

AGREEMENT FOR IMPLEMENTATION OF E-PROCUREMENT

XXXXXXX

AND

mjunction services limited

e-Procurement Implementation Services Agreement

This **e-Procurement Implementation Services Agreement** (hereinafter referred as the said “**Agreement**”) is executed on day of ____th day of _____’2025

BY AND BETWEEN

XXXXXXXX [CIN: XXXX XXXXX XXXXX], incorporated under the Companies Act, 1956, having its registered office at XXXX XXXXXX _____, Kolkata – XXXXX, West Bengal, India (hereinafter referred to as “**Client**” (which expression shall, unless it be repugnant to the context hereof, be deem to include its affiliates, successors and permanent assigns) of the **FIRST PART**;

AND

mjunction services limited [CIN: U00000WB2001PLC115841], a company incorporated under the Companies Act, 1956 having its registered office at ‘Godrej Waterside’, Plot no 5, Block-DP, Sector-V, Salt Lake City, Kolkata – 700 091 (hereinafter referred as the “**Service Provider**” or “**mjunction**”) which expression shall, unless it be repugnant to the context hereof, be deemed to include its affiliates, successors, sub-contractors and permanent assigns) of the **OTHER PART**;

“Client” and the “Service Provider” shall be collectively referred to as the “Parties” and individually as “Party”.

WHEREAS

- (A) Client is inter alia engaged in the business of _____.
- (B) Service Provider is engaged in the business of providing e-Procurement Solutions Implementation Services and has all the requisite skills, experience, finances and proficiency in the e-Procurement Management Services and has acquired technology, infrastructure, know-how, skill and experience in efficiently providing such e-Procurement Management Services and other incidental services.
- (C) The Client represents that it wants to procure through the service provider with the purpose of reducing its current procurement cost and achieve savings through increased competition by way of an enriched vendor database, spend consolidation and formation of long-term contracts.
- (D) The Client wants to engage the service provider to provide Procurement services which would involve providing sourcing and procurement services by the service provider using proprietary software system, tools and platform and the service provider has agreed to provide such services according with the scope stipulated in **SCHEDULE - 1** (hereinafter referred as “**e-Procurement Solution implementation**”) on the terms and conditions set forth in this Agreement and the schedules annexed to this Agreement
- (E) The Parties have agreed to enter into this Agreement, in reliance of the above representation for the purpose of recording the terms and conditions upon which the Service Provider shall provide Information Technology Services to Client.

NOW THEREFORE IN CONSIDERATION OF MUTUAL PROMISES HEREINAFTER SET-FORTH, AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. STRUCTURE

- 1.1. This Agreement establishes overall contractual framework for non-exclusive supply of Information Technology Services by Service Provider to Client in accordance with the terms of this Agreement.
- 1.2. Any pre-printed standard terms of the Service Provider or any other terms which are implied by custom, trade or practice shall not apply to this Agreement.

2. SERVICES

- 2.1. Service Provider shall provide Client with the services as detailed under **SCHEDULE - 1** (Scope of Work - hereinafter referred to as “SOW”) of this Agreement (hereinafter referred as “**Implementation of e-Procurement Solution**” or “**Services**”).
- 2.2. It is hereby clarified that time is the essence of this Agreement. The Parties shall adhere to all timelines and scope of work set-forth under this agreement.
- 2.3. The Parties herein, shall at their own expense and cost;
 - a) obtain and maintain all licenses, consents, permissions, approvals, filings, or registrations necessary to perform and avail Services under this Agreement; and
 - b) Comply with all applicable laws, including but not limited to those specified in this Agreement.
 - c) Service provider to provide user manuals, training material etc. delivered to Client after successful implementation. However, these documents will be provided in editable and non-editable soft format version.

3. FEES, INVOICE, PAYMENT AND TAXES

- 3.1 Fees for the Services shall be as set out in **SCHEDULE - 2** of this Agreement (“Fees”).
- 3.2 All fees / service charges and payment terms in relation to this Agreement shall be in INR.
- 3.3 Fees /service charges shall remain firm for the period of ____ years from the date of contract.
- 3.4 Service Provider shall raise invoice only for the “Accepted Services” delivered in accordance with this signed agreement.
- 3.5 Subject to the receipt of a valid invoice and compliance by Service Provider with this Agreement, Client shall pay the fees / service charges stated on the invoice, including GST/any other duties if any, within the payment period specified in **SCHEDULE - 2** of this Agreement.
- 3.6 Client shall pay all statutory taxes arising from this engagement in the manner prescribed by applicable laws in force or that may become effective during the term of this engagement or reimburse mjunction in the event it has paid or is required to pay such taxes / duties upon submission of all supporting documents.
- 3.7 TDS at applicable rate may be deducted at source for which Client shall furnish to the Service Provider, a TDS certificate upon its request.
- 3.8 Client is responsible for paying all applicable taxes and / or interests thereof from time to time. Further, Client shall calculate the tax liability under section 194 (O) of the Income Tax Act, 1961 and pay to the GoI using mjunction’s TAN (Tax Deduction and Challan Account Number) and shall share the challan along with details within the statutory time period to enable mjunction to file the TDS returns.

4. Client Inputs

Subject to the confidentiality provisions of this Agreement, the Client shall provide all necessary information to the Service Provider and make its personnel available by teleconference or any other suitable means and provide appropriate instructions and inputs as Service Provider may reasonably request in order to permit Service Provider to perform the Services under this Agreement. Service Provider shall not be liable for any breach in the performance

standards of the Services if the Client fails in its obligation to provide Client Inputs as stated herein provided the Client has been given sufficient time to comply with such request.

5. Change in Scope of Services

The Client will give 1 months' notice in case there is a requirement for change in the scope of Services so as to enable Service Provider to assess the impact of such change on the services required, timelines and other related commercial factors for the performance of Services by the Service Provider and discuss the same with the Client, to the extent that the Parties mutually agree to the change/s in the scope of Services and/or the corresponding commercial understanding. e-Procurement Solutions Implementation Service Schedule shall stand modified, provided such change/s is mutually agreed to by the Parties in writing. The Client will compensate the Service Provider, in case of enhancement in the scope of services upon mutual agreement.

The Client and the Service Provider shall enable joint sign-off on all documents related to change requests, modification of functionalities, new development beyond approved URS and/or any step which might have a perceptible impact on progress of project implementation.

The client shall undergo the online training process after Go-live .

6. Client's Obligations & Rights

In order to enable Service Provider to provide the Services, the Client shall have the obligations as specifically stated in the e-Procurement Solutions Implementation Service Schedule. The Client shall review the performance of Service Provider at such intervals as may be convenient to it and shall intimate its findings and requisitions, if any, to the Service Provider. However, in the event of failure on either of the parties to comply with their respective obligations, shall be treated as a valid ground for termination of this Agreement.

7. mjunction's Obligations

- 7.1. mjunction shall secure information provided by the Client and shall provide necessary training and technical support to the Client and / or its personnel of various functionalities of its platform proprietary software system and tools. mjunction shall provide access to their portal / platform without any interruptions and shall ensure that the results obtained by use of mjunction analysis shall be error free.
- 7.2. mjunction shall not in any way, offer directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits to any employee which are intended to or perceived to obtain business or uncompetitive favours for the conduct of its business excepting nominal gifts which customarily given and are of commemorative nature for special events.
- 7.3. mjunction undertakes that it shall at all times during the term of this Agreement provide uninterrupted Services with specific emphasis to timely rendering of services;
- 7.4 Delay and degradations of performance by mjunction for reasons attributable to any acts or omissions of the Client shall not constitute a failure by mjunction to comply with the service levels or performance standards.

8. mjunction's IP

- 8.1. "Intellectual Property Rights" mean all (a) copyrights and copyrightable works and neighboring rights; (b) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing), URLs and Internet domain names, together with all

goodwill associated with each of the foregoing; (c) letters patent, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) (d) registrations, applications and renewals of any of the foregoing; (e) trade secrets; (f) know-how; (g) Text published in the web pages; and (h) other intellectual property or industrial property rights throughout the universe and arising or recognized under the laws of any nation or by virtue of any international or bilateral conventions or treaties.

- 8.2. As between the Parties, mjunction (or its affiliates, as applicable) owns all right, title and interest in and to (a) its Intellectual Property Rights ("mjunction's IP"), (b) the source materials (including, without limitation, all images and electronic versions thereof), and all Intellectual Property Rights and industrial property rights in or related thereto, (c) all passwords and user IDs, and, (e) to the extent not included in the foregoing (and provided that the same do not otherwise constitute Client's property), the look and feel and all content, text, graphics, images, illustrations, multimedia images or animation, files and other audiovisual or other works or materials or objects included in, accessed through or displayed, generated or served by the mjunction systems, gateways or portals, and all Intellectual Property Rights in or related thereto.
- 8.3. mjunction hereby grants the Client a non-transferable, non-exclusive, non-assignable royalty free sub-license to use the software and the user interface for viewing and otherwise using the Portal and its Services as specified herein, and for no other purpose. All rights, title and interest in and to the software, user interface and content made available from, on or through this website shall belong to mjunction or its third-party providers or suppliers, including all modifications thereof and enhancements thereto. The software and user interface made available from, on or through the Portal shall not be copied, modified or distributed by the Client, nor shall derivative works be prepared there from. The license granted pursuant to the Terms and Conditions is solely for the internal use of the Client as agreed with mjunction and shall not be used for any other purpose within and outside of the Client's organization. The Client shall not reverse engineer, decompile, or otherwise translate, in any way, the software and user interface made available from, on or through this website. The Client shall have no right or claim of right to the software or any unique ideas found on the Portal. No ownership rights are granted to the Client hereunder and no title is transferred hereby.
- 8.4. mjunction shall own, retain and have all right, title and interest (including ownership of copyright) in and to modifications or enhancements of mjunction's IP, information and systems or other software platform, tool, testing tools, know-how, methodologies, processes, technologies or algorithms and related documentation owned by mjunction, or licensed or leased by mjunction, and used to provide the Services and relating to the Portal. To the extent that the Client has any right, title or interest in and to such modifications or enhancements arising from any efforts of the Client towards such modifications or enhancement, mjunction irrevocably assigns, transfers and conveys (and shall cause its agents and employees to assign, transfer and convey) to the Client without further consideration all of its (and their) right, title and interest (including ownership of copyright) in and to such modifications or enhancements. mjunction acknowledges (and shall cause its agents and employees to acknowledge) that the Client, and the assigns of the Client, shall have the right to obtain and hold in their own name any copyrights in and to such modifications or enhancements. mjunction agrees to execute (and shall cause its agents and employees to execute) any documents or take any other actions as may be necessary, or as the Client may request, to perfect the Client's ownership in any such modifications or enhancements. With respect to any third-party software or documentation licensed or leased by mjunction, the provisions of such third-party software or documentation licensed or leased shall not apply as between the Client and mjunction.
- 8.5. The Client shall not commit any act or omission which may conflict with the mjunction's IP rights.
- 8.6. In the event of termination of this Agreement, the Client shall immediately transfer (by way of assignment or otherwise) in perpetuity to mjunction all the information and mjunction's IP owned by mjunction or jointly by the Parties and any other information pertaining to the scope of this Agreement that may be required by mjunction.

9. Damages and Indemnification

Each Party agrees to indemnify, hold harmless, and defend the other party and their parent companies, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, sub-contractors acting in their capacity of providing services to the other, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by the Indemnified Party in connection (a) use hereunder and /or engagement in transactions on the Portal including software, tools, systems, , but not limited to, failure of any products to meet specifications or breach of representation or warranty, (b) failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of products or technology) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) breach of any of its obligations set forth in this Agreement; and (d) infringement claims asserted against each Party based on use of intellectual and informational property; and (e) each Party's agreements or transactions with third party providers.

Neither of the Party shall settle any such claim without the written consent of the other, which such consent shall not be unreasonably withheld.

10. Limitation of Liability

- 10.1 Either party, its officers, affiliates, directors, employees, shareholders and agents, shall not be liable to the other party or any third party for any, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof.
- 10.2 mjunction's liability to the client or any third party in any circumstances is limited to the amount which shall not in any event exceed the monthly fee of the immediately preceding two months provided the amount shall not exceed the 10% of total annual invoicing value for the services giving rise to such liability. The amount of annual invoicing value will be reconciled at the end of 1st year. In the event of such liability, the client shall have a right to withhold 10% of each disputed invoice and release the same at the end of 1st year after reconciliation.

11. Force Majeure

- 11.1. Neither mjunction nor the Client shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including any act of God, governmental act, act of any regulatory authority, supervening illegality, war, malicious damage, fire, flood, explosion, power blackout, pandemic, epidemic, breakdown of any equipment, loss of utility, civil commotion, industrial dispute, acts or omissions of telecommunications or data communications operators or carriers or of any other third parties or, in relation to mjunction (to the extent not directly attributable to mjunction's gross negligence), any technical or other problems affecting any operation of the Services (a "**Force Majeure Event**"). The affected Party shall promptly notify the other Party orally or in writing, as the circumstances warrant, of the cause and the Force Majeure Event and its likely duration. If performance is not resumed within thirty (30) days after the Force Majeure Event, either Party may terminate this Agreement.
- 11.2. On the occurrence of any Force Majeure Event, mjunction and the Client shall use reasonable efforts (including emergency fixes and workarounds) to perform its obligations under this Agreement during the period of suspension.
- 11.3. If Force Majeure Event extends beyond a period of 90 days, then the Party invoking Force Majeure clause shall have the right to terminate the Agreement immediately by giving written notice.

- 11.4. No Force Majeure Event shall be considered to be a ground for non-payment of dues by the Client if mjunction has rendered the services as per the terms of this Agreement. However, no additional costs shall be borne by the Client for delayed payments due to Force majeure event.

12. Confidentiality

"Confidential Information" shall mean and include:

- i. mjunction Confidential Information" which shall mean and include (a) any information of mjunction not generally known to the public (i) which mjunction marks as, or claims to the Client to be, trade secret information, (ii) which is recognizable by its nature to be a trade secret or proprietary, or (iii) which the Client knows is deemed by mjunction to be its trade secret or proprietary information, including mjunction's IT systems, Portal, website and all intellectual property rights included therein, user IDs, passwords, and digital certificates, standard operating procedures and any other proprietary information concerning mjunction, its sales, personnel or accounting procedures, accounts, operations, devices, techniques, methods, business plans, software (regardless of its state of completion or form of recordation), data processing programs, data bases, models, product proposals, internally devised technology, system or network architecture or topology, secret processes, products, capacities, systems, security practices, research, development, machines, inventions, and research projects and other means used by mjunction in the provision of Services to the Client and in the conduct of business, whether developed, acquired or compiled by mjunction and (b) mjunction's product proposals, financial information, data, source or object code, documentation, manuals, studies, customer and product development plans and any other materials or information based thereon and information regarding mjunction, mjunction's businesses plans, mjunction's other customers, policies, procedures, and products; all data, reports, analysis, marketing strategies, sales estimates, and performance results, developed or derived in connection with the operation of the Portal (c) All client's and bidding customer's properties, documents and records used for business purpose of mjunction and all intellectual property rights of mjunction.
- ii. "Client Confidential Information" which shall mean and include any information of the Client not generally known to the public (i) which the Client marks or does not mark when shared with mjunction as, or claims to mjunction to be, trade secret information, (ii) which is recognizable by its nature to be a trade secret or proprietary or (iii) which is reasonably deemed to be client's trade secret or proprietary information, including the Client's systems, customer data, any trade secrets or proprietary information concerning the Client, its sales, personnel or accounting procedures, accounts, operations, devices, techniques, methods, business plans, software (regardless of its state of completion or form of recordation), data processing programs, data bases, models, product proposals, internally devised technology, system or network architecture or topology, secret processes, products, capacities, systems, security practices, research, development, machines, inventions, and research projects, and other means used by the Client in the provision of services to its customers and in the conduct of business, whether developed, acquired or compiled by the Client as the case may be.

12.1. Use of Confidential Information

- i. Receiving Party (the Party which receives Confidential Information from the other Party) shall treat Confidential Information with at least the same degree of care as Receiving Party uses for its own Confidential Information, and in any event not less than reasonable care, and shall not use, disclose, commercially exploit, duplicate, copy, transmit or otherwise disseminate or permit to be used, disclosed, commercially exploited, duplicated, copied, transmitted or otherwise disseminated such Confidential Information at any time prior to, during or after the termination or expiration of this Agreement, except as expressly permitted under this

Agreement. Receiving Party shall use Confidential Information for the purposes authorized by this Agreement and for no other purpose. Receiving Party shall not remove any copyright notice, trademark notice or proprietary legend set forth on, or contained within, any of the Confidential Information. In no event shall Receiving Party (i) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party (the Party furnishing its Confidential Information to the other Party) or (ii) refuse for any reason to promptly provide the Confidential Information of the Disclosing Party to the Disclosing Party upon its request (excluding copies of such Confidential Information as may be necessary to be retained by Law or Regulatory Requirements)..

- ii. In the event of any unauthorized possession, use, knowledge or disclosure of any Confidential Information, the Receiving Party shall:
 - a. promptly notify the Disclosing Party;
 - b. promptly provide the Disclosing Party details thereof, and use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence thereof; and
 - c. Use reasonable efforts to cooperate with the Disclosing Party in any litigation and investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights in such Confidential Information.

12.2. Disclosure to Employees and other Parties

Receiving Party shall disclose Confidential Information to employees, independent contractors, subcontractors, attorneys, accountants and other professional advisors only to the extent such persons have a need to know such Confidential Information for the purposes described in this Agreement, and provided (a) each such person shall either be legally bound to comply with the confidentiality obligations mentioned in this Agreement, (b) Receiving Party shall take all reasonable measures to ensure that Confidential Information of the Disclosing Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and employees and (c) the Receiving Party shall assume full responsibility for the acts or omissions of the third Party receiving the Confidential Information.

12.3. Exceptions

- i. The obligations set forth in this clause shall not apply to information which (i) is or becomes publicly available through no action of the Receiving Party, (ii) is in the Receiving Party's possession independent of its relationship with the Disclosing Party without an obligation of confidentiality, (iii) is independently developed by the Receiving Party without use of any Confidential Information or (iv) is obtained rightfully from a third party without an obligation of confidentiality.
- ii. This clause shall not restrict any disclosure by the Receiving Party (i) pursuant to law, regulatory requirements or the order of any court or governmental authority or (ii) if the Receiving Party, in its judgment, determines that any such disclosure is necessary in order to comply with or avoid violation of any request by a regulatory authority, provided that Receiving Party gives prompt notice to the Disclosing Party of such order such that Disclosing Party may (1) interpose an objection to such disclosure, (2) take action to assure confidential handling of the Confidential Information or (3) take such other action as it deems appropriate to protect the Confidential Information.

12.4. Return of Confidential Information

Upon termination or expiration of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and shall purge any such Confidential Information from all computer and other data storage systems, and confirm to the Disclosing Party in writing that it has done so; provided, however, that Receiving Party shall not be required to return or purge any Confidential Information that it is required to retain pursuant to law or regulatory requirement. Additionally, either Party's legal department may retain one copy of the Confidential Information for archival purposes, subject to the Terms and Conditions of this Agreement.

12.5. Injunctive Relief

Each of the Parties (a) acknowledges that any use or disclosure of Confidential Information in violation of this Agreement may cause irreparable injury to the Disclosing Party for which other remedies at law would be inadequate and (b) agrees that a Disclosing Party shall have the right to seek injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of the Confidential Information in violation of this Agreement.

12.6. Data Security

The Parties shall implement and maintain the security safeguards and standards set forth in **SCHEDULE – 3 (“Data Security Policy”)** with respect to (a) transactions and data transmitted between mjunction and Client and (b) Client/ mjunction data in the possession of mjunction/ Client. Such security safeguards and standards shall be no less rigorous than those which each Party uses to protect its own data of a similar nature. Each Party shall notify the other Party of any breach of security relating to data.

13. Representations And Warranties

13.1. mjunction Representations and Warranties- mjunction hereby represents and warrants to Client that:

- a. It is an entity validly existing and in good standing under the laws of India;
- b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; and
- c. Subject to the obligations of the Client specified herein, it is duly licensed, authorized or qualified to do business or the transaction of business of the character transacted by it.

13.2. Client Representations and Warranties-Client hereby represents and warrants to mjunction that:

- a. It is a Private Limited Company validly existing and in good standing under the laws of India;
- b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. It is duly licensed, authorized or qualified to do business or the transaction of business of the character transacted by it hereunder;
- d. It has the right to grant the intellectual and informational property rights at issue under this Agreement and that such grants do not infringe the rights of any third party;
- e. It can form legally binding contracts under applicable law.

14. Publicity

Neither Party shall utilize the name, trademark or proprietary indicia of the other Party in any advertising, press releases, publicity, presentation, marketing or other materials, letters or communications, in written, oral or electronic form, beyond the period of engagement without the prior consent of such other Party.

15. Consents, Approvals and Requests

The Parties shall give all consents and approvals as may be required under this Agreement and such consents and approvals shall not be unreasonably withheld or delayed, unless stated otherwise in this Agreement. Each Party shall make only reasonable requests under this Agreement.

16. Term and Termination

16.1 Term

This Agreement shall commence on execution by both Parties. This Agreement shall remain in effect for a period of _____ years, and shall be renewable for such further period (s) on such terms and conditions as may be mutually agreed by the Parties in writing.

16.2 Termination

16.2.1 Termination for Cause

If mjunction fails to perform any of its material obligations under this Agreement and does not cure such failure within 15 (Fifteen) days of receipt of a notice of default from Client, then Client may, by giving at least 90 (Ninety) days written notice to mjunction from the end of such cure period, terminate this Agreement. Provided however that Client shall be liable to pay all fees and charges accrued and due to mjunction upto termination.

If Client fails to perform any of its material obligations under this Agreement and does not cure such failure within 15 (Fifteen) days of receipt of a notice of default from mjunction (or, in the case of a failure to make payments due to mjunction, then mjunction may, at the end of such cure period, by giving written notice to Client terminate this Agreement as of the date specified in such notice of termination. Provided that mjunction shall have the right to terminate this Agreement forthwith if any fee or dues remain unpaid to mjunction for more than 60 (sixty) days.

16.2.2 Termination for convenience

Either Party shall have the right to terminate this Agreement for convenience by giving the other Party at least 30 (Thirty) days' notice provided that in the event the Client terminates the Agreement for convenience, the Client shall be liable to pay all costs and expenses incurred or suffered by mjunction as a result thereof, in rendering the Services under this Agreement, till the date of such termination.

17 Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors. mjunction shall not assign, transfer, convey, or otherwise dispose of this Agreement or their right, title, or interest

therein to any third party without the prior written approval of the Client. Notwithstanding the foregoing, mjunction shall not be restricted from subcontracting any of the Services to any third party or any of its affiliates. The Client shall be entitled to assign, transfer, convey, or otherwise dispose of this Agreement or their right, title, or interest therein to any its affiliate group companies.

18 Independent contractors

The Client and mjunction are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

19 Further Assurances

Each Party shall take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by the other Party in order to complete the transactions contemplated hereunder and to carry out and confirm the Parties' intent hereunder.

20 Severability

If any one or more provision of this Agreement is declared invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

21 No Waiver

No waiver by any Party of any provision of this Agreement in any instance will be effective unless in writing, signed by the affected Party, and no such waiver shall constitute a waiver as to any other provision of this Agreement in any other instance.

22 Dispute Resolution

- 22.1 Any dispute arising under this Agreement shall be considered first in person or by telephone by designated representatives and resolved through mutual discussion within 10 (ten) days of receipt (the date of receipt, the "**Dispute Date**") of a notice addressed to the applicable representative from the other representative referencing this clause and specifying the nature of the dispute. If for any reason, including a failure to meet or communicate, the representatives have not resolved such dispute to the satisfaction of the Parties within 15 (fifteen) days after the Dispute Date, then each of the representatives shall immediately refer such dispute to a steering committee, that shall comprise at least 2 (two) senior executive designees each of the Client and mjunction. The Parties' designees to the steering committee shall make a good faith attempt to consider and resolve such dispute in person or by telephone within 15 (fifteen) days of a dispute being referred to it.
- 22.2 If a dispute cannot be resolved as provided in this sub-clause, then either Party may submit the dispute to arbitration as described below.

If either Party opts for resolution of the dispute through arbitration, it will, at the end of 15 (fifteen) day period indicated in sub-clause 22.1 above, indicate the same to the other Party. The Parties may, upon mutual written agreement, submit the dispute for binding arbitration to a single arbitrator. If the Parties fail to reach an agreement on the dispute by the single arbitrator then it shall be referred to arbitration by a panel of three arbitrators, each Party nominating one arbitrator and the arbitrators nominating the umpire. Such arbitrators shall be competent in any technical, legal or relevant subject matter involved in the dispute. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 in effect at the time of arbitration, except as they may be modified herein or by mutual consent of the Parties. The seat of the arbitration shall be at Kolkata, India and it shall be conducted in the English language.

23 Applicable Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to dispute resolution and arbitration provisions herein, the competent courts of Kolkata shall have exclusive jurisdiction in relation to this Agreement.

24 Language

English language shall be used in all written communication between mjunction and the Client with respect to the Services to be performed under this Agreement and with respect to all documents supplied by mjunction in connection with this Agreement.

25 Headings

The headings of the articles, clauses and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of this Agreement.

26 Entire Agreement; Amendment; Counterparts

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter contained herein. This Agreement may be amended or modified from time to time but only by an agreement in writing signed by both Parties. This Agreement supersedes any prior agreements and understandings between the Parties with respect to the subject-matter contained herein. In the event any other document is issued by the Client or by mjunction which contains any terms and/or conditions which are conflicting with the terms and conditions of this Agreement, such terms and/or conditions, to the extent of inconsistency with this Agreement shall be held to be void. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

27. Non-payment

mjunction shall have the right to withhold the delivery to the Client or to any of the Client's directors, officers, employees, owners, agents, representatives, assignees or successors all Services, documentation concerning or resulting from the Services provided by mjunction including management reports and any Services related output if the Client fails to make payment of the undisputed invoices, until all fees due and payable have been brought current. If mjunction exercise its right under the terms of this Agreement to withhold Services pursuant to this Agreement by giving a notice of 15 working days in advance, mjunction shall not be liable for any losses suffered

by the Client as a result thereof. Client expressly releases and discharges mjunction from any such liability as timely payment of mjunction's invoices is entirely within the control of the Client. However, this clause shall not be applicable in the event the cause for non-payment of undisputed invoices within a period of 60 days from the date of resolution is received both the parties in writing.

28. Notices

Any notice, claim, demand, request or other communication required or permitted under this Agreement shall be valid and effective only if given by written instrument that is (i) sent by email of the authorized personnel or (ii) personally delivered, or (iii) sent by registered or certified mail (return receipt requested), postage prepaid, or reputed courier, addressed as follows:

If to mjunction, to:

mjunction services limited

Name: Mr.

Address: Corporate Office: Tower 1, 3rd Floor, Godrej Waterside, Plot No. 5, Block DP, Sector -V, Salt Lake, Kolkata -700091.

If to the Client, to:

Name:

Address:

Any notice, claims, demand, request or other communication given as provided in this clause, if given personally, shall be effective upon delivery, and if given by mail or courier shall be effective upon receipt and if given by email will be effective on receipt. A Party may change the address at which it is to be informed by giving a notice in writing to the other Party.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

Signed and Delivered
for **mjunction Services Limited**
By the hand of

Signature:

Name: Dipankar Mukherjee
Designation: **Associate Vice President**

Address: Godrej Waterside, 3rd Floor,
Tower 1, Block DP, Sector V
Salt Lake, Kolkata – 700091

Witness 1:

Signature:

Name:

Designation:

Address:

Date:

Witness:2

Signature: _

Name:

Designation:

Address:

Date:

Signed and Delivered
for **XXXXX**

By the hand of

Signature:

Name:
Designation:

Address:

Witness 1:

Signature:

Name:

Designation:

Address:

Date:

Witness:2

Signature: _

Name:

Designation:

Address:

Date:

SCHEDULE - 1
Scope of Work

SCHEDULE - 2
Commercial Terms and Conditions

Fees / Service Charges Payable:

XXXX agrees to make the payment to service provider towards the service charges on the completion of following milestones/activities as given below:

Sl. No.	Description of Cost	In Rupees	Remarks

Rate mentioned above shall remain firm for XXX years period from the date of this Agreement.

SCHEDULE - 3
Data Security Policy

1. Definitions:

- (a) **“Authorized Employees”** means mjunction’s employees who have a need to know or otherwise access private data to enable mjunction to perform its obligations under this Agreement.
- (b) **“Data”** means (i) Data provided to mjunction by or on behalf of Other Party; (ii) Data created by mjunction based on data in sub-section (i), above.
- (c) **“Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, private data transmitted, stored or otherwise processed
- (d) **“Data Subject”** means a natural or juridical person sharing or disclosing any data to the Parties including private data.
- (e) **“Other Party”** means mjunction or any party with whom mjunction enters into any agreement which may be a client or a service provider to mjunction.
- (f) **“Parties”** means and includes mjunction, Other Party and their subcontractors.
- (g) **“Private Data”** means information, documents, records relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person obtained electronically or otherwise by any party.
- (h) **“Processing”** of Data including its grammatical variations shall mean and include any operation or set of operations which is performed upon Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- (i) **“Subcontractor”** means a third party, approved by mjunction, to whom mjunction has delegated or subcontracted any portion of its obligations under any agreement.

- 2. The Parties hereby agree to have in place technical and organizational measures to ensure the security and confidentiality of private data in order to prevent any data breach.
- 3. The Parties hereby makes best efforts to ensure that its employees and its Subcontractors do not disclose Data to third parties without having first received express written approval from mjunction. The Parties, including their personnel, shall view and process data only on a need-to-know basis and only to the extent necessary to perform obligations under an agreement and subject the Data Subject’s express written instructions.

4. The parties shall always keep in place technical and organizational measures to ensure the security and confidentiality of Data in order to prevent, among other things: (i) accidental, unauthorized or unlawful destruction, alteration, modification or loss of private data, (ii) accidental, unauthorized or unlawful disclosure or access to private data, (iii) unlawful forms of Processing. The security measures taken are in compliance with applicable data protection regulations and shall be adapted to the risks presented by the Processing and the nature of the Data to be Processed, having regard to relevant factors, including technology and the cost of implementation. The Parties shall immediately inform Other Party of any breach of this security and confidentiality undertaking, unless prohibited from doing so by law.
5. The Parties further agree that it shall respectively maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Service Provider's officers, partners, principals, employees, agents or contractors.
6. Parties shall:
 - a) Designate an authorized employee who shall serve as the data subject's primary security contact and shall be available to assist the data subject at all business days of the week as a contact in resolving obligations associated with a data breach.
 - b) Notify customer of a data breach as soon as practicable, but not later than twenty four (24) hours after such data breach has been identified by the respective Party.
 - c) Extend support and cooperation to the data subject as well as among themselves to investigate such breach and effectively work towards resolution of the same.
 - d) Render access to each other's data security mechanisms in place to identify areas of improvement in data security and recommend best ways to implement the same.
 - e) Shall indemnify the other party for all costs, losses or damages caused to the other party due to any data breach leading to an adverse action by the data subject. Such obligation to indemnify shall only arise if the data breach occurred due to such negligence of one party that the other party could not have reasonably apprehended or if so apprehended has made such negligent party aware of the possibility of such negligence.
7. The Parties shall take all measures necessary to ensure compliance by their personnel with the obligations relating to Other Party's Data, and requires its personnel as a condition precedent to having access to Other Party's Data to agree to comply with the obligations of this "Data Protection Policy". Other Party may also require mjunction, as a condition of participating in specific assignments, to sign individual confidentiality agreements that are tailored for specific assignments. mjunction and its Subcontractor shall comply with all applicable laws and regulations pertaining to Data protection.
8. Upon termination or expiration of an agreement with the Other Party, for whatever reason, mjunction and its Subcontractor shall cease processing any and all Other Party Data. It shall return such Other Party Data to the Other Party, together with any copies or reproductions thereof, or destroy such Other Party Data, at the request of the Other Party, per terms and conditions mutually agreed.
9. Any Party's failure to comply with any of these provisions, is a material breach of this Agreement. In such event,

each party may terminate the Agreement effective immediately upon written notice to the Other Party.

Contacting Support:

mjunction Services limited HELPDESK contact information:

Address & Contact:

3rd Floor, Godrej Waterside Building, Sector 5, Kolkata – 700 091

Escalation Matrix: (Contact information phone and email details of module wise)

Escalation	1ST LEVEL	2ND LEVEL	3RD LEVEL
Name of contact person			
Mobile No			
Email			