



**Terms and Conditions for Electronic Payment Transfers**

The undersigned Payee ("Payee") agrees to accept payment from PepsiCo, Inc. and its subsidiaries and affiliates ("PepsiCo"), by electronic funds transfer ("EFT") and further represents and warrants that the information supplied to PepsiCo on this enrollment form is true, complete and accurate. The following terms and conditions are incorporated into and amend any and all existing agreements with PepsiCo relating to electronic payment. Should any of the terms or conditions contained herein conflict with terms or conditions contained in other agreements between Payee and PepsiCo relating to electronic payment, the terms of this agreement shall control. This agreement may only be amended by a written document duly executed by all parties that specifically references this agreement.

PepsiCo will initiate payment to Payee based on the following:

1. The electronic funds transfer will be made to the financial institution and account number listed on this enrollment form. Electronic payments made to foreign banking institutions will be received by Payee as a Clearing House Interbank Payment (CHIPS) or an electronic payment processed through the Federal Reserve banking system (Wire).
2. PepsiCo will make payments in accordance with and be governed by the National Automated Clearinghouse Association's Corporation Trade Payment Rules. This process is governed by and in accordance with the laws of New York.
3. The information on this form is very important. Payee understands that any change in the information must be communicated by an authorized representative of Payee in writing to PepsiCo in time to allow PepsiCo to respond to the change. Payee expressly agrees to indemnify and hold harmless PepsiCo from any loss that may arise by reason of error, mistake or fraud relating to the information Payee has provided.
4. Payment is initiated within the normal terms of the parties' commercial arrangement. Except as noted above in the case of conflicting terms, PepsiCo's EFT terms and conditions do not modify PepsiCo's respective rights and obligations under any applicable agreement. PepsiCo will consider payment made when Payee's financial institution has received or has control of the payment transaction. This will generally occur within two (2) calendar days following initiation by PepsiCo.  
If PepsiCo initiates payment on a non-Banking Day at PepsiCo's originating bank, the funds transfer will occur the following Banking Day. Banking Day is defined as the day on which both trading partners' banks will be available to transmit and receive these funds transfers.
5. PepsiCo has the right to adjust future payments if payments made are found to be duplicates.
6. PepsiCo is responsible for payment to the point Payee's financial institution receives or has control of the transaction. Payee assumes responsibility for making arrangements with Payee's financial institution to notify Payee upon receipt of payment. Any loss from or after that point will be borne by Payee unless the loss is due to the sole negligence of PepsiCo or its originating bank.  
Payee should notify PepsiCo immediately if payment is not received as described in item 4 (above).
7. This authorization shall remain in effect until such time as either party terminates EFT by providing the written notice not less than ten (10) business days prior to the proposed termination date.

Payee/Company Name (print)

MERCER CONSULTING (INDIA) PRIVATE LIMITED

By (Representative signature)

*Mansee*

Representative Name (print)

MANSEE SINGHAL

Representative Title (print)

PARTNER

Date (MM/DD/YY)

18<sup>th</sup> June 2024