referred to Arbitration and shall be finally resolved through arbitration under the Indian Arbitration and Conciliation Act, 1996 and/or any modifications or enactment thereof. Such arbitration shall be conducted by a tribunal of three arbitrators, with the right of each party to appoint an arbitrator, who in turn will appoint a Presiding Arbitrator. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for arbitration shall be Hyderabad. The proceedings shall be conducted in English and the award/order/direction made in pursuance thereof shall be binding on the parties.
9. The dispute resolution process set forth in this Section shall not prohibit a party from seeking immediate injunctive or other provisional relief in order to protect its rights relating to intellectual property and confidentiality provided, however, that such relief may onIy be sought within an appropriate judicial forum with competent jurisdiction and that the party seeking such relief will allow the other party a ten (10) calendar days cure period prior to seeking such relief.
10. Service Provider and Client agree to continue performing their respective obligations under the Work Order while a dispute is being resolved.
11. The Work Order including these Terms and Conditions shall be governed by and construed in accordance with the laws of India and the courts at Hyderabad shall have the exclusive jurisdiction in this matter.
12. Miscellaneous
13. Relationship. The relationship between the Client and Service Provider is agreed to be solely that of independent contractors. Nothing contained herein and no modification of responsibility or compensation made hereafter shall be construed so as to constitute the parties as partners or joint venturers. In addition, the Service Provider shall not be considered an employee, partner, or legal representative of the Client for any purpose whatsoever. The Service Provider is not granted, and at no time shall imply or claim that he possesses, any right or authority to assume or create any obligation or responsibility on behalf or in the name of the Client or to bind the Client in any manner whatsoever.
14. Assignment. Service Provider will not sell, assign, transfer, pledge or encumber the Work Order or any right, or delegate any duty or obligation, by assignment or operation of law, without Client’s prior written consent. The Client will not unreasonably withhold such consent. Client may assign the Work Order along with these Terms dnd Conditions to any of the Client Group. The Work Order along with these Terms and Conditions will inure to the benefit of and bind all permitted successors, assigns, receivers and trustees of each party.
15. No Waiver. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or dny other right or remedy.
16. Force Majeure. Neither party will be liable for failure to perform any obligations under the Work Order along with these Terms and Conditions to the extent such failure is caused by a force majeure event (including Acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.
17. Severability. The invalidity, illegality or unenforceability in whole or in part of any of the provisions of the Work Order along with these Terms and Conditions shall not affect the validity, legality and enforceability of the remaining part or provisions of the Work Order along with these Terms and Conditions.
18. No **Exclusivity.** Nothing herein is intended nor will be construed as limiting the Client’s ability to procure any goods or services from anyone.
19. No Publicity. The Service Provider shall not, without the prior written consent of Client, advertise or publicly announce it is providing or has provided any Goods or Services to Client or otherwise use any name, logo, trade name, trademark, service mark or other information which identifies Client in the Service Provider's marketing and/or publicity activities or materials (including Client name in the Service Provider's Clients’ list). This Clause shall survive the expiry/termination of the Work Order.
20. Insolvency and Business Continuity. If Service Provider ceases to conduct its operations in the normal course of business, including inability to meet is financial or performance obligations as they mature, or if any proceeding under the bankruptcy or insolvency

laws is brought by or against Service Provider, or a receiver for Service Provider is appointed or applied for, or an assignment for the benefit of creditors is made by the Service Provider, Client may terminate the Work Order without liability, except for deliveries previously made or for Services covered by the Work Order then completed and subsequently delivered in accordance with the terms of the Work Order.

1. Non Hire. Neither party shall, without the prior written consent of the other party, directly or indirectly solicit for employment or employ, offer to hire or hire, or accept the services provided by (other than through public advertisement or through the use of employment agencies not targeted to the other party or if the other party solicits employment on its own) of any employee, officer or independent contractor of the other party during the term of the Work Order and for a period of one year after the expiration or earlier termination thereof. The parties understand and agree that the foregoing obligations shall not extend to general industry solicitations (for

e.g. newspaper/any public advertisement, use of employment agencies, etc.) that are not specifically targeted at the other party’s employee.

1. Entire Agreement. The Work Order, these Terms and Conditions and the documents referred to in it contain the whole agreement between the parties relation to the subject matter contemplated by the Work Order and supersede all previous agreements,

whether in oral or in writing, between the parties relating to the subject matter hereof. In the event of a conflict between any parts of these documents not resolved expressly by its terms, the following order of precedence will apply:

* These Terms and Conditions (including any Client policies and procedures referenced herein); and
* The Work Order, except to the extent that these Terms and Conditions expressly provides that a particular clause of the Work Order takes precedence over a particular clause of these Terms and Conditions;

{k) Amendment. No amendments to the Work Order along with these Terms dnd Conditions shall be valid unless executed in writing and signed by both Parties.

* 1. Notices. Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of the Work Order will receive notices on behalf of their respective company. The parties may change the persons to whom notices will be sent by giving written notice to the other.

(m) Counterparts. The parties may execute the Work Order along with these Terms and Conditions in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties.