

## Purchase Order

<b>MARKET XCEL DATA MATRIX PVT LTD</b> - NEW DELHI ,16, SANT NAGAR, ,EAST OF KAILASH, ,110065 ,INDIA , Your Vendor Number With Us 2110004071 PAN No : AAECM5086D State of Registration : Delhi GSTIN : 07AAECM5086D1ZI	PO Number / Version PO-24-04-040526
Communication Address Tata AIA Life Insurance Company Limited. 9th Floor, B Wing, I-Think Techno Campus, Behind TCS, Pokhran Road No 2, Thane-West- 400607	PO Date 24-Apr-2024
	PO Validity 180 Days
	Payment Terms On Submission of Invoice
	Currency Indian Rupee
	Header Text / Penalty Clause Customer Portal App User Research

We are pleased to place order for following products / services with the given rates. Request you to please give your confirmation within three working days. If we do not get any communication within three days, the Purchase order will be deemed accepted.

Sr No.	Item Code	Description	HSN	Business Place	PR. No.	Delivery Date	User	Quantity	Price	Total
1	10522	Portal App UI UX Research groups	0	MH01	PR-24-04-028158	29-Apr-2024	Shweta Pandharkar	5.00000	4200.00000	21000.00
		<b>Item Text</b> Recruitment of 5 respondents via online IDIs <b>Bill to</b> 9th Floor, Tower B, I-Think Lodha Techno Campus,, <b>Ship to</b> Pokharan Road No. 2, Thane-W 400604, <b>Location</b> THANE W THANE CORPORATE - Active 400604 . GSTIN: 27AABCT3784C1ZD								
									Gross Price	21000.00
									IGST ( 18.000% )	3780.00
									Total Amount with Taxes	24780.00
2	10522	Portal App	0	MH01	PR-24-04-	29-Apr-2024	Shweta	5.00000	6800.00000	34000.00

Sr No.	Item Code	Description	HSN	Business Place	PR. No.	Delivery Date	User	Quantity	Price	Total
		UI UX Research groups			028158		Pandharkar			
	Item Text	Recruitment of 5 respondents face to face IDIs (residing in Mumbai)								
	Bill to	9th Floor, Tower B, I-Think Lodha Techno Campus,,								
	Ship to	Pokharan Road No. 2, Thane-W 400604,								
	Location	THANE W THANE CORPORATE - Active 400604 . GSTIN: 27AABCT3784C1ZD								
								Gross Price		34000.00
								IGST ( 18.000% )		6120.00
								Total Amount with Taxes		40120.00

**Total Purchase Order Value : 64900.00**

**Rupees Sixty Four Thousand Nine Hundred Only.**

### Terms And Conditions

#### TERMS AND CONDITIONS

##### 1. TOTAL VALUE

1.1. Unless otherwise specified, the total value mentioned is inclusive of all applicable taxes, duties and other amounts as specified in the Purchase Order (PO).

##### 2. DEFINITIONS

2.1. The term "SELLER" shall mean to include any Vendor, Service Provider, Supplier, Manufacturer, Bidder or Subcontractor, as the case may be.

2.2. The term "PURCHASER" shall mean Tata AIA Life Insurance Company Limited ("Tata AIA Life / TALIC").

##### 3. SCOPE OF SUPPLY AND PRICING

3.1. This PO issued by the PURCHASER to SELLER is for supply of such good(s)/ and rendering of such service(s) as specified in the PO. The service(s) rendered by the SELLER shall also include any shipment, delivery and documentation, for supply of good(s) and/or service(s) as specified in the PO.

3.2. The SELLER shall supply good(s) or render service(s) only on receipt of the valid PO.

##### 4. GOOD(S)/SERVICES(S)

4.1. The PO shall specify the total value and the rate applicable for the good(s) to be supplied and service(s) to be rendered.

4.2. The SELLER should supply good(s) and/or render service(s) as per quotation approved.

4.3. Any positive and artwork supplied/created in respect of the job(s) is/are the sole property of the PURCHASER, and the same should be maintained in good condition and order. The PURCHASER reserves the right to deduct the appropriate amount, as deemed fit at its sole

discretion, from the amounts due to the SELLER, if the positives and the artwork are misplaced/damaged/lost by SELLER.

#### 5. DELIVERY

5.1. Delivery of good(s)/rendering of service(s) shall be completed within the delivery schedule as prescribed in the PO. If at the time of delivery, the PURCHASER finds that the supply by SELLER is not as per the requirement of PO, the PURCHASER reserves the right to cancel the order and refuse to accept delivery.

#### 6. DELIVERY INSTRUCTIONS

6.1. Supply of good(s) and/or rendering of service(s) shall be arranged in consultation with the authorized person specified in the PO.

6.2. The SELLER shall provide dispatch information / details to the authorized person specified in the PO

6.3. In the event of delay in supply of good(s) or rendering service(s), penalty of 1 & max upto 10% on the total value for each day delayed shall be levied and this amount will be deducted from the invoice submitted by the SELLER.

#### 7. PACKING & FORWARDING

7.1. Charges incurred in packing and loadings are included in the total value, unless otherwise specified by the PURCHASER.

#### 8. VARIATION IN TAXES, DUTIES & LEVIES

8.1. The total value of the order shall be adjusted on account of any variation in Statutory Levies imposed by Statutory / Appropriate Authorities by way of fresh notification(s), which is applicable at the time of delivery of good(s) and/or service(s).

8.2. No other taxes, duties & levies other than those specified in the PO shall be payable by PURCHASER except incase of fresh taxes, duties & levies impose by the Statutory / Appropriate Authorities by way of fresh notification(s) subsequently to the issue of PO which is applicable at the time of delivery of good(s) and/or service(s).

8.3. Notwithstanding what is stated above, changes in taxes, duties & levies shall be applied only to that portion of PO not executed on the date of notification by Competent Authority. Further changes in taxes, duties & levies after due date of delivery shall not affect PO terms and total value.

8.4. Goods and Service Tax (GST) amount charged in invoice will be subject to reconciliation from Government portal (Form 2A) and same would be released only upon conformity of said invoice with details available on Government portal (Form 2A).

#### 9. TRANSIT INSURANCE

9.1. The Transit insurance shall be arranged by the SELLER unless otherwise specified by the PURCHASER.

#### 10. TRANSPORTATION

10.1. Transportation shall be arranged by the SELLER unless otherwise specified in the

#### 11. OCTROI

11.1. Octroi, if applicable, is included in the total value.

#### 12. VALIDITY OF PRICES

12.1. The prices of good(s) and/or service(s) covered under this PO shall be valid for additional quantities by way of amendment(s) or fresh PO#s till the validity of this PO unless otherwise there happens to be a decrease in the prices of good(s) and/or service(s).

#### 13. PAYMENT TERMS & SUBMISSION OF BILL

13.1. Payment terms as specified in PO.

13.2. Your bill along with acknowledged delivery challan, installation report/services acceptance report along with PO copy should be submitted to #Accounts Payable Department# for the payment at the address #Tata AIA Life Insurance Company Ltd., 9th Floor, Tower B, I-Think Lodha Techno Campus, Pokharan Road No. 2, Thane (W) - 400604 within 7 days from delivery of good(s) and/or rendering of service(s).

13.3. Additionally, you are required to submit the digital signed invoice by uploading the same on Purchaser's Supplier portal including acknowledged delivery challan, installation report/services acceptance report etc. as proof for delivery of goods/services along with PO

copy.

13.3 Additionally, you are required to submit the digital signed invoice by uploading the same on Purchaser's payment portal including acknowledged delivery challan, installation report/services acceptance report along with PO copy.

#### 14. NON-DELIVERY

14.1. Timely supply is the essence of this PO other than force majeure condition. In case of non-delivery within the time limit specified in the PO, PURCHASER reserves the right to procure/obtain good(s)/service(s) from alternatives sources, any extra cost incurred due to procurement from alternatives sources shall be on account of SELLER.

#### 15. ASSIGNMENT AND SUB-LETTING

15.1. The SELLER shall not assign any rights or obligation for this purchase order there under without written prior consent from the PURCHASER.

#### 16. TERMINATION

16.1. PURCHASER reserve the right to terminate the contract at any point of time giving 15 days notice without assigning reasons for such termination.

16.2. Without prejudice to the right of PURCHASER to claim L/D (loss due to delay) for non-supply of good(s)/rendering of service(s) as per clause 5 herein above. The PURCHASER shall also have additional right to terminate the contract without any compensation if PURCHASER is of the view that SELLER is not in position to improve and/or effect timely delivery of goods and/or services.

#### 17. INDEMINIFICATION

17.1 SELLER hereby further indemnifies, shall defend and hold harmless and keep indemnified PURCHASER, its shareholders, its directors, officers, managers, agents, representatives and advisors from and against any and all losses, or expenses or costs (including legal costs and attorney fees) or claims which PURCHASER may pay, incur, suffer or sustain directly or indirectly arising out of, or in relation to or howsoever connected with a breach by the Service Provider of an alleged violation of laws or regulations by SELLER as well as against all claims, suits, and proceeding instituted by the Third Party(ies) including but not limited to breach or infringement of any intellectual property rights, etc.

#### 18. WAIVER

18.1. Failure of PURCHASER to exercise any of its right under the PO shall in no way constitute a waiver of these rights nor shall such failure excuse SELLER from any of its obligations.

#### 19. FORCE MAJEURE

19.1. Act of god like floods, earthquakes and occurrences such as war riot etc, totally beyond the control of SELLER shall only be considered as force majeure conditions.

#### 20. JURISDICTION

20.1. All dispute arising shall be subject to the Mumbai jurisdiction.

#### 21. VALIDITY

21.1. This PO shall be valid for the period as specified.

#### 22. TDS

22.1. Tax will be deducted as per the applicable rate including any amendments thereto, at the time of release of payment.

#### 23. SELLER Warranties and Responsibilities:

23.1 The SELLER hereby represents and warrants that it shall not violate any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights throughout the tenure of the PO.

23.2 The SELLER further warrants that, during the term of this PO, the materials and services to be delivered or rendered hereunder, will be

of the kind, quality and timeliness designated as per the required quality and schedule standards and shall meet specifications as well as manners as determined in the PURCHASER's sole and exclusive discretion and communicated to the SELLER from time to time.

23.3 The employees of the SELLER shall continue to be the employees of the SELLER and work under its directions and shall not become or claim any employment from PURCHASER by virtue of providing the Services, irrespective of the location of their work.

23.4 The SELLER agrees, represents and warrants that no officer of the PURCHASER, its director, employee or immediate family member thereof has received or will receive anything of value of any kind from the SELLER or its officers, directors, employees or agents in connection with this PO; and that none of them has a business relationship of any kind with the SELLER, its Personnel or any of its other officers except that as are disclosed to PURCHASER. (e) The SELLER warrants and represents that it has obtained all the necessary and statutory registrations, licenses, permissions, authorizations as may be required for providing the services covered in this PO. The SELLER warrants that it would be obligatory on its part to comply with the provisions of all statutes, ordinance, rules and regulations applicable to the services agreed to be provided pursuant to this PO. (f) The SELLER shall be solely and absolutely responsible and answerable for payment of monetary and non-monetary benefits to its employees who are deputed for providing service to the Company. (d) SELLER represents to PURCHASER, that it has the rights to use all materials provided to PURCHASER and that none of the materials provided infringe upon the intellectual property rights or other rights of any third party.

23.5 The SELLER shall be responsible to comply with all the terms and conditions of the contract / purchase order and its deliverables. In the event, the PURCHASER notes any error or regulatory breaches on account of any act of omission and / or commission on part of the SELLER, in the deliverables and do not take steps or rectify in a reasonable time and fails to notify the same to the PURCHASER, the SELLER shall be held responsible for such act of omission and commission. In such situation, the PURCHASER shall be entitled to be indemnified by the SELLER against the loss, if any incurred by the PURCHASER or levy such penalty on SELLER as may be appropriate in this regard.

23.6 Sanctions: SELLER represents, warrants and covenants that neither itself nor any SELLER's Affiliate: (i) is subject to any sanctions (including but not limited to asset freeze sanctions) imposed by the United Nations, European Union, the United Kingdom, the United States or any country with jurisdiction over the Services (?Sanctioned Person?); (ii) is organised, headquartered or ordinarily resident in a country or territory that is subject to comprehensive economic or trade sanctions imposed by the United Nations, European Union, the United Kingdom, the United States or any country with jurisdiction over the Services (?Sanctioned Country/Territory?); and (iii) derives a material portion of its profits or revenues from business involving a Sanctioned Country/Territory. SELLER shall not, and shall ensure that its Affiliates do not, deal directly or indirectly with any Sanctioned Persons or entities organised, headquartered or ordinarily resident in a Sanctioned Country/Territory in connection with this Agreement or any SOW.

23.7 Breach of Sanctions Requirements: SELLER agrees to inform PURCHASER of any circumstances which may constitute a breach of Section 23.6 (Sanctions) as soon as it becomes aware of such circumstances at any time during the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, PURCHASER shall have right to terminate this PO or any SOW without incurring any liability towards SELLER in the event that SELLER breaches Section 23.6 (Sanctions).

#### 24. Confidentiality:

24.1 Confidential Information shall include all material non-public information, written or oral, disclosed (directly or indirectly] through any means of communication or observation by the Disclosing Party or any of its affiliates or representatives to Recipient or for the benefit of the Disclosing Party. (b) "Confidential Information" means all confidential or proprietary information received by either party relating to any: use, process, method, compounds, formulations, clinical data, test results, formulas, models, flow charts, software, source code, price lists, marketing plans, pricing policies, business plans, financial information and projections, employee files, trade secrets, suppliers' identities, products, marketing techniques, research projects, whether oral or in any media or form. (c) The parties acknowledge that each of them may have access to confidential and proprietary information, which relates to the other party's business (the "Confidential

Information"). Each party agrees to preserve and protect the Confidential Information and not to disclose or use any applicable Confidential Information without the prior written consent of the other party; provided, however, that any party hereto may disclose to any other party or use any information which is : (i) already publicly known; (ii) discovered or created independently of any involvement with such party; (iii) otherwise learned through legitimate means other than from such party; or (iv) independently created by the receiving party without reference to the other party's confidential information. Moreover, any party may disclose any Confidential Information to such party's agents, attorneys and other representatives or any court or competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties hereto. Both parties agree all aspects of this contract are confidential and shall not be disclosed to any third party. Data Security: The SELLER warrants that it has necessary security policies, procedures and controls to protect confidentiality and security of confidential information and customer data.

#### 25. Audit and Inspection

25.1 PURCHASER or its representatives or its Regulator or its authorized inspecting authority, for the purpose of verifying SELLER's books, records, information which facilitates to discharge their statutory duties and obligations, shall during normal business hours and upon reasonable notice inspect and audit compliance in respect with this PO. The SELLER shall disclose the required information during Audit / Inspection. The SELLER shall take necessary actions arising from the Audit/Inspection findings. Non-Compliance of this clause shall entitle PURCHASER to terminate the contract without any notice and without settlement of any compensation thereof. This clause shall survive termination of the PO.

#### 26. Regulatory Access

26.1 The SELLER agrees to give, the authorized representatives of the Authority / PURCHASER's regulator the right [i] examine the books, records, information, systems and the internal control environment to the extent that they relate to the service being performed for PURCHASER; [ii] access any internal reports or external audit findings that concern the service being performed for the PURCHASER. 26.2 It is expressly agreed by and between Parties hereto that nothing in this PO/Contract shall neither prevent nor impede Purchaser from meeting its respective regulatory obligations, nor the IRDAI from exercising its regulatory powers of conducting inspection, investigation, obtaining information from either the Insurer or the outsourcing Seller/Service Provider.

#### 27. Business Continuity Plan

27.1 The SELLER warrants that it has and will maintain throughout the term of this PO a written business continuity plan (BCP) including a plan for disaster recovery and periodic testing of backup facilities to enable it to recover and resume the services provided by it to the other party or parties under this PO within reasonable period in the event of any disruptive event. The contingency plan shall ensure that PURCHASER gets complete access to all the records maintained with itself or its authorized person to sustain its business operations, meet statutory obligations, and provide information relating to the service, under this PO.

#### 28. Compliance with Laws

28.1 The SELLER shall comply with all applicable Laws relating to the subject matter of the PO at all times and shall keep such records and provide the evidence of compliance to PURCHASER as may be required by it.

#### 29. Due diligence at renewal stage

29.1 The renewal, if any, of the PO and / or additional scope of work, at the time of expiration, shall be conditional upon PURCHASER conducting a due diligence, inter alia, deemed as appropriate to the specific nature and circumstances of the activities undertaken by the SELLER.

#### 30. No Other Warranties

30.1 Beyond the warranties provided in the PO, PURCHASER makes no other warranties. PURCHASER expressly disclaims any warranty of merchantability or fitness for a particular purpose.

#### 31. Insurance



31.1 The SELLER shall maintain at its own costs, throughout the tenure of arrangement, adequate Insurance coverage, including but not restricted to, Comprehensive General Liability Insurance covering accidental losses, bodily harm, injury, death of all individuals employed/assigned by SELLER to perform the services. (b) The SELLER shall also take, at its own costs, take fidelity insurance. (c) The SELLER further undertakes, at its sole expense to provide for adequate insurance of all property, individuals, employees, agents or persons assigned to perform the services under this PO, as may be required by PURCHASER from time to time. (d) The SELLER undertakes to provide such documentary proof of compliance to PURCHASER. The SELLER shall promptly notify the Company of any actual or potential claim under any of the Insurance policies.

### 32. Intellectual Property Rights

32.1 The mark, trade mark, service mark, trading name, trading style, trade description, design, insignia and logo associated with the Tata AIA Life Insurance Co. Ltd., and any additions, substitutes or derivatives thereof (hereinafter referred to collectively and/or severally as "the Mark") shall solely and exclusively belong to the Company and the SELLER shall not use the same in any context.

32.2 The SELLER shall obtain all necessary government permissions including but not limited for organizing events such as live performances, product launches, disc jockey, music events, etc. The SELLER shall at its cost and charges, obtain all the required licenses / permissions / No objection certificates (NOC's) prior to the event from the necessary authorities / agencies / Societies for providing the required services. PURCHASER shall not be liable to obtain any such licenses, permissions, NOC. Copies of all relevant government permissions should be submitted to PURCHASER at least 24 hours prior to the event failing which PURCHASER reserves the right to terminate the PO or cancel the Event / PO / Agreement.

In case of any such expenses are claimed by any third party from the PURCHASER or PURCHASER incurs such expenses or is required to pay on behalf of the SELLER, then in such events, the PURCHASER shall be authorised to adjust/recover such amount from amount due to SELLER and/or SELLER shall reimburse all such expenses to the PURCHASER.

### 33. Business Ethics & Code of conduct

33.1 It is a condition of this assignment as well as of the continued relationship that the SELLER will in their business relation observe high levels of legality and business ethics. The SELLER is familiar and will strictly comply with all laws and regulations on payment of minimum wages, bribery, corruption, and prohibited business practices. The SELLER and its affiliates have not and will not offer, promise or make or agree to make, directly or indirectly, any payments or gifts (of money or anything of value) to anyone for the purpose of influencing, or inducing anyone to influence decisions in favor of, itself or any of its Affiliates. PURCHASER will not reimburse SELLER for any amount including political contributions, payments or gifts. The SELLER agrees to read, abide by and adhere to the Code of Conduct for Vendors' policy as prescribed by PURCHASER from time to time, more fully set out at <https://www.tataaia.com/code-of-conduct-for-vendors.html>. The SELLER shall be bound by the norms of ethical business practice, labour standards, health and safety, and management system as per the said Code of Conduct for Vendors.

34. The Vendor is obligated to report to Tata AIA, immediately ( not more than in 1 working day) about any system shutdown or virus attack or cyber security incident or any other inability for any reason whatsoever, that may have any actual / potential impact or may cause delay in delivering the performance of Scope of Services or may cause any potential or actual breach of confidentiality or leak or inadvertent or unauthorized disclosure of Confidential Data or information shared by Tata AIA with such Vendor. The Vendor should forthwith shut down all the connectivities with the Tata AIA's servers the moment they suspect any virus in their systems, which could potentially impact Tata AIA servers. The Vendor shall be solely responsible and liable to all the financial losses, damages, etc, if any malicious activity is detected in Tata AIA servers being attributable to the Vendor. The Vendor using systems for providing the services, shall obtain an adequate Cyber risk insurance policy to cover third party claims.

### 35. Information and asset ownership rights

35.1 All intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to

documents and other materials/ report/result which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this PO materials/ report/ result developed, created and produced or any other promotional material created in terms of this PO shall be the sole property of the Insurer unless specified therein.

#### 36. Assignment / Sub-contract

36.1 Neither party will assign or sub-contract this PO or any of their rights or obligations under this PO without the prior written consent of the other party.

#### 37. Conflict of Interest

37.1 The SELLER represents and warrants (a) No Current or Prior Conflict of Interest. That SELLER has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this PO. (b) Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this PO, the SELLER shall immediately inform the Company in writing of such conflict. (c) Termination for Material Conflict. If, in the reasonable judgment of PURCHASER, such conflict poses a material conflict to and with the performance of SELLERs obligations under this PO, then PURCHASER may terminate the PO immediately.

#### 38. Publicity

38.1 The SELLER shall not use the name and/or trademark/logo of PURCHASER, its group companies, subsidiaries, or associates in any states or marketing publication or advertisements.

#### 39. Non-Exclusivity

39.1 This PO is on non-exclusive basis and the SELLER shall not have any exclusive right to provide the Services to PURCHASER, who shall be free to engage any other SELLER/s or may entrust services similar to the Services or any part thereof to any other person/s.

#### 40. Dispute redressal mechanism

40.1 Any and all disputes and differences between the Parties arising out of or in connection with this PO or its performance (including the validity of this PO) shall, so far as is possible, be settled amicably between the Parties. Failing which the parties may recourse to Arbitration as per the PO.

#### 41. Survival

41.1 The liabilities of either of the parties under this PO shall survive even after the termination or completion of this

#### 42. Waiver

42.1 Any failure or delay on the part of either party in exercising any right or privilege hereunder shall not operate as a waiver thereof.

#### 43. Severance

43.1 If any provision of this PO is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### 44. Reverse Transition

44.1 In connection with expiration or any termination of this PO in accordance with its terms, the Parties will develop a plan, to effect the orderly transition of the Services then being performed or managed by SELLER. Such plan will be completed by the Parties within the agreed period.

#### 45. Post Termination

45.1 In the event of termination, the SELLER shall return confidential information, assets, including customer data and destroy the data from its records and the SELLER shall not have any lien on the same. SELLER should provide the PURCHASER, a data purging certificate as per format prescribed <http://tataaia.com/pdf/TandC/Data-Purging-Certificate.docx>.

#### 46. Amendment

46.1 This PO may be amended only by a written instrument executed by the party against whom the amendment is to be enforced.



#### 47. Whistle Blow

47.1 The SELLER can raise any concerns in confidence about any inappropriate / questionable business conduct or violation of Tata AIA code of conduct or any other laws, rules and regulations, that arise during the course of their doing business with Tata AIA Life Insurance Company Limited, by logging on to Company website or by writing an email at [tataaiaindia@tip-offs.com](mailto:tataaiaindia@tip-offs.com) or by calling the Ethics helpline at 000 800 100 4382 (Toll free 24X7). Tata AIA Life Insurance Company Limited is committed to provide requisite safeguards for the protection of the persons who raise such concerns from reprisals or victimization, for whistle blowing in good faith.

#### 48. Conflicting Provisions

48.1 In case of any conflict or inconsistency between any provision of this PO and the provisions contained in the main agreement, interpretations will be based on the compliances required under the regulations and accordingly the parties shall comply with the requirement.

#### 49. FINAL AGREEMENT

49.1 The terms and conditions of this PO shall be final and binding on both the parties. In the event of any other contract/agreement executed by and between Parties under this PO, the said PO shall be considered as part and parcel of the said contract/agreement which shall be co-terminus and will always be read in conjunction with the said contract/agreement and all other terms and conditions shall be governed accordingly.

This is a computerised order. No Signatures required.