

**Contract For "Dunnhumby IT Services India Pvt. Ltd"**  
**Contract No - CO/LSHPL/2017/280459**

This Contract, effective as of **28th April, 2017** is by and between Life Strategies Humancare Private Limited, a Private Limited Company, Incorporated under the Companies act 1956 having a place of business at 26A, Chelmsford Country Club, Mehrauli Gurgaon Road, Ghitorni, New Delhi - 110030 (hereinafter "Service Provider"), and Dunnhumby IT Services India Pvt. Ltd, having a place of business at 4th Floor, Tower B, Paras Twin Towers, DLF Golf Course Rd, Sector 88, Noida, U.P 201308 (Hereinafter "Client").

**Scope of the Contract:**

	Particulars	Dates	Participants	Units	Rates	Total
Delivery	1. Workshop Full Day(Experiential Facilitator)	9th -10th May, 2017	10	2	71,500	1,43,000
	2. Learning Material / Handout & Folders(Experiential Facilitator)	9th -10th May, 2017	10	10	150	1,500
	3. Workshop Full Day(Building Your Team)	25th -27th May, 2017	10	2	65,000	1,30,000
	4. Workshop Full Day(Collaboration)	1st June, 2017	5	1	65,000	65,000
	5. Tripartite Agreement Call(60 Mins)(Book)	9th -10th May, 2017	10	10	8,000	80,000
Discovery	1. ProgressIT(Online )	9th -10th May, 2017	10	0	300	0
Total Cost						4,19,500

**Incidental Costs:**

1. Relevant official communication expenses, if any.
2. Incidental expenses (travel) for the consultants to do pre-work and/or meetings at client site.
3. Travel for Delivery: For programs outside Delhi & NCR, Suitable Air Travel, accommodation, all meals and pick-up & drop-off facilities to be provided by client. Also, airport transfers in Delhi will be charged at Rs 12 per Km\* actual kms if not provided by client.
4. For programs within Delhi NCR travel client will be charged at Rs 12 per Km\* actual kms if not provided by client.
5. If any of the bookings related to workshop like Air travel, Accommodation, all meals & cab for the consultant & Venue for the workshop will be booked by Life Strategies Humancare Private Limited, then the same will be reimbursed by client on actuals without any TDS deduction.
6. Additional to the above cost, 15% of the total value of re-imbursement will be charged extra if the bookings are done by Life Strategies Humancare Private Limited as mentioned above.
7. Service tax @ 15% will be charged extra on the total cost including travel.

**Payment Terms**

1. The payment will be payable within "" of the program date.
2. In case of cancellation/rescheduling fees will be charged as follows -
  1. Nothing Selected
3. Any one of the following methods may be considered as date confirmation: email notification from Client confirming delivery dates, a Purchase Order or a signed contract with specific dates.
4. The session cannot be recorded without a prior written consent from Maynardleigh Associates.
5. The above commercials are valid till the , after which there will be a 10% hike in the investment.

**Other arrangements that Client will take care of:**

- Hotel for consultants stay if workshop is outside Delhi NCR (minimum 4 star hotel)
- Venue for the training programs (with a back-up generator) should have **natural lighting, enough space** to do exercise and **comfortable temperature** for the participants & consultant.
- Conference facilities including meals.
- Audio visual equipment - (LCD projector, flip chart board stand, 8\*10 ft screen).

**A Non-Disclosure Agreement for the scope of this contract is included as an annexure**

**Life Strategies Humancare Pvt Ltd.**

By : Steeve Gupta  
Name : Steeve Gupta  
Title : Director  
Witness : \_\_\_\_\_

**Dunnhumby IT Services India Pvt. Ltd**

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Witness : \_\_\_\_\_



A Maynard Leigh Associates business operated under franchise and independently owned by  
**Life Strategies Humancare Pvt. Ltd.**  
26A, Chelmsford Country Club, Club Drive,  
Mehrauli, Gurgaon Road, Ghitorni, Delhi - 30  
Tel: 011-41062441 Tel: 011-41062442

## **Non-Disclosure agreement:**

WHEREAS, Client is willing to receive information from the service provider regarding the program, which information the Service Provider deems proprietary.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

- As used in this Agreement, the term Proprietary Information shall mean written, oral, documentary or other information relating to the subject matter referenced above which is received by Client from the Service Provider. Proprietary Information includes notes, extracts, analyses or materials prepared by the Service Provider, which are copies of or derivative works of the Proprietary Information or from which the substance of the Proprietary Information can be inferred or otherwise understood. Information shall not be deemed Proprietary Information, and the Client shall have no obligation with respect to any such information, which the Client can prove by written records is approved for release by written authorization of the Service Provider.
- The Client shall not make any copies, in whole or in part, machine readable or otherwise, of the Proprietary Information except for copies to be distributed to employees of the Client as part of the training seminar for which the Client is paying the Service Provider. This is on a need to know basis and on the basis that the Client has agreed to maintain the confidentiality of this Proprietary Information.
- Nothing contained in this Agreement shall be construed as: (i) requiring the Service Provider to disclose to the Client any particular information; (ii) granting to the Client a license, either express or implied, under any patent, copyright, trade secret or other intellectual property right, now or hereafter owned, obtained or licensed by the Service Provider;
- The Client will not utilise any such Proprietary Information to develop products or produce articles for its own or another's use, or to develop products or produce articles sold or offered for sale or otherwise transferred or offered for transfer to anyone other than the Service Provider, without its written consent.
- This Agreement shall be interpreted and the rights of the parties determined under the laws of the Republic of India and subject to the exclusive jurisdiction of the Courts of Delhi.

This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both parties.

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears above their signature.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement and caused it to be effective as of the date first written above.

### **Life Strategies Humancare Pvt Ltd.**

**By** : Steeve Gupta  
**Name** : Steeve Gupta  
**Title** : Director  
**Witness** : \_\_\_\_\_

### **Dunnhumby IT Services India Pvt. Ltd**

**By** : \_\_\_\_\_  
**Name** : \_\_\_\_\_  
**Title** : \_\_\_\_\_  
**Witness** : \_\_\_\_\_



A Maynard Leigh Associates business operated under franchise and independently owned by  
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Mehrauli, Gurgaon Road, Ghitorni, Delhi - 30  
Tel: 011-41062441 Tel: 011-41062442

## **Accounting Details**

### **Life Strategies Humancare Pvt. Ltd.**

PAN No : AABCL5885G

Service Tax Code : AABCL5885GST001

Cheque in favour of "Life Strategies Humancare Pvt. Ltd."

Please deliver cheques and documents to the following address :

Life Strategies Humancare Pvt. Ltd.

26A, Chelmsford Country Club,

MG Road, Ghitorni, New Delhi 110030

For Direct Transfer:

Bank Name : HDFC Bank Limited., A - 24, Hauz Khas, New Delhi 110016.

Bank A/c No. : 04672560000537

RTGS/ NEFT : HDFC0000467

Please fill in below

Invoice to be sent to the attention of

Address:

Telephone:

Accounts Fax:

E-mail to Accounts Payable :

Payment Cycle Details: (If any):