

## Cushman & Wakefield PMSI Pvt. Ltd.

JA 1120-1121, 11th Floor, Tower A, DLF Towers Jasola, Jasola District Centre, New Delhi-110025  
Phone : +91 11 43105555, Fax :

### Service Order

SO No	SO/320214641	Amend No		SO Status	OPEN
SO Date	03/06/2021	SO Type	Service	Accounting Unit	
Supplier Code				Invoice To	Cushman & Wakefield PMSI Pvt. Ltd.
Name	Service Masters			CIN	
Address	F-44, Ball Nagar, Delhi, 110015			Company GSTIN	
Supp Tax No.				Place of Delivery	Inv Store-Saket DLF AVENUE MALL, A4, DISTRICT CENTRE, SAKET NEW DELHI-110017, TEL. 011-46064410, 46064451
Tel No				Contact Person	
Fax				Payment Terms	30 Days
PAN	ADAFS4472R			Mode of Transport	
				SR Number	R220214816
Govt. Doc No		Transit Doc No		Bank Guarantee	
Location	Inv Store-Saket			Inco Term	

Item Code & Description	Need Date	Quantity	UOM	Rate	GST Amount	Value	Discount	Tax
Housekeeping Manpowe	03/31/2022	12.00	Month	1534080.00		18408960.00	0.00	

Services from 1st Apr21 to 31st Mar22. In favour of Service Masters. Tax extra as applicable.

GST Tax Category/Class : GST Payable/Not Taxable  
SPECIAL TERMS & CONDITIONS AS PER ANNEXURE ATTACHED

Delivery/Service Date : 03/31/2022

Remarks : Manpower Services from 1st Apr21 to 31st Mar22

Freight Charge :	0.00
Total Basic Amount :	18408960.00
Discount Amount :	0.00
Tax Amount :	0.00
Grand Value :	18408960.00

For Cushman & Wakefield PMSI Pvt. Ltd.

Pankaj  
Sikka

Digitally signed by:  
Pankaj Sikka  
Date: 2019.02.04  
11:34:52 +05'30'

(Authorized Signatory)

#### General Terms & Conditions :

1. The attached STANDARD TERMS AND CONDITIONS form part of this Purchase Order / Service Order.
2. Please mention PO / SO No. in Invoice. Invoicing and payment shall happen as per actuals, but in any case it should not exceed the total PO / SO value.



**THIS IS A SYSTEM GENERATED DOCUMENT AND DOES NOT REQUIRE ANY MANUAL OR DIGITAL SIGNATURE. THE STANDARD TERMS AND CONDITIONS DOCUMENT IS AN INEGRAL PART OF THE PO.**

**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

The Purchase Order and these terms and conditions shall form the Agreement between the Supplier and Cushman & Wakefield ("Company"), if there is any inconsistency between the Purchase Order and these terms and conditions, these terms and conditions shall take precedence

1. Definitions  
In these conditions:-
  - 1.1 "Agreement" means the Purchase Order and these terms and conditions.
  - 1.2 "Company Materials" means all materials created and developed for or on behalf of Company under the Agreement.
  - 1.3 "Client" means customer of the Company
  - 1.4 "Cushman & Wakefield"/"C&W" means the entity which is issuing the Purchase Order to the Supplier.
  - 1.5 "Delivery Address" means the address for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed between the parties in writing.
  - 1.6 "Intellectual Property Rights" means any and all patents, trademarks, trade names, service marks, copyrights, moral rights, rights in design, rights in databases, knowhow and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in India or any other part of the world.
  - 1.7 "Purchase Order" means the relevant purchase order issued by Company.
  - 1.8 "Specification" means the specification for the Goods or Services (as appropriate) as set out on the Purchase Order or otherwise agreed between the parties in writing.
  - 1.9 "Supplier" means the supplier whose details are set out on the Purchase Order.
2. Terms for the Supply of the Goods and Services
  - 2.1 Company orders and Supplier agrees to supply the Goods and/or Services on the terms and condition of the Agreement.
  - 2.2 These terms and conditions shall be deemed incorporated into and made part of each submission of a Purchase Order. Any other printed terms and conditions appearing on any Purchase Order shall be void and of no effect; for the avoidance of doubt, the parties agree that no provision in any acknowledgement or acceptance of or response to a Purchase Order shall form part of the Agreement.
  - 2.3 Each Purchase Order and these terms and conditions shall form a distinct and separate agreement. No variation of it shall be valid unless agreed in writing by the parties.
  - 2.4 Delivery of the Goods and/or Services by the Supplier to Company shall not be deemed conclusive evidence of Supplier's acceptance of the Agreement.
  - 2.5 Time of delivery of the Goods and Services shall be of the essence of the Agreement.
  - 2.6 The Supplier agrees to provide reasonable assistance to enable Company to use the Goods and/or Services to their best advantage.
  - 2.7 The detailed terms and conditions in relation to the appointment Supplier to provide the services may also be set out in the formal written Master Service Agreement if only agreed by Company and Supplier.
3. Purchase Order
  - 3.1 Company shall submit the Purchase Order in writing to the Supplier.
  - 3.2 The Supplier shall within (2) days of the date of each Purchase Order respond to each Purchase Order confirming its interest on the Purchase Order and this shall constitute the acceptance of that Purchase Order along with these terms and conditions for the supply of the Goods and/or Services otherwise the same stand to be deemed accepted by the Supplier.
  - 3.3 Company may modify the term and condition anytime or cancel any Purchase Order which has not been accepted in accordance with Section 3.2 above with or without informing the Supplier.
4. Price and Payment
  - 4.1 Unless otherwise specified in the Purchase Order or agreed between the parties in writing the Price of the Goods and/or Services shall include: (i) secure and proper packing, storage, transport, (ii) safe delivery to the Delivery Address on the Delivery Date and (iii) obtaining delivery acknowledgement form the Company.
  - 4.2 Prices shall remain fixed unless otherwise notified in writing of any variation by the Supplier and agreed by Company.
  - 4.3 Unless otherwise set out in the Purchase Order or agreed between the parties in writing, Company shall pay to the Supplier not earlier than 30 days after receiving the same from the Client and the later of:
    - a. Company's receipt of the Goods and/or Services;
    - b. Completion of the Services to Company's full satisfaction and written acknowledgment of acceptance of services from the Client;
    - c. Company's receipt of a valid, correct and undisputed invoice for the Goods and/or Services from Supplier quoting the Purchase Order number. Supplier is responsible to ensure all the invoices are submitted within maximum of 5 working days from the date of delivery of Product/Services along with written acknowledgment of acceptance of services from the Company. In case of delayed invoice submission or due to incorrect, disputed invoice Company shall not be held liable for non-payment or delayed payment. Invoices shall include and list all applicable goods and service tax, sales, use, or excise taxes that are a statutory obligation of Company as separate line items identifying each separate tax category and taxing authority. Company will reimburse Supplier for all sales, use or excise taxes levied in accordance with the general statutes or other authoritative directives of the taxing authority on amounts payable by Company to Supplier pursuant to the Agreement; however, Company shall not be responsible for remittance of such taxes to applicable tax authorities.
  - 4.4 Supplier agrees that Company may set off against the Price any payments due to Company from the Supplier under the Agreement or any other agreement; or due to any offer which the Supplier may make from time to time.



- 4.5 Company may request from Supplier monthly statements.
- 4.6 if the Goods and/or Services are not delivered on the Delivery Date or services are not rendered as per the satisfaction of the Company, Company may reject the Goods and/or Services without any liability.
- 4.7 Invoices must be submitted in appropriate and correct manner with supporting documentation along with a declaration stating that Supplier has fully complied and adhered to statutory provisions on the calendar month to which such invoices relates to, Company as its sole discretion may choose to accept or reject invoices without aforesaid declaration. Charges will be paid by Company to Supplier Partner within 30 days, only after the receipt of the payment from the Client to the Company for the services. Invoices of Supplier Partner shall be cleared after deduction of the amounts, if any, deducted by the Client for defaults/deficiency/other claims with respect to the services provided by Supplier Partner.
- 4.8 Supplier inability to supply or deliver goods and services as per the directed timeline or supply of defective goods or deficient services as per the PO shall attract deduction based on actual damages due to such Supplier inability as per sole discretion of the Company or such deduction shall be based on applicable SLD or KPI (if applicable) or be decided as per discretion of the Client.
5. Delivery, Title and Risks
- 5.1 The Goods shall be securely and properly packed by Supplier.
- 5.2 Supplier shall deliver the Goods and/or supply the Services to the Delivery Address on the Delivery Date(s).
- 5.3 On delivery, the Supplier shall ensure that the Goods are signed for by a duly authorized member of Company.
- 5.4 Title of the Goods shall pass to Company on delivery of the Goods.
- 5.5 The Supplier shall deliver the Goods with such documentation as is necessary to enable Company to use the Goods safely and effectively.
- 5.6 Supplier will, at its expense, deliver in accordance with details/quantities and dates specified in the Order. If no date is mentioned in the Order, then Supplier will offer its best delivery date(s), which will be subject to acceptance by Company. If the Services or Product deliveries are delayed in any respect, Company is entitled to completely or partly terminate the Order without any cost on Company.
6. Warranties and Representations
- 6.1 The Supplier warrants and represents to Company that:
- A. the Goods shall be:
- i. of merchantable quality; and
- ii. fit for the purposes; and
- iii. in accordance with the Specifications; and
- iv. of first-class materials, workmanship and design; and
- B. the Services shall be supplied in accordance with the Specifications without any defect, deficiency or delay;
- C. the Supplier, its employees, agents and sub-contractors will carry out all of Supplier's obligations under the Agreement with all reasonable skill and care, in a timely and professional manner, and using appropriately skilled and experienced personnel;
- D. All Products furnished (including all replacement or corrected Products or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material and design (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Cushman and Wakefield, (c) be fit for the intended purposes (d) comply with all applicable laws (e) be free and clear of any and all liens or encumbrances, and (f) not infringe any patent or other intellectual property rights of any third party. Services will be performed in accordance with the highest standards in the industry. These warranties will survive any delivery, inspection, acceptance or payment by Company for the entire Warranty Period. In addition to the costs of repairing, replacing or correcting nonconforming Products, Supplier is responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, reinstallation, reinspection and retrofit of the nonconforming Products or of Cushman and Wakefield's affected end-product.
- E. Supplier's performance under the Agreement including the Goods/Services provided hereunder, will comply with all applicable and then-current laws, ordinances, rules, regulations, conventions, and standards of each and all locations where the Goods/Services are to be delivered, or Supplier's performance is to occur, or that relate in any way to the, licensing, certification, or approval of Services, including, without limitation, the requisite license / registrations under the provisions of the Goods and Services Tax Act 2017, Contract Labour (Regulation & Abolition) Act, 1970, Employee Provident Fund Act, 1952, Employee State Insurance Act, 1948, Workmen's Compensation Act, 1923, and those related to, wages, hours and conditions of employment, occupational safety, discrimination, sexual harassment, immigration, subcontractor selection, and minority owned businesses as applicable to the Supplier. Further, Supplier hereby agrees that on request by Company, it shall furnish to Company proof of payment of wages, provident fund, employee state insurance (as applicable) in respect of the Supplier's representative along with relevant returns and proof of having filed relevant individual forms for such representatives. In the event it appears to Company that Supplier has not made the aforesaid payments, Company shall have the right to deduct the same from invoices submitted by the Supplier.
- 6.2 Where the Goods or any part of them are manufactured by a third party the Supplier shall, in addition to the Supplier obligations in the Agreement, pass on to Company the benefit of any guarantee, condition and warranty granted by the manufacturer in relation to such Goods; and the Supplier shall use its best efforts to pass on to Company any servicing agreement that the Supplier received from the manufacturer in respect of such Goods.
- 6.3 Supplier agrees and acknowledges that Company shall not be liable, whatsoever, for any pure economic loss, loss of profit, loss of business, punitive damages, any business interruption, loss of revenues or anticipated savings, depletion of goodwill, in each



case whether direct or indirect or consequential or any claims for consequential loss compensation whatsoever which, arise out of or in connection with this engagement.

7. Defects

- 7.1 Company shall be entitled to reject any of the Goods delivered which are not in accordance with the Specifications and shall not be deemed to have accepted any Goods until such reasonable time to inspect them following the delivery.
- 7.2 If later, any of the Goods are found to be defective or do not comply with any of the warranties or representations set out in Section 6.1 above ("Defective Goods"), Company may, at its option:
- reject all the Defective Goods or any part of them without any liability; and/or
  - require the Supplier to replace such Defective Goods; and/or
  - Require the Supplier to repair such Defective Goods.
- 7.3 Supplier shall replace or repair the Defective Goods within 7 days from the date of Company notification or such other time period as the parties may agree in writing.
- 7.4 If any of the events set out in Section 7.2 above happen, the Supplier shall, at Supplier cost and expense
- collect the Defective Goods from Company and from the Delivery Address; and
  - return the replacement or repaired Goods to Company to the Delivery Address;
- in any case all Transit related charges shall be borne by SUPPLIER for all rejections and replacements.
- 7.5 If any of the Services are not supplied in accordance with the Agreement particularly with the Specification, Company shall without any liability reject and terminate the Services or any part of them.
- 7.6 In the event that Company rejects the Defective Goods pursuant to Section 7.2 (a) above or the Services pursuant to Section 7.4 above, the Supplier shall immediately refund any payments made by Company in respect of such Defective Goods or Services.
8. Intellectual Property Rights
- 8.1 The Supplier warrants that Supplier's performance of the Agreement and Company's use of the Goods, Services and/or any materials resulting from it, do not and will not infringe Intellectual Property Rights or of any third party's right.
- 8.2 Where applicable, the Supplier shall:
- assign to Company with full title guarantee all existing and future copyright and design right comprised in Company Materials; and
  - agree to assign to Company, with full title guarantee, at Company's request, any other Intellectual Property Rights (other than copyright and design right) in Company Materials, in India and throughout the world for the whole term of the Intellectual Property Rights, including any extensions or renewals of such Intellectual Property Rights and all statutory or common law rights attached to it.
9. Indemnity and Insurance
- 9.1 The Supplier shall unconditionally and without demur indemnify Company and keep Company fully and effectively indemnified on demand against any and all claims, liability, losses, damages, costs (including legal costs) or expenses which Company may incur in as a result of the Supplier breach of any of Supplier's obligations or warranties under the Agreement or by any negligent act or commission or omission or misconduct of Supplier's employees, its agents or subcontractors.
- 9.2 Supplier hereby undertakes to take out and maintain adequate insurance cover against liability which the Supplier may incur under this Agreement or otherwise under this Agreement. On the date of this Agreement and every anniversary thereof, the Supplier shall provide Company with an insurance broker's letter setting out policy details of such insurance, confirmation that all of the Supplier's liabilities under this Agreement are covered by the policy, the premium receipt and insurance certificate.
- Professional Indemnity Insurance Policy -
  - Public Liability aggregate limit 10 times of the annual contract value
  - Products Liability aggregate limit 10 times of the annual contract value
  - Employer's Liability aggregate limit 10 times of the annual contract value
- The Supplier shall furnish to Company the certificates or cover notes providing sufficient evidence of compliance with this Section.
- 9.3 The Supplier shall furnish Company with renewal certificates so long as the Agreement is in effect.
- 9.4 The number of claims during the period of insurance shall not be limited
- 9.5 The Supplier shall ensure that none of the insurance policies shall be modified or cancelled without a prior written approval from the Company.
10. Confidentiality
- 10.1 Each party ("Receiving Party") undertakes:-
- That the Supplier shall ensure that its personnel shall at no time, without the consent of the Company, disclose to any person any information relating to the affairs of the Company, the Designated Spaces and its occupants which they may have come to know during the subsistence of this Agreement with the Company. The personnel of the Supplier will not indulge in any activity, of whatsoever nature, which is or which may be damaging to the reputation/goodwill of the Company of the Designated Spaces and will also maintain secrecy/confidentiality of any task assigned to them from time to time by the Supplier relating to Services/arrangements at the Designated Spaces.



- a. That the Company or its personnel shall not be in any manner responsible for any accident, mishap or any untoward incident of any kind resulting in any accident(s), mishap(s), injuries, loss of life to any person(s), damages to any goods, property etc. occurring due to any act of omission or commission, negligence on the part of the Supplier or any personnel deployed by the supplier at the designated Spaces.
- b. Not to disclose the information in whole or in part to any other person without the disclosing Party's written consent, save to those of the Receiving Party's employees, agents and sub-contractors involved in the performance of the Receiving Party's obligations under the Agreement on a confidential and need-to-know basis; and
- c. to use the information solely in connection with the performance of the Receiving Party's obligations under the Agreement and not for the Receiving Party's own or the benefit of any third party.

10.2 Company reserves the right to inspect Supplier's premises and Supplier undertakes to implement suggested measures to guarantee security and confidentiality.

All information, equipment, know-how and technical information, including data stored in electronic format and computerized geometries, to which Supplier has been given access through this business relationship, shall for the duration of the Order and for ten (10) years thereafter be treated as confidential and may not be used for any purpose other than for the Services; provided that this obligation shall not apply to any information that (i) is or becomes available to the public through no fault of Supplier, or (ii) was already in Supplier's possession when received from Company, or (iii) is required to be disclosed by a court of competent jurisdiction, provided Supplier gives Company prior notice of such disclosure, so that Company is given reasonable opportunity to object to the demand, or that Company authorizes Supplier in writing to disclose. Copying or duplication is only permitted within the framework of the completion of Supplier's commitments and with due regard to legal copyright regulations. Upon completion of the Services, all documentation received from Company or developed for Company during the performance of the Services must either be returned to Company or destroyed, as agreed with Company.

#### 11. Termination of the Agreement

11.1 The Company may by written notice terminate the Agreement if:-

- a. the Supplier is in material breach of the Agreement and fails to remedy such breach within five (5) days from the date of notification of such breach from the Company; or
- b. the Supplier is declared insolvent; or
- c. a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the business or assets of the Supplier; or
- d. a petition is presented, or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Supplier or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- e. Any similar or analogous event occurs in relation to the Supplier in this or any other jurisdiction.

11.2 Company shall have the further right to terminate the Agreement if:

- a. Supplier undergoes a change of control; or
- b. Supplier transfers all, or substantially all, of its assets; or
- c. the association with the Supplier is considered to be Adverse to Company's business or interests;
- d. in providing Goods/Services hereunder, Supplier violates any applicable law or regulation, or causes Company to be in material violation of any law or regulation;
- e. Supplier attempts to assign this Agreement in breach of the Agreement; and
- f. Supplier either (i) merges with another entity (ii) suffers a transfer involving fifty percent (50%) or more of any class of its voting securities or (iii) transfers all, or substantially all, of its assets.

11.3 Upon such termination:

- a. Company shall pay the Supplier all sums due and payable to Supplier under the Agreement at the date of termination, unless the Agreement is terminated by reason of Supplier default or breach;
- b. The Supplier shall immediately refund to Company any advance payments made by Company which have not been utilized for any of the Services or for Goods not delivered to Company.

11.4 Upon termination or expiration of the Agreement, Supplier shall immediately return any documents or material property of Company in Supplier's possession, as Company may direct. Failure to do so, Company shall be entitled to access Supplier's premises to recover such property.

11.5 All the terms and condition under this Agreement shall survive at all times after expiry or termination of this Agreement.

11.6 Any termination of the Agreement is without prejudice to any other rights or remedies the Company may be entitled to under the Agreement or at Law. It does not affect any accrued rights or liabilities of the Company or any provision which is expressly or by implication intended to come into force on or continue in force after termination.

11.7 Notwithstanding the above Company can terminate this Agreement or any Purchase Order under this Agreement for its convenience, without cause, at any time without further charge or expense upon at least ten (10) calendar days prior written notice to Supplier. Termination of one Purchase Order shall not cause a termination of this Agreement or any other Purchase Order, unless otherwise specified by Company.

#### 12. Audit

The Supplier shall maintain, at its own cost, financial records for a period of 7 years or as otherwise required by law. Company shall be entitled at its own discretion to conduct at least one audit per calendar year of the Supplier's systems and procedures insofar as they relate to the supply of the Goods and Services. Such Supplier records referenced above may be inspected, audited and copied by Company, its Representatives or by state agencies having jurisdiction over Company, during normal business hours and at such reasonable times as Company and Supplier may determine. Cost of Auditing shall be borne by supplier. The Supplier must ensure his / his authorized representative's presence during mandatory monthly compliance audit by the Company designated Audit Firm along with all related statutory compliance documentary proofs.



13. **Arbitration**  
In the event of any dispute or differences arising out of or in connection with this Order as to the interpretation or any other matter then in such event the Parties shall resolve such dispute or difference by reference to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a sole Arbitrator appointed by the Company. The Arbitration will be held in New Delhi and conducted in English Language.
14. **General and Special Conditions**
- 14.1 All notices required to be given under the Agreement will be in writing and will be sent at the address(es) set out on the Purchase order or to such other address(es) as the recipient may designate by notice given in accordance with this section 14. Any such notice may be delivered by hand, first class prepaid letter or facsimile transmission and will be deemed to have been received: (a) by hand — upon delivery; (b) by first class post 48 hours after the date of mailing, (c) by facsimile transmission immediately upon transmission provided a confirmatory copy is sent by first class pre-paid post by the end of the next business day.
- 14.2 The Supplier may not assign, transfer, change or dispose any of the rights or obligations under the Agreement to any third party without Company's prior written consent. No such assignment, transfer, sub-contract or disposal even if consented to, shall relieve the Supplier of Supplier's obligations under the Agreement. The Supplier shall procure that any permitted sub-contractor enters into a confidentiality agreement as Company shall require.
- 14.3 If any part, term, provision or clause of the Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The rights and obligations of the parties will be construed as if the Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 14.4 No delay or failure by either party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them, or any single or partial exercise of any such powers rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.
- 14.5 This Agreement shall be governed as per the terms of the Master Services Agreement executed between the Company and the Supplier. The Master Services Agreement and this Agreement contains all the terms which the parties have agreed and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations made by the Supplier to the Company) or understandings between the parties whether written, arising from custom or oral in relation to the transactions provided for the Agreement. In case of any conflict or inconsistency between the terms of this Agreement and the Master Services Agreement, the terms of the Master Services Agreement will prevail to the extent of that conflict or inconsistency. However, if this Agreement has been executed between the parties on a standalone basis i.e. without any Master Services Agreement executed between the parties, then this Agreement alone shall form the entire understanding between the parties as mentioned above.
- 14.6 Nothing in the Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, a party the agent of the other party for any purpose.
- 14.7 The Agreement is governed by and shall be constructed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the New Delhi Court, and waive any objection to venue with respect to actions brought in such courts.
- 14.8 Supplier's personnel are not eligible to participate in any of the employee benefit or similar programs of Company. Supplier shall inform all of its personnel providing Services pursuant to this Agreement that they will not be considered employees of Company for any purpose, and that Company shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
- 14.9 Supplier shall recompense the Company for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages.
- 14.10 Salaries/ charges and all other allowances and benefits/ equipment's/tools/tackles of whatsoever nature including compliance of all statutory obligation like PF, ESI, Overtime, if any, damages in case of injuries suffered by the personnel on duty or accidents etc. shall be/ payable by & be the sole liability of Supplier Partner.
- 14.11 Supplier Partner shall reimburse the Company in case for any loss or damages due to negligence, breach of duty and obligations in case the relevant policies such as such as Contractor General Liability, Professional Indemnity Insurance, and Workers Compensation Insurance/ Employees Liability Insurance are not applicable for such loss or damages.
- 14.12 The Supplier shall ensure safety and the general welfare and comfort of the Client's employees and its visitors. Any damage or loss suffered by the employees and/or visitors of the Client due to the negligence of any member of the Supplier Team shall be at the sole risk and responsibility of the Supplier, who shall be liable for the consequence(s) suffered by the Company for such damage and loss, and the Company shall be entitled to deduct for such loss and damage from the amounts payable to the Supplier under this Contract and/or relevant PO or SOW. The Company reserves the right to refuse the Supplier's Team access to the Client's premises, which shall only be given to the extent necessary for the performance of the Services.



15. Micro, Small and Medium Enterprises Development Act, 2006

Supplier hereby agrees to take the full responsibility of notifying Company if Supplier is qualified or gets qualified during the Term of this Agreement as a Micro, Small or Medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"). To comply with the above requirement, Supplier is required to notify Company in writing within fifteen (15) days of applying or getting covered under the ambit of the MSME Act as mentioned above. Supplier further acknowledges that in the event it fails to comply with the aforementioned requirement, Company shall assume that the Supplier does not fall under the ambit of the MSME Act to the extent provided.

16. COMPLIANCE WITH ANTI - BRIBERY LAWS

Supplier its officers, directors and employees, and anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them, shall not make any payments in violation of any applicable anti-bribery law in connection with or in any way relating to or affecting this Agreement. The Supplier acknowledges that international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, prohibit any direct or indirect payment/receipt of money or anything of value to/from any person (including but not limited to Government Official, international organization, political party, party official or candidate for political office) for the purpose of obtaining, retaining or directing business, securing any improper advantage in the conduct of business, or inducing the improper performance of any public or business-related function. Supplier represents and warrants that in the performance of its obligations under this AGREEMENT, or otherwise in connection with this, it has not made, and agrees that it will not make, any such prohibited payment.

Company shall not be obligated under this AGREEMENT to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any applicable law. Company shall be entitled to terminate this AGREEMENT or suspend payments under this AGREEMENT at any time prior to the termination date if Company believes, on the basis of credible information, that a violation of the United States Foreign Corrupt Practices Act, the UK Bribery Act or any other applicable anti-bribery law, rule or regulation has occurred or is reasonably likely to occur by or on behalf of, or which is attributable to the Supplier.

Any party may, at any time and for any reason, disclose the existence and terms of this AGREEMENT to any person when such party determines that such person has a legitimate need for this information, including any government or government agency.

17. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

17.1 The Supplier shall not do (and warrants that in entering this AGREEMENT or during the selection process it has not done) any of the following:

- (i) offer, give or agree to give to any person in the employment of Company any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining or performance of this or any other contract with Company, or for showing or refraining from showing favour or disfavour to any person in connection with the PO; nor
- (ii) enter into this AGREEMENT if any commission has been paid or agreed to be paid to any person in the employment or association of Company by the Supplier or on behalf of the Supplier or to his knowledge in connection with this AGREEMENT or any other contract with Company, unless particulars of such commission and the terms of any agreement for the payment of it have been disclosed to Company in writing before this AGREEMENT is made.

17.2 The Supplier or any of his employees, servants, agents or sub-contractors, or any person acting on his or their behalf, does any of the acts mentioned herein above or commits any offence under in prevalent law, with or without the knowledge of the Supplier, in relation to this AGREEMENT or any other contract with Company. Company shall be entitled:

- (a) to terminate this AGREEMENT with immediate effect by written notice to the Supplier and recover from the Supplier any and all money advanced, paid to the Supplier and loss sustained due to termination of this AGREEMENT and forfeit any all amounts/payments due towards the Supplier;
- (b) to recover from the Supplier the amount or value of any such gift, consideration or commission; and
- (c) To recover from the Supplier any other loss sustained as a result of any breach of this condition, whether or not the AGREEMENT has been terminated.

17.3 Exercising its rights or remedies under this condition Company shall:

- (a) act proportionately in the light of the gravity and circumstances of the particular breach; and
- (b) Give all due consideration, where appropriate, to the use of remedies other than termination of the AGREEMENT.

18. REPRESENTATIONS & WARRANTIES FOR ANTI - BRIBERY LAWS

18.1 Acknowledgement. The U.S. Foreign Corrupt Practices Act (the "FCPA") and other laws make it unlawful for C&W or anyone acting on its behalf to offer, pay, promise or authorize to pay any money, gift or anything of value directly or indirectly to any Public Official with the intent of causing the Public Official to misuse such official's position to obtain or retain business for C&W or its subsidiaries or affiliates. The term "Public Official" is broadly defined to include not only traditional government officials and those employed by government agencies, departments, or ministries but also employees of companies which are owned or controlled by the state. The U.K. Bribery Act and other laws also prohibit commercial bribery of any kind.

The Supplier acknowledges and confirms its understanding of and agrees to comply with all applicable anti-bribery and corruption laws, rules, and regulations of the United States, European Union or any member state and any other similar laws in all applicable jurisdictions, including but not limited to the FCPA and U.K. Bribery Act ("Applicable Anti-Bribery Laws and Rules") and agrees not to take or fail to take any action that might in any way cause C&W to be in violation of such laws.

C&W and the Supplier must at all times comply with all U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action and applicable international laws and regulations pertaining to the defection,

prevention and reporting of potential money laundering and terrorist financing activities (collectively "Applicable Sanctions/AML Rules"). Accordingly, the Supplier shall not conduct business with individuals, entities, organizations or countries that are targets of any Applicable Sanctions/AML Rules. The Supplier shall not, directly or indirectly, make funds available to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person, or in any country or territory, that, at the time of such funding, is subject to any Applicable Sanctions/AML Rules.

18.2 **Representations and Warranties of the Supplier.** Supplier makes the following representations and warranties to C&W and, and covenants and agrees as follows:

- a. **Public and Commercial Bribery Representations, Warranties and Covenants of the Supplier.** In carrying out its responsibilities under the Agreement, the Supplier and its owners, officers, directors, employees, or agents thereof have not and will not pay, offer or promise to pay, or authorize the payment, directly or indirectly through any other persons or entities, of any monies or anything of value to any government official or employee (including, but not limited to, employees of state-owned or controlled entities or public international organizations) or any political party or candidate for political office, for the purpose of influencing any act or decision of such official, the government or employee to obtain or retain business, or direct business to any person. It is the intent of the parties that the Supplier shall not, directly or indirectly, offer, promise, authorize or make any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of doing business.
- b. **No Government Ownership of the Supplier.** No owner, partner, officer, director or employee of the Supplier or of any affiliate company of the Supplier is or will become a Public Official during the term of this Agreement without the prior written approval of C&W.
- c. **The Supplier, its directors officers, agents, employees, and all persons and entities owning (directly or indirectly) an ownership interest in it are not, and will not become, a person or entity with whom a party is restricted from doing business under any Applicable Sanctions/AML Rules.**
- d. **No Assignment.** No rights or obligations of or services to be rendered by the Supplier under this Agreement shall be assigned, transferred or subcontracted to any third party without the prior written consent of C&W.

18.3 **Payments.** All payments due to the Supplier under this Agreement shall be made by bank wire transfer to the bank account of the Supplier at a designated bank in the country of place where the Supplier resides or renders service or by check made payable to the Supplier for delivery in place where the Supplier resides or renders service.

18.4 **Reimbursement of Expenses.** The Supplier is responsible for the payment of its own costs and expenses incurred in carrying out its activities under the agreement, and C&W shall have no obligation to reimburse costs and expenses (if any) incurred by the Supplier in connection with any services provided hereunder. C&W will only reimburse the Supplier for bona fide and legitimate costs and expenses which are supported by receipts and are legally permissible pursuant to applicable anti-corruption laws.

18.5 In the event C&W has reason to believe that a breach of any of the representations and warranties under this section has occurred or may occur, C&W may withhold further payments until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. C&W shall not be liable to the Supplier for any claim, losses or damages whatsoever related to its decision to withhold payments under this provision.

18.6 Notwithstanding anything contained herein to the contrary, in the event of a breach of any of the representations and warranties under this section, this agreement shall be void ab initio without the requirement of written notice of cancellation. Any claims for payment by the Supplier with regard to any transaction for which a breach of the representations has occurred, including claims for services previously rendered shall be automatically terminated and cancelled and all payments previously paid shall be forthwith refunded to C&W by the Supplier. The Supplier shall further indemnify and hold C&W harmless against any and all claims, losses or damages arising from or related to such breach or the cancellation of the Agreement, or both.

18.7 **Books and Records.** The Supplier will maintain at his/her/its principal offices accurate books and records supporting the performance of the services provided hereunder, including costs and expenses and any payment made to anyone for any reason on behalf of or for the benefit of C&W or in connection with the engagement hereunder including the amount, purpose and recipient of such payment together with supporting documentation. Such records and accounts shall be available for inspection by C&W at all reasonable times upon reasonable notice. Said records shall be maintained until at least five (5) years following the expiration or termination of this Agreement.

18.8 **Notification/Certification Requirements.** The Supplier agrees that it will, at the request of C&W, and at least annually, certify the continuing accuracy of the Representations and Warranties provisions of this Agreement. The Supplier further agrees that should it learn of information regarding any possible violation of Applicable Anti-Bribery Laws and Rules, Applicable Sanctions/AML Rules, or any other applicable laws and regulations in connection with the transactions or this Agreement, the Supplier will immediately advise C&W of such knowledge or suspicion.

18.9 **C&W's Right of Investigation.** In the event C&W has a reasonable basis to believe that the Supplier has taken or failed to take any action that may subject C&W to liability under Applicable Anti-Bribery Laws and Rules or any other applicable law, the Supplier agrees that C&W shall have the right, upon written notice to the Supplier, to conduct an investigation and audit of the Supplier to determine to C&W's reasonable satisfaction whether or not any actions or failures to act by the Supplier may subject C&W to liability for corruption, bribery or fraud. The Supplier agrees to cooperate fully with such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of C&W.



18.10 In no event shall C&W be obligated under this Agreement to take any action or omit to take any action that C&W believes, in good faith, would cause it to be in violation of any applicable laws and regulations including without limitation Applicable Anti-Bribery Laws and Rules and/or Applicable Sanctions/AML Rules.

Pankaj Sikka  
Digitally signed by  
Pankaj Sikka  
Date: 2021.02.10  
09:58:27 +05:30

