

Service Agreement in between **CRG Solutions Pvt. Ltd.** and **CRG Solutions Ltd** Executed on **2016-05-12** for the Provision of Providing the Skilled resources to work on various IT Related Projects in **CRG Solutions Ltd**.

BETWEEN:

CRG Solutions Pvt Ltd.
Pragati Co-op. Hsg. Soc.
188,Visu, Parvati, Sahakar Nagar 2, Pune
Pin 411009, Maharashtra, India

AND:

CRG Solutions Ltd
"Visu", 188, Pragati Co-op. Hsg. Soc
Sahakar Nagar 2, Parvati
Pune, Maharashtra
411009, India

Preamble

Whereas, **CRG Solutions Pvt Ltd.** hereinafter referred as **CRG**,an IT Solutions and Services Provider specialized in technology consulting agrees to support the initiatives of **CRG Solutions Ltd**, hereinafter referred as **CRG Solutions Ltd**. with outsourced Skilled Resources (hereinafter called the services);

Whereas, **CRG Solutions Ltd** has accepted the provision of these Services by CRG,

Now, therefore, the parties agreed as follows:

1.0 The Services

CRG shall provide **CRG Solutions Ltd** Skilled Man power for the specified period of time as per the required skills to support business users with their respective requirement.

CRG will deploy suitably qualified individuals at the **CRG Solutions Ltd** office. The Consultant(s) shall at all times be employees of CRG and undertakes to maintain and observe at all times any and all labor law regulations applicable to these Consultant(s). The Customer shall have no relation whatsoever with these Consultant(s) nor shall it be responsible or liable for any matter related to their employment.

It is agreed between the parties that should the Customer require that any of the Consultant's be deployed outside its offices in CRG Solutions Ltd **Pune** office, the Customer shall be responsible for the expenses and costs of any such Travel, Relocation Charges, subject to receiving the Customer's prior written approval on any such expenses and costs.

2.0 Customer Furnished Items

The Customer will ensure availability of:

- Reasonable Office Space
- Access to relevant Computer Hardware
- Access to relevant Software and Applications
- Existing Documentation

Any other information that proves necessary for the Services to be provided.

CRG shall ensure that any such Customer Furnished Items are used solely for provision of the Services to the Customer and shall exert its best efforts to safe keep any such Customer Furnished Items.

3.0 Team Strength and Profiles

CRG will deploy Consultant at **CRG Solutions Ltd** office in **Pune**. The Man Day Consulting Fees for the proposed consultant is furnished in Schedule A.

Additional Consultant if required shall be incorporated into the Schedule with appropriate pricing depending on the scope and duration with all other terms and conditions remaining same. The same will have to be confirmed by **CRG Solutions Ltd** via valid purchase order

4.0 Duration of Engagement

The Duration of the Engagement is furnished in Schedule A.

5.0 Fees

The fee due for the Services will be mentioned in the schedule based on the experience and role of the consultant. The Fees will be paid on a monthly/milestone basis to CRG .

This fee is based on the Consultant's normal working hours which will not exceed 40 hours per week and 8 hours a day at max. Additional hours worked beyond this period in a week will be billed @ 1.5 X of the rate mentioned in the quote/purchase order.

If the Consultant is absent for any reason whatsoever, and no replacement is provided, the Customer shall be entitled to deduct from the fees applicable for this particular Consultant on a pro-rata basis.

Alternatively the period can be adjusted against the extended contract for as many days.

The specified fees will be valid for one year.

6.0 Payment Terms

Within 0 from receipt of the Invoice by the Customer. The Invoice will be submitted at the end of each month.

Any change in taxes or duties applicable on the payment of fees shall be borne by **CRG Solutions Ltd**

7.0 CRG Representations and Warranties:

CRG represents and warrants that

- The resources are legally permitted to carry out the Services and are suitably qualified.
- **CRG** is legally permitted to carry out the Services in the **India** under this Agreement.

8.0 Customer Undertakes:

- 8.1 To the extent that the Services are performed on the **CRG Solutions Ltd** premises, to provide adequate office accommodation and other facilities to enable the resource to perform the Services and to provide a safe place of work and a safe method of working.
- 8.2 To provide all such Customer Furnished Items as set out in Clause 2 free of charge.
- 8.3 To warrant and represent that it is absolutely entitled to supply or disclose the Customer Furnished Items to **CRG** and their use by **CRG** in the performance of the Services shall not cause a breach of any third party's copyright or other intellectual property right.

9.0 Replacement of Consultant

- 9.1 Should any of the Consultant(s) discontinue his employment with **CRG** or be unable to discharge his duties, **CRG** shall replace the Consultant assigned to this Agreement with another person of equivalent experience by giving the Customer at least 15 days written notice of its intention to do so which shall also include a handover period of 2 weeks with the new resource. All costs associated with such replacement will be borne by **CRG** .
- 9.2 If the Consultants deployed to **CRG Solutions Ltd** are not found suitable to perform the services **CRG Solutions Ltd** reserves the right to remove them after providing one months notice. Nevertheless, in the case of fraud or material breach of any policy or procedure, or breach of confidentiality, **CRG** shall immediately remove this resource on written notice from **CRG Solutions Ltd**
- 9.3 **CRG** shall assign a replacement resource to the Services as soon as practicable, but in any event within one month of receiving notice of removal, but within seven days in case of fraud, material breach at **CRG Solutions Ltd** policy or procedure or breach of confidentiality.

During this replacement, **CRG** shall ensure a proper handover and shall be responsible for all out-of pocket costs, including but not limited to travel and transition expenses, for replacements made in accordance with this paragraph.

10.0 Leaves & Absenteeism

Any Planned or Unplanned leaves or Half day leave during the tenure of work has to be informed and approved by the **CRG Solutions Ltd** IT Department. Such leaves will be deducted from the monthly billing to the vendor based on the working day rate or adjusted in the additional work (week-end / holidays) or extended term of contract.

In case of sickness, **CRG Solutions Ltd** IT Department shall be informed. Any sickness beyond 3 days will be supported by Medical report from an authorized medical practitioner.

Any late coming or early leaving shall be notified and approved by the **CRG Solutions Ltd**.

11.0 Confidential Information

- 11.1 No Information or Knowledge pertaining to **CRG Solutions Ltd** will be transported out of the premises using USB, other storage devices, Emails and Printouts unless required for carrying out for the Implementation, Support and Enhancement of the Projects allocated to **CRG Associates**. Any information shared between **CRG** and **CRG Solutions Ltd** will be secured through a Non Disclosure agreement which will protect the IP of **CRG Solutions Ltd** and prevent it from misuse.
- 11.2 All written information and data expressed to be confidential and made available by one party to the other in the performance of this Agreement will be treated as confidential and each party undertakes to treat such confidential information with the same care as it would reasonably treat its own confidential information. Moreover, **CRG** shall ensure that the Consultants abide by the requirements of confidentiality.
- 11.3 Upon expiration or termination of this Agreement each party will return to the other party all confidential information not previously returned.
- 11.4 These obligations of confidentiality will survive beyond termination of this Agreement

12.0 Independent Contractor

- 12.1 It is understood that each party is acting as an independent contractor and not in any way as an agent or representative of the other. Neither party has authority to bind or speak for the other except as may be specified in writing from time to time.
- 12.2 No Consultant supplied by **CRG** under this Agreement becomes an employee of the **CRG Solutions Ltd** thereby and nothing in this Agreement shall be construed as forming an Agreement of employment between the Consultant from **CRG** and the **CRG Solutions Ltd**.

13.0 PROTECTIVE COVENANTS

- 13.1 NON-SOLICITATION PROVISION The Customer shall not without the consent of CRG :
 - 13.1.1 solicit, hire or induce or attempt to solicit, hire or induce, either by itself or in conjunction with any person (including affiliates, associated entities, related parties, etc), any employee (including any employees delegated or seconded by CRG), agent or independent contractor of CRG and/or its affiliates during the term of this contract and for twenty four (24) months thereof after the expiry or termination of this contract (regardless of the reason of termination); or
 - 13.1.2 solicit or attempt to solicit any business from any of the customers, customer prospects, suppliers, service providers, consultants or contractors of CRG and/or its affiliates during the term of this contract and for twenty four (24) months after the expiry or termination of this contract (regardless of the reason of termination).
 - 13.1.3 Notwithstanding any other rights which CRG may have under this contract, CRG shall have the right to terminate this contract with immediate effect if the Customer breaches the provisions of this Clause 13.
- 13.2 DISCUSSIONS WITH THIRD PARTIES . The Parties agree that nothing contained in this contract shall prevent CRG from pursuing similar or other discussions with third parties or oblige that CRG to take, continue or forego any action relating to its businesses, provided that no breach of this contract is so occasioned. Any estimates, forecasts or similar material provided by CRG to the Customer shall not constitute any commitments.
- 13.3 NON-CIRCUMVENTION The Customer hereby wholly and irrevocably binds itself and guarantees to CRG and/or its affiliates that it shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid or by-pass or obviate the interest of CRG and/or its affiliates, or the relationship between the Parties by means of any procedures and/or through any of its affiliates or associated entities for the purpose of by-passing any commitments and obligations undertaken by the Customer under this contract. The Customer acknowledges and agrees that the terms of this Clause 13 are reasonable and in the interest of the contract between the Parties.
- 13.4 LIQUIDATED DAMAGES Notwithstanding any other rights available to CRG under this contract, the Customer acknowledges and agrees that a breach of the terms of this Clause 13 will cause irreparable loss to CRG which may or may not be quantifiable, and therefore the Customer agrees to pay CRG liquidated damages of an amount equal to: (i) Rs.15,00,000/-; or (ii) the salary or fee payable to any employee, agent, independent contractor calculated annually who the Customer has solicited and/or hired in violation of this contract; whichever is higher (i.e. the higher of (i) or (ii) shall be paid by the Customer to CRG).

- 13.5 INJUNCTIVE RELIEF The Customer acknowledges and agrees that the services provided by CRG under this contract constitutes unique and valuable consideration and that a breach of this contract may cause substantial and irreparable damage to CRG for which no adequate remedy exists in law. Accordingly, in the event of any such breach or threatened breach, CRG and/or its affiliates shall have the right to seek and obtain specific performance, injunctive relief or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Customer from committing any breach or enforce the performance of the covenants, representations and obligations contained in this contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies that CRG and/or its affiliates may have under applicable law, including claims for liquidated damages and/or damages.

14.0 Termination

Either party can terminate the contract by giving One (1) months prior written notice to the other party.

CRG seeks termination of the contract, they need to give One (1) months notice and ensure that nobody from the deployed team is pulled out of the team in this period. The team is expected to handover the complete work to the new set of consultants (either **CRG Solutions Ltd** employees or another vendor's employees) with due diligence.

15.0 Force Majeure

Neither party shall be liable for total or partial failure to perform its obligations in this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control. For the avoidance of doubt, strike lock-out and any other form of industrial action in which a party is directly involved shall be beyond its reasonable control.

16.0 Arbitration

Any dispute or controversy arising out of or in connection with this Agreement shall be referred to the arbitration under the rules of India by a sole arbitrator. The place of arbitration shall be **Pune** and the language of the arbitration shall be the English Language.

17.0 General

Neither party may assign any of its rights or obligations under this Agreement. The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed to be a waiver of any further rights hereunder.

This agreement is the exclusive statement of the agreement of the parties with respect to its subject matter as of its date and supersedes all prior agreements, negotiations, representation, and proposals, written or oral and applies not with standing any provision to the contrary in any purchase order or other instrument of the Customer.

No provisions of this agreement may be changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

The deployed team might be required to work under a Business Analyst or team lead, who is from another implementation partner of **CRG Solutions Ltd** (in place of **CRG Solutions Ltd** employee) or there could be additional members in the team from another implementation partner. **CRG Solutions Ltd** expects the partner's team to extend full support and respect the authority of the assigned Business Analyst / team lead / team member irrespective of their parent organization.

18.0 Notices

Unless otherwise provided in this agreement, any notice request, consent, demand or other communication given or required to be given hereunder shall be in writing and in the English Language and shall be given by fax or by mailing the same by registered air mail postage prepaid, return receipt requested to, in the case of the Customer to:

CRG Solutions Ltd

"Visu", 188, Pragati Co-op. Hsg. Soc
Sahakar Nagar 2, Parvati
Pune, Maharashtra
411009, India

In the case of CRG to:

South and West Region :

CRG Solutions Pvt Ltd.
Pragati Co-op. Hsg. Soc.
188,Visu, Parvati, Sahakar Nagar 2, Pune
Pin 411009, Maharashtra, India

North and East Region:

CRG Solutions Pvt Ltd.
1103, Khushboo Cooperative
Plot No 4, Sector 9A
Gurgaon, 122001, Haryana India

and their respective addresses set forth above or such addresses and to the attention of such other person or persons as may hereinafter be designated.

19.0 Term

Notwithstanding the date of signature of this Agreement, this Agreement shall be deemed to have commenced on 2016-05-12 and shall remain valid for a period of **one (1) year**. The Agreement shall be automatically renewed for similar periods of one year unless either party gives the other a one month written notice prior to the expiry of the Agreement of its intention not to renew or for any changes in the Terms and Conditions.

For and on behalf of:


CRG Solutions Ltd

Name/Title

Date

For and on behalf of:

CRG SOLUTIONS PVT LTD


HIMANSHU SETHI
Business Head - Services
12th May, 2016

Schedule A

Our professional fees are based upon the time spent on the engagement and the degree of responsibility and skills involved. our charges towards professional fees for the skill sets are as follows:

S.No	Description	U/M	Qty	Unit Price	Discount	Ext Price	Ext Price (INR)
1	Data Visualization Service - Consultant L1	FTE(22WD)	1	\$ 2,400	\$ 200	\$ 2,400	1,20,000
2	Graphic Designer	FTE(22WD)	1	\$ 2,200	\$ 110	\$ 2,200	1,10,000
Total Amount							2,30,000
Less : Discount (Total)							15,500
Amount After Discount							2,14,500

** Applicable taxes extra