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| **Statement of Work for Bahwan Cyber Tek Private Limited** |
| **Service provider for Digital Transformation Project** |
|  |
| **At Karur Vysya Bank Limited** |

**March 29, 2022**

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# SoW parties

This Statement of Work (SOW) contract is entered into by and between

**The Karur Vysya Bank Limited** (“KVB”/ “Client”), a business headquartered in India with its registered office at Post Box No.- 21, Erode Road, Karur – 639002, India

And

Bahwan CyberTek Pvt Ltd (BCT)a business headquarted in india with its registered office ar 148,Rajiv Gandhi Salai (OMR), Okkiyam Thoraipakkam, Chennai- 600097, India

# Objective

Karur Vysya Bank (KVB) has embarked on a digital transformation journey for its key products with an aim to improve customer engagement, operational efficiency, and risk management. With that objective, bank has engaged BCT to help it with the entire digital transformation program and redesign the processes, supporting IT architecture and identify required integrations. The transformation journey has been divided into multiple MVPs.

# Scope of work

BCT has deployed its Cuecent ESB for Karur Vysya Bank for maintaining their Alternate Delivery Channles . KVB uses BCT’S ESB for all the integrations with all their sub systems & Core Banking Solution.Also KVB has leveraged BCT’s existing ESB solution in digitial transformation phase to develop all their Retail, SME, Home Loans & Liablities portfolio.

# Engagement model & Commercials

BCT Engagement Model: Time & Material

Commercials :

* Senior Solution Architect- Rs. 12,600 per man day + Taxes as applicable .
* Developer- Rs.9,188 Per man day + Taxes as applicable

# Miscellaneous

## Location of services

Project location for Service Provider will be Onsite/Remote

## Timelines

The engagement is initially for a period of 1 year from the date of Go-live and will be extended as per the demands of the project

## Termination of service

* + Service provider must provide 3 months notice before termination of service
  + Service provider to provide at least 4 weeks advance notice to customer in case of any changes to the APIs being used
  + Service provider to provide advance notice (minimum 1 week) for any production down time

## Project methodology

One time integration and following API support to be provided.

# Confidentiality & Confidential Information

CONFIDENTIALITY

7.1.1 The Parties agree that with respect to any business information of the disclosing Party which (i) is marked as “confidential,” proprietary” or some similar indication; (ii) is expressly advised by the disclosing Party to be confidential through some contemporaneous written means; or (iii) which the receiving Party would reasonably construe to be confidential information under the circumstances (collectively referred to as "Confidential Information"):

(a) to use such Confidential Information only in relation to the Services;

(b) not to disclose any such Confidential Information or any part thereof to a person outside the Party's business organization for any purposes unless expressly authorized by the owner of such Confidential Information;

(c) to limit dissemination of such Confidential Information to persons within the Party's business organization who are directly involved in the performance of Services under this Agreement and have a need to use such Confidential Information;

(d) to safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data.

7.1.2 Confidential Information shall not include information that:

(a) is as of the time of its disclosure part of the public domain;

(b) is subsequently learned from a third Party without a duty of confidentiality;

(c) at the time of disclosure was already in the possession of the receiving Party;

(d) was developed by employees or agents of the receiving Party independently of and without reference to any information communicated to the receiving Party; or

(e) is required to be disclosed pursuant to a court order or government authority, whereupon the receiving Party shall, at its earliest opportunity, provide written notice to the disclosing Party prior to such disclosure and where feasible giving the disclosing Party a reasonable opportunity to secure a protective order or take other action as appropriate.

7.1.3 The Parties’ obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

7.1.4 The terms of this clause shall continue in full force and effect for a period of three (3) years from the date of disclosure of such Confidential Information.

7.1.5 In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party’s Confidential Information, or at the disclosing Party’s option destroy any remaining Confidential Information and certify that such destruction has taken place, provided however that the service provider may retain a minimum of one copy of all work product and relevant project documentation for archival and audit purposes.

INTELLECTUAL PROPERTY RIGHT:

7.2.1 All Intellectual Property rights owned by each Party prior to the execution of this Agreement or otherwise independently created by either Party during the term of this Agreement shall remain the sole property of such Party alone.

7.2.2  In the event that either Party wishes to use any of the Intellectual Property of the other Party, the same shall be solely for the purposes of this Agreement and after obtaining the prior written consent of the Party owning such Intellectual Property and solely for the purposes expressly permitted.

7.2.3 Neither Party shall make any claims of any nature whatsoever over the Intellectual Property of the other Party.

**“Intellectual Property”** means all algorithms, concepts, confidential or proprietary information, trade secrets, data, databases and data collections, designs, diagrams, documentation, drawings, graphics, flow charts, formulae, ideas, inventions (whether or not patentable or reduced to practice) materials, marks (including brand names, product names, logos, and slogans), methods, models, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, user interfaces, websites, works of authorship, and other forms of technology.

INDEMNITY

7.3.1 KVB shall indemnify and keep indemnified the service provider for all any losses, damages, charges, suits, costs or claims of any nature whatsoever incurred by the Service provider on account of a violation by KVB of confidentiality and Intellectual Property Right clause under this agreement and the Regulations or any other applicable law that KVB is required to adhere to under the terms of this Agreement

# Penalities & Liabilities

* In case of any possible litigation/claim arising out of any copyright/license violation by the service provider while providing services to the client, it will explicitly absolve the client of any responsibility/liability arising out of it
* If the service provider, its employees or agents, fail for any reason, whether or not negligent, to fulfill the conditions as contained in this contract, Client’s shall have the right to receive a refund of all monies paid for the transaction where the failure occured
* If client believes that the service provider or its employees working on the project are responsible for any , damages in excess of the amounts received by the service provider under the terms of this SOW or against the invoices submitted by the the service provider to the Client, the extent of the service provider’s liability shall be limited to the value of the contract
* If service provider does not meet any of the SLAs described in clauses 4.6 to 4.8 of the agreement above, there will be a penalty of 5% of the amount payable by the client

# General

Governing Law & Jurisdiction

* This SOW shall be subject to and governed by Indian laws and all disputes shall be subject to the exclusive jurisdiction of the Indian courts at Chennai, Tamil Nadu.

Other Matters

* Each party will meet its own costs, including legal and other expenses in the event of a dispute, unless a Court determines otherwise.

Entire Agreement

* Parties may accept this SOW at any time within the Validity Period. The acceptance of this SOW shall be indicated through the execution by Client of a copy of this SOW and receipt of the same by the service provider. Thereafter,
* This SOW shall be deemed to be a binding agreement between Client and the service provider for the services described herein and shall constitute the entire agreement between the service provider and Client, with respect to the services described,
* the service provider will deploy its Professional Services team and commence performance of the services defined in this SOW immediately after the Contract signing.
* If there is any inconsistency between the terms specified in any previous agreement between the Parties and the terms of this SOW, the terms in this SOW shall have precedence. The provisions of this SOW supersede all prior oral & and written quotations, communications, agreements and understandings of the Parties with respect to the subject matter of this SOW.

This SOW shall not be modified or changed without the written consent of the parties.

# Acceptance

**For The Karur Vysya Bank Limited: For:** **BahwanCybertek Pvt Ltd.**

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(Signature) (Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: V.M.Muralidharan

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Chief Operating Officer- Global

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: 29-03-2021

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