



Government of National Capital Territory of Delhi

Stamp Duty Amount(Rs.)

- Statutory Alert:**
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

M/s Vivo Mobile India Private Limited, a company incorporated and registered under the Companies Act, 2013 and having its registered office at 10th & 11th Floor, Palm Springs Plaza (Complex), Village Wazirabad, Sector-54, Gurugram, Haryana-122003 and its Factory at Plot No. 08, sector 24, Yamuna Expressway, Area, Gautam Budh Nagar, Uttar Pradesh, 201310, India (hereinafter referred to as “ **Vivo/ Client/ Company**”) acting through its Authorized Representative Mr. Liu Hao vide a Board Resolution duly passed as on 5th October, 2023, which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **First Part**.

And

Market Xcel Data Matrix Pvt Ltd and having registered office at 1st Floor, A-23, JDKD Corporate, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 110044 (herein after referred to as “**Agency**”) acting through its Authorized Representative Raja Vishal Oberoi vide a Board Resolution duly passed dated...14th Feb 2024, which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **Second Part**.

“**Company**” and “**Agency**” shall jointly be referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

The Company inter alia engaged in the business of manufacturing and distribution of mobile handsets under the brand of “**VIVO**”.

Agency is an organization with vast experience in the field of Market Research Services. Further, Agency works out the market-based plans after thorough understanding of each of the markets and provide the best and fruitful result.

The Company desires to engage Agency to perform the market research services as per the deliverables and specification agreed, signed and stamped by both the parties from time to time under the scope of this Agreement through **Client Order Confirmation** or an Addendum. Further, Agency undertakes that it has sufficient manpower, relevant experience and authority to provide such services and willing to accept the engagement.

Agency undertakes and warrants that it has all the necessary license, permission an authority to be engaged by the Company for the purpose of this Agreement. Any irregularity or infirmity in the same shall make the Agency liable and shall indemnify the Company for the same.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES, REPRESENTATIONS, WARRANTIES, COVENANT, CONDITIONS AND OTHER OBLIGATIONS HEREIN AND GOOD CONSIDERATION WHICH THE PARTIES

ACKNOWLEDGE AS ADEQUATE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

DEFINITIONS AND INTERPRETATION:

In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“Agreement” shall mean this Agreement and shall include either the schedules, annexes or any attachments hereto including Client Order Confirmation and Invoice raised by the Agency to the Company for the purpose of the Project undertaken by the Company and as amended by the Parties in writing from time to time in accordance with the terms hereof.

“Client Order Confirmation” shall mean that Company here, vivo Mobile on assigning a research study to be conducted by Agency. Agency will share a comprehensive document stating scope of work, objective, timeline that are to be adhered to and Commercial factors.

“Applicable Laws” shall mean the legal requirements, including, without limitation, the tax, securities or corporate laws of India.

Unless the context otherwise requires:

The words “include” and “including” are to be construed without limitation;

Words importing the singular include the plural and *vice versa*;

Any reference to a statutory provision shall be deemed to include a reference to any rules or regulations there under and any statutory modification or re-enactment thereto;

The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;

The annexes, Client Order Confirmation **from time to time** shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the annexes; and

The clause headings are for convenience only and do not form part of this Agreement and shall not be taken into account in construction or interpretation of this Agreement.

“Project Fee” shall mean the charges payable by the Company to Agency in relation to the Services provided by Agency under this Agreement.

1. Content of the Project / Scope of the Agreement (The same shall be mentioned in detail in Client Order Confirmation from time to time)

- a) Time of performance:
- b) City of performance:
- c) Service content:
- d) Method of performance, content and requirements of Agency: as per the **Client Order Confirmation signed by both the parties which varies as per the Project undertaken by the Company.** (contained detailed and exhaustive information, deliverables etc.).
- e) Deliverables including a full report, video and audio recordings.

2. Terms of Billing

For qualitative & quantitative study the fee will be invoiced as per the Client Order Confirmation as per the project undertaken by the Company wherein the Company shall pay the 50% Advance at the time of signing of Client Order Confirmation and the remaining 50% of the invoice amount on submission of final report approved and satisfied by the Company. Further, such 50% balance shall only be paid to the Agency after the complete satisfaction of the deliverables received by the Company from the Agency. Further, where the billing terms of Agreement conflicts with Client Order Confirmation, the billing terms of Client Order Confirmation will prevail.

3. Accuracy of Survey Findings

- 3.1 The Company recognises that the figures contained in research results are estimates derived from sample surveys and, as such, may be subject to statistical error. Agency will endeavour to ensure accuracy of results and estimates provided, but does not accept responsibility for any loss, damage, or expense, whatsoever arising directly or indirectly from the use of or reliance upon research results and survey findings and analysis or any conclusions derived from such results or any actions taken by the Company or any third party in reliance on such results.
- 3.2 The Company recognises that the figures contained in research results are generated at a particular point in time and for a particular purpose as described in the Proposal. The Company recognises that the accuracy of the results is dependent on their use for the purpose described in the Proposal and use within a reasonable period of time. Agency does not accept any responsibility for any loss, damage or expense, whatsoever arising directly or indirectly from the use of or reliance upon research results and survey findings and analysis or any conclusions derived from such results or any actions taken by the Company or any third party in reliance on such results.

- 3.3 However, it is specifically undertaken by the Agency that they shall be responsible for their results and research undertaken by them under this Agreement, if the same is used by Company in the specific manner and within the timeframe as per norms of the industry.

4. Penalty:-

Agency who has been found to have seriously failed to meet their quality & specification of Services, will receive financial penalties stipulated herein this clause. On the basis of evaluation, any deviation from the scheduled delivery timeline and data quality measures, will attract a penalty of maximum 10% of the total invoiced value. In case Agency breaches the contractual obligations by failing to complete the work in time, this clause becomes operative and Agency will have to pay the Penalty.

Total amount of penalties will be deducted from Agency last balance payment.

Evaluation Matrix

Timelines Clause
Up to 5% implication of penalty on the total project value

Clause:

Adhere to the timelines agreed during documented proposal or as defined in the work-in-progress stage

Relaxation:

- No Penalty if the timelines have been impacted due to delay in the study by the client.
- No penalty for delivery of the final report within 10 working days (0 to 10 days) after the mutually agreed final date of delivery of the report (Grace Period) post-finalizing with the client.

Penalty Criteria:

- 0% penalty if the final report is delivered within 10 working days (period 0 to 10 working days) of the finally agreed delivery date
- 3% Penalty if the final report is delivered after 10 working days but before 20 working days (period- 11 to 20 working days) of the finally agreed delivery date
- 5% Penalty if the final report is delivered after 20 working days (period-21st day onwards) of the finally agreed delivery date

Testimony:

- Written communication via official e-mail ID referring to the delays (beyond the mutually agreed deliverable deadline) in order to have any penalty implication.

Data Quality Clause

Up to 5% implication of penalty on the total project value

Clause:

- Ensure the data quality at various stages
 - Follow all the QC measures as directed during the proposal stage
 - Error-free data tables/reports

Relaxation:

- No Penalty if all the QC checks are implemented- The agency is to share the proofs of the quality checks taken to ensure the data quality at various stages.
- With ‘proofs’ we mean:
 - Sharing of a pre-agreed checklist of all the QC measures taken at different stages of the study i.e., Prelaunch, fieldwork, Data processing, and reporting
 - Sharing of QC note covering the adherence to the agreed % of sample on which QC has been done for Fieldwork quality.
- No penalty if before the final submission of the report, the Company or Agency is able to spot any data errors either in standard data tables or 1st draft of the report and the Agency gets it rectified timely (i.e., before the final agreed deliverable deadline).
- No Penalty on other cohorts/cross-tabs/non-standard tables as per the additional requests (up to 5 errors)

Penalty Criteria:

- 1% penalty, if there are any leakages in implementing the quality checks (mentioned in Proposal), as per the final QC Proof.
- 4% penalty, if there are still any data errors post-final standard data tables or final report submission OR more than 5 errors in the additional data requests.

Testimony:

- Written communication via official e-mail ID referring to the checks/ measures taken to ensure data quality
- Written communication via official e-mail ID referring to errors in either data tables/reports or both.

Penalty Implication

- The penalty in total shall not exceed 10% of the overall invoice
 - Timelines: Up to 5%
 - Data Quality: Up to 5%
- The penalty will be imposed on each of the parameter(s) stated above

<ul style="list-style-type: none"> • This proportion of the penalty is to be disbursed by vivo after the completion of the study.
<ul style="list-style-type: none"> • vivo to inform about the final amount for the invoice to the vendor. <ul style="list-style-type: none"> ○ Any penalty imposed will be calculated on the overall project value and that amount will be deducted from the final invoice
<ul style="list-style-type: none"> • vivo to provide proper reasonings to the vendor for implementing any penalty

5. **Fee of the Project**

5.1. Fee:

Total: As per the Client Order Confirmation issued by the Agency to the Company from time to time as per the different Projects undertaken by the Company.

The Fee shall be exclusive of all the taxes. Company shall, however, deduct all applicable taxes including tax deducted at source, as per the statutory requirements as on date. Moreover, any changes in the governmental tax structure during the subsistence of the Agreement, it shall be borne or adjusted qua by the Company. Further, Company does not need to pay any other amount except for the explicitly agreed fee.

TDS, GST and all other statutory levy as applicable, shall be applicable on each invoice as per the applicable law. However, any delay in submitting the research report by the Agency without obtaining the approval of such delay from the company, Company reserves the right to withhold the remaining payment of fees till the date of submission of research report.

5.2 Payment details:

Bank account of Agency: Market Xcel Data Matrix Pvt Ltd

Opening Bank: HDFC Bank Ltd.

Account Name: Market Xcel Data Matrix Pvt Ltd

Account number: 50200102292442

IFSC Code: HDFC0001385

SWIFT Code: HDFCINBBDEL

MICR: 110240164

- 5.3 The Company will honour Agency invoices within 30 days from the date of the correct invoice received by the Company along with all supporting documents, if any. However, any delay in payment by the Company without obtaining the approval of such delay from the Agency, Agency reserves the right to withhold the remaining deliverables till the date of advance payment by the Company to the Agency.
- 5.4 Invoices shall be paid in the currency which is mentioned in the PI/ Invoice issued.
- 5.5 It is specifically agreed between the Parties and agency hereby undertakes to provide debit and credit notes due to Escalation or Modification of services rendered, if any, under this Agreement for the variation amounts to settle the Accounts in the Books of company. All supporting documents, invoice, bills etc. including any third-party bills etc shall be provided to company in relation to the work performed due to such Escalation or Modification of services.
- 5.6 In addition to the fee mentioned in the Client Order Confirmation, Agency will be entitled to charge fee for any out of scope work other than mentioned in Client Order Confirmation, as discussed and agreed mutually between both the parties from time to time by way of raising additional value Invoice by the Agency. The same will be charged additionally as per actual work been undertaken by them strictly on the submissions of bills, invoices and other reasonable/ relevant documents in original along with any third party bills, supporting etc.
- 5.7 The Agency shall comply with all the compliance requirements under GST law as amended from time to time. This shall include (but not limited to):
- i. Issuing invoices/ debit notes/ revised invoices/ credit notes as per the prescribed format, containing all the information as is required for the Company to avail input tax credit basis such invoices/ debit notes/ revised invoices.
 - ii. Ensuring that invoices issued by agency shall contain Invoice Reference No.(IRN) and Quick Reference Code (QR Code) generated from Government E-invoicing Portal as required by the E-invoicing provision of GST Law.
 - iii. Ensuring that the invoice issued by the Agency is received by the Company within 15 days from the date of the issuance of the correct invoice by the Agency.
 - i. Submission of periodic returns as per the GST laws within specified time lines with complete and correct details as may be prescribed.
 - ii. Deposit of tax within the due dates as may be prescribed.

Further, Agency shall continuously maintain a high GST compliance rating score as per the GST law.

The Company reserves the right to terminate this Agreement if the Agency fails to achieve/ maintain an appropriate GST compliance rating score

It is also specifically agreed that if any amount of credit, refund or any other benefit is denied or delayed to the Company or any penal charge is imposed on the Company due to:

- a) any non-compliance by the Agency, including but not limited to failure to upload details of supply on GSTN portal, failure to pay GST to the Government; or
- b) non-furnishing or furnishing of incorrect or incomplete documents/ details/ information by the Agency,

The Agency shall be liable to reimburse the loss which accrues to the Company on the aforesaid account. Alternatively, Company shall be entitled to withhold the payment of all the subsequent bills issued by the Agency. In a situation where there is no payment due by Company to the Agency, the Agency would reimburse Company for any loss(s) incurred.

Under any circumstances, if the Company has to pay output tax liability on its own account due to any non-compliance by the Agency or failure on account of filing of GST returns/forms by the Agency, the Company shall charge penalty at the rate of 1.5% per month on such tax payments made by the Company from the Agency.

6. Duties and obligations of the Parties

A. Duties and obligations of Company

- 1) Notify timely to Agency for the requirements and timelines of the Project;
- 2) Provide necessary material for the Project to Agency;
- 3) Guide Agency to make interview according to the requirements;
- 4) Give necessary assistance for the problems and their solutions encountered by Agency;
- 5) Notify timely to Agency for the adjustment of the interview requirements if any.
- 6) Company has the right to get information on the progress of the Project and fees incurred, and to check, supervise and guide the work of Agency in relation to get the project/assignment concluded as per the requirement of this Agreement. Agency agrees to accept the supervision and inspection of Company.

B. Duties and obligations of Agency

- 1) Complete the samples of the number/portion/assignment required by Company in the good quality and in the timeline as may be mutually agreed by the Parties as per this Agreement and Client Order Confirmation.
- 2) Except for Fieldwork, Data Processing, Scripting, Charting, etc, the duties hereunder shall not be assigned or sub-contracted without prior written consent of Company;
- 3) Any problem encountered during the performance of the Project shall not be solved in the name of either Party, but shall be handled after discussion between the Parties.
- 4) During the performance of the Project, Agency shall keep communication with the project leader of Company and report to Company on the progress of the work in timely manner.
- 5) If Agency cannot complete the required number /portion within the mutual agreed timeline, it shall notify Company in advance in writing to request adjustment early enough to give Company sufficient time to make such adjustment.
- 6) Agency hereby warrants and undertakes that the working procedure and methods adopted by Agency during the Project does not violate any law or regulation nor infringe any lawful right of any third party.
- 9) If Agency fails to complete enough valid samples within the prescribed time, or the samples completed are in bad quality (such as the fake interviewee). Company may deduct the Fee proportionately according to the degree of seriousness of the problem.
- 10) Agency shall keep the Project in strict confidence, not disclose to any third party or use any information of this Project including but not limited to the list of interviewees, arrangements of project, document and material, questionnaire and result of interview etc.
- 11) After receiving all the payments from Company, Agency agrees that all the IP rights of the deliverables and related materials including copyrights belong to Company. Agency warrants that the report delivered by Agency does not infringe any IP (Intellectual Property) of any third party. Meanwhile, each Party shall not use the trademark or logo of the other Party without authorization of the Party. After Agency hands over the ownership and IP of the deliverables to Company. Company will enjoy the full IP on the deliverables and may use it freely internally.
- 12) Agency shall observe all the laws, regulation or decrees and shall comply with the industry standards at all times.
- 13) Agency shall keep properly relevant material of this Project including but not limited to the list of interviewees, arrangements of the Project, document and material, questionnaire and result of interview etc. during the term of this Agreement.

7. Change, Delay or Cancellation

- 7.1. Company has the right to make any change to the services (including but not limiting to research scope, sample size, deliverables and timing etc.), the Fee will be adjusted by the parties through mutually discussion. Such change shall be effective only after exchange of information via mail or any written document.
- 7.2. If any part of the service is shortened, delayed, cancelled or terminated early by Company, the final invoice will include the Fees for the Services provided plus any reasonable costs and expenses incurred by Agency due to Company's decision.
- 7.3. For Link / ad hoc projects, post confirmation, if the Company wishes to cancel or amend the project or any part of the project described in the Proposal the Company will give Agency written notice allowing Agency a reasonable period to discontinue work or amend the work being performed.
- 7.4. For Dynamic Tracks, if the Company wishes to cancel or amend the project or any part of the project described in the Proposal the Company will give Agency four months written notice of the intention to cancel. During the notice period, work will continue in accordance with the Proposal.
- 7.5. If the Company cancels or amends a project at any time after Agency has been instructed to commence work, the Company will pay that proportion of the Fee that covers all work carried out by the Agency up to the date the project is cancelled, together with all disbursements, set up costs incurred and all administration charges at the rate applicable at the time of cancellation.
- 7.6. If the Company cancels or amends a project at anytime after Agency has been instructed to commence work, Agency (upon payment of all Fees by the Company on pro rata basis) shall supply to the Company all data gathered up to the date the project is cancelled.

8. Term, Termination and Consequence.

7.1 The duration of the Agreement shall be for a period of two (2) year commencing from **03rd March 2025 to 02nd March 2027** unless terminated earlier as per this Agreement.

Further, the term of the Client Order Confirmation shall vary from project to project and that will form an integral part of the Agreement.

- 8.2 Either Party may terminate this Agreement by giving prior written notice of 30 days to the other Party. (a) for a breach by the other which is incapable of remedy or, if capable of remedy, is not remedied within such **30 days** of written notice being given to the defaulting party or (b) if the other Agency comes bankrupt or goes into liquidation (whether voluntary or compulsory), is dissolved, or has a receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution for the winding-up, bankruptcy or dissolution of the other party or the other party suffers any similar process under the law of its domicile or place of its jurisdiction. On early termination of this agreement, each Party shall return / refund the fee paid / pay the outstanding fee, if any to the other Party on pro-rata basis. However, settlement of accounts shall survive between the Parties.

9. Infringement of Trademark/ Copyright/IP

- 9.1 “Intellectual Property” means collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefore, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and confidential information; and (v) Internet domain names, Internet and World Wide Web URLs or addresses; (vi) mask work rights, mask work registrations and applications therefore; and (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained.
- 9.2 Agency and Agency employees etc. shall ensure and accept that any trademark, logo, slogans, marks, labels whether registered or not, shall remain the exclusive property of Company. Agency and its affiliates shall not be used by them in any manner other than authorized by company for any reason whatsoever.
- 9.3 Agency owns the copyright in the Proposal. The Proposal is confidential and the Company agrees not to disclose it to any third party or to use it for any purpose other than considering its contents with a view to appointing Agency to provide the services described in it.
- 9.4 The Company acknowledges that Agency has an interest in monitoring the circulation of the results and ensuring that the results circulated are correct and are not presented in a

form which may impact on their accuracy. If the Company wishes to circulate beyond the Company and its related corporations it must obtain the consent of Agency (which consent shall not be reasonably withheld).

- 9.5 The copyright, know-how and any other intellectual property rights to any techniques or principles used by Agency in carrying out the project described in the Proposal or in putting together or implementing the Proposal shall at all times remain the property of the Agency. The Company acknowledges this to be confidential information of the Agency and undertakes not to copy or disclose such information to any third party.
- 9.6 Company shall inform Agency prior to the commission of the Services and the acceptance of the Proposal if Company intends to use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature ("Litigation Purposes"). In the absence of any such specific intimation, it shall be assumed that the Deliverables shall not be used for any Litigation Purpose unless it is the subject matter of the legal proceeding.

10. **Confidentiality**

- 10.1. Confidential Information shall mean the information relating to the intellectual property and business practices of either Party including, without limitation: a) business plans, financial information, products, services, quotation, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project and commercial proposals, personnel, and business relationships; and b) information relating to research and development, methodologies, processes, conclusions, know-how, specific situation etc. of the research.
- 10.2. Neither Party receiving Confidential Information from the other Party shall: a) use Confidential Information for any purpose other than to fulfill its obligations under this Agreement; b) disclose such Confidential Information to any third Party, except for those of the employees of the receiving Party with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving Party further agrees to use the same degree of care in safeguarding the confidential information as it uses for its own information, but in no event less than a reasonable degree of care. Upon written request by the disclosing Party, the receiving Party shall return all Confidential Information to the disclosing Party.

10.3 Further, Parties Agree to their data processing obligations as enumerated under data processing Agreement as attached herewith as Annexure A.

11. **Indemnification**

- 11.1 Agency hereby agrees to protect, defend, indemnify and hold harmless Vivo, its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- (a) any breach of any statute, regulation, direction, orders or standards from any governmental body or regulation applicable to Agency;
 - (b) claims, demands, fines, penalties and other sanctions imposed by a court, tribunal or other governmental authority for non-compliance with any laws;
 - (c) any breach of the terms and conditions in this Agreement by Agency;
 - (d) any claim of any infringement of any data privacy law as stated in annexure-1, intellectual property right or any other right of any third party or of law;
 - (e) on account of any improper disclosure of Confidential Information or of an alleged breach of confidentiality and security of data occurring as a result of acts, omissions or commission of Agency 's personnel;
 - (f) on account of any negligence, misfeasance or fraud;
 - (g) third party claims arising out of or in connection with the performance of the Services;
 - (h) any claim or action by or on behalf of any personnel based on his or her employment with Agency, including claims arising under occupational health and safety, workmen's compensation, provident fund or other laws;
 - (i) any claims, penalties, fines, duties imposed upon the Company from any Statutory Authorities, Regulators due to negligence by the Agency in performance of its duties and obligations under this Agreement.
- 11.2 Agency shall defend, indemnify and hold Vivo harmless against any loss, liability, deficiency, damage, cost, suit, damage or expense (including, without limitation any legal fees and expenses) as and when incurred by Vivo, arising out of or in connection with any claim by or on behalf of Agency or any Personnel or any other employee of Agency with respect to the existence of an employment relationship between such persons and Agency or any claim for payment of salary, contributions, taxes or social benefits to any such persons or its breach of any of its representations, warranties, covenant or other obligations under this Agreement. For the sake of clarity, the foregoing indemnity provisions shall also be applicable to any loss, damages, cost, suits, expenses (including without limitation any legal fees and expenses) or claims arising from (a) death or injury to Company's and/or its customers' personnel; (b) damages to Company's and/or its customers' tangible and non-tangible property; (c) negligent misconduct of Agency's personnel; and (d) violation of applicable laws.

The provisions of this clause shall survive the termination and expiry of this Agreement.

12. **Limitation of Liability**

- 12.1 In no event shall Vivo be liable to the Agency for special, incidental, indirect or consequential damages, damages from loss of use, data, profits or business opportunities whether in contract or tort, even if Vivo has been advised in advance of the possibility of such loss, cost of damages, arising out of or in connection with this Agreement.

12.2 In no event shall Vivo or any of its directors, officers, employees, representatives or agents shall be liable for any liability whatsoever for any losses or expenses of any nature suffered by the Agency arising directly or indirectly from any act or omission of the Agency or its employees, agents or representatives hereunder.

12.3 Notwithstanding anything to the contrary, the aggregate liability of Vivo to the Agency from any cause whatsoever under this Agreement or otherwise shall not in any event exceed the last three months of receipt.

The provisions of this clause shall survive the termination and expiry of this Agreement.

13. Force Majeure

Under no circumstance shall each party be responsible to the other Party for failure and/or for its delay in performance in accordance with the Agreement due to any event which is unforeseeable, unavoidable and insurmountable objective situations, such as acts of State or governmental action, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, pandemics, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond the parties' reasonable control (the "**Force Majeure Event**"), which prevents in whole or in material part the performance by one of the parties of its obligations hereunder. Notwithstanding the aforesaid, if the Force Majeure Event continues for a consecutive period of sixty (60) days, either Party can elect to terminate this Agreement.

14. Relation of the Parties

During the full term of this Agreement Agency shall act as an independent Contractor and the relationship between the Parties herein shall be that of principal and independent Contractor. Neither Party hereto shall have any right, power or authority whatsoever to incur any liabilities or obligations on behalf of or binding upon the other party, or assume or create, in writing or otherwise, any obligation of any kind express or implied in the name of or on behalf of the other. Nothing set forth herein shall be deemed or construed to render the Parties as joint ventures, partners or employer and employee. Under no circumstances shall Company be considered the employer of Agency and Agency employees and agents.

15. Notice to the Parties

Any notice to be given to the Parties to this Agreement shall be in writing and shall be posted/sent by registered cover or by courier or e-mail at the address given herein above or

such other address/e-mail as the Party may from time to time intimate by written notice to the other. The notice served shall be effective from the date mentioned therein.

16. Electronic Mail

Each Party is able to send and receive documents (in most formats) electronically, including on the Internet. However, electronic mail is not secure and any documents transmitted may, among other things, be copied, recorded, read or interfered with by a third party while in transit. The Company acknowledges that if it requests the other Party to transmit any document to it electronically it releases the other Party from any claim which it may have as a result of any unauthorised copying, recording, reading or interference with the document after transmission, for any delay or non-delivery of any document and for any damage caused to its system or any files by the transmission.

17. Anti – Bribery

- 1) Agency does not and shall not engage in any conduct that shall violate any applicable anti bribery or anti-corruption laws or regulations of the countries where both the parties are incorporated;
- 2) Agency shall not pay, offer, promise or authorize the payment of, either directly or indirectly, anything of value (including but not limited to cash or cash equivalents (such as stocks, gift cards, debit cards, travellers' cheques), gifts, entertainment passes or vouchers, charitable donations or sponsorships, political donations or sponsorships, products, services, discounts, meals, travel, entertainment, favours, loans, loan guarantees, the use of property or equipment, job offers, transportation, and the payment of expenses or debts to (a) any employee of VIVO and/or their relatives, family or friends; (b) any other persons, owners, officers, directors, employees and agents of any corporation or entity; to improperly or illegally assist in obtaining or retaining business (including but not limited to any Agreements, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval); (c) to any other person who is in acquaintance to employee of VIVO where it would, or might appear to improperly influence the employee in performing his or her duties.
- 3) Agency shall fully and effectively indemnify and keep indemnified VIVO from and against, and agree to pay on demand, any and all losses incurred by or awarded against VIVO as a result of any breach of the obligations referenced in this clause. Without prejudice to the foregoing or to any other rights or remedies of VIVO, in the event of any breach of these obligations VIVO reserves right to terminate the agreement with such preventive steps as may deem fit in law or elsewhere.

18. Assignment

This Agreement or any part of it shall not be assigned or transferred by each Party to any

third party without the prior consent of the other Party in writing.

19. Alteration

The terms of this Agreement or any renewal thereof may be altered or changed only by the exchange of a written agreement duly signed by both the Parties.

20. Waiver

The failure of each Party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of the Party thereafter to enforce such provision.

21. Severability

If any provision or terms of this Agreement or any part thereof is declared to be illegal or invalid by any court or other competent authority or becomes unenforceable for any reason whatsoever, then this Agreement shall continue to be valid and binding as to all the remaining provisions thereof and such provision shall be deemed to have been deleted from this Agreement.

22. Governing Law and Dispute Resolution

22.1. This Agreement shall be governed by the laws of the India and in the event of a dispute the Parties agree to submit to the jurisdiction of the Indian courts, which shall be exclusive jurisdiction of the Delhi Courts.

22.2. In the event of a dispute or difference of any nature whatsoever between the parties arising as a result of this Agreement, the same shall be, as far as possible, be resolved through negotiations and in the event of failure of dispute resolution by negotiations, the dispute shall be referred to Arbitration. Either party to this agreement can refer the dispute for resolution to a sole arbitrator mutually appointed by both the parties. Notwithstanding anything contained herein, if any party fails to accord consent for mutually appointing the sole arbitrator within 30 days of receipt of arbitration notice by other, aggrieved party reserve its right to invoke other legal recourse available in the law such as by way of filing injunction / suit in the court of competent jurisdiction. The decision of the Arbitral Tribunal shall be final and binding on both the parties. The venue of arbitration shall be Delhi and the Arbitration proceedings shall be conducted in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any subsequent modifications thereto. The

proceeding shall be in English. Each party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise. For the avoidance of doubt, the provisions of this Clause do not prevent either party from applying for an interim court order at any time.

23. Counterparts

This Agreement may be executed in duplicate and one (1) original copy will remain with Company and the other with the Agency. Each of which will be deemed an original but both will constitute one and the same instrument. This Agreement shall be deemed executed upon signatures by both the Parties.

24. Representation & Warranties

Each Party represents and warrants that : (1) It has the right and authorization to sign and perform the obligations specified in this Agreement and is not subject to any restrictive provisions that might impede or jeopardize its performance of obligations and authorized rights; (2) It has not concluded and will not conclude any agreement in conflict with its obligations under this Agreement ; (3) execution, delivery and performance of this Agreement is within its corporate powers and does not contravene, or constitute a default under, any provision of applicable law or regulation or of the organizational documents of the parties or of any agreement, judgment, injunction, order, decree or other instrument binding upon the parties; (4) This Agreement constitutes legal, valid and binding obligations and the entry into and performance of the transactions contemplated by this Agreement do not and will not conflict with any law or judicial or official regulation or conflict in any respect with any agreement which is binding upon it; (5) There are no actions, claims, proceedings or investigations pending or threatened against either party which may prevent or limit either party from executing this Agreement; (6) No facts or circumstances exist which may materially affect either party's ability or willingness to perform this Agreement; (8) Each party is aware of the particular purpose for which the Services are required and the result that other Party desires the Services to achieve and that the provision of the Services will be performed in such a way as to achieve that result; (9) The Company acknowledges that it shall not have any right, title or interest on the 'proprietary tools, intellectual property rights of Agency's developed prior to or outside the scope of this Agreement. And any improvements made by Agency thereto, either during the continuance of this Agreement or after the expiry or termination of this agreement. It is expressly agreed that Agency will have all rights, title; interest and property rights vest in Agency absolutely forever(10) Each Company acknowledges that other party, in entering into this Agreement, is relying on the representations, warranties and undertakings contained in this Agreement shall be entitled to treat the same as conditions of the Agreement.

25. Survival

The following provisions shall survive expiry/termination/early determination of this Agreement: Clause 7 (Consequences of Termination), Clause 8 (Intellectual Property), Clause 9 (Confidentiality), Clause 10 (Indemnification), Clause 11 (Limitation of Liability) Clause 14 (Notices), Clause 21 (Governing Laws & Dispute Resolution), Clause 23 (Representations and Warranties), Clause 24 (Survival) and Data Protection Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS PRESENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

For vivo Mobile India Private Limited For: Market Xcel Data Matrix Pvt Ltd



Signed & Seal: _____

Name : **Mr. Liu Hao**

Title : **Vice President- Finance & Logistics**

Signed & Seal: _____

Name : **Mr. Raja Vishal Oberoi**

Title : **CEO**

WITNESSES:

1. Name, Address and Mobile No.

2. Name, Address and Mobile No.

**Shailendra Srivastava (363, SF 1 2nd
Floor Niti Khand 1 Indirapuram
Ghaziabad 201014
9910468070**

Annexure A

Data Processing Agreement

This data processing agreement ("Agreement") is made with an effective date of **03rd March 2025** ("Commencement Date") between:

Market Xcel Data Matrix Pvt Ltd and having registered office at 1st Floor, A-23, JDKD Corporate, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 110044 (herein after referred to as "**Agency**") acting through its Authorized Representative Raja Vishal Oberoi vide a Board Resolution duly passed dated 14th Feb 2024, which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **First Part**.

And

M/s vivo Mobile India Private Limited, a company incorporated under the Indian Companies Act, 2013 and having its registered office at 10th & 11th Floor, Palm Springs Plaza (Complex), Village Wazirabad, Sector-54, Gurugram, Haryana-122003 and its Factory at Plot No. TZ-13A, Techzone (I.T. Park), Greater Noida: 201308, Uttar Pradesh, India, hereinafter to as the "**Vivo/ Client/ Company**" acting through its Authorized Representative Mr. Liu Hao vide a Board Resolution duly passed as on 6th January, 2016, which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **Second Part**.

and together, the "Parties".

1. Background

The purpose of this agreement on joint controllership ("the Agreement") is to regulate the parties' respective responsibility for compliance with applicable personal data legislation when the relevant processing of personal data related to the specific relationship/project as specified on the Agreement's front page ("the Main Agreement") entails that there is a joint controllership between the parties. The purpose of the processing (the "**Permitted Purpose**"), the types of personal data to be processed, relevant categories of data subjects, and an overall description of each of the party's respective roles related to the data processing and the obligations applicable to the controller according to relevant legislations, are specified in Annex 1 of the Agreement. These

specifications cannot be changed by any of the parties unless either a new agreement or an amendment letter to this agreement is signed between the parties.

2. Definitions

For the purposes of this Agreement, the following definitions apply:

- 2.1. "Applicable Data Protection Law" means any applicable legislation in force relating to privacy and/or the processing of Personal Data;
- 2.2. "Main Agreement" means Agreement between the Parties signed previously or simultaneously regarding any cooperation;
- 2.3. "Supervisory Authority" means (a) an independent public authority which is responsible for the enforcement of Applicable Data Protection Law;
- 2.4 "Joint Controller" means there are two or more controllers jointly determine the purposes and means of processing;
- 2.5. The terms "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processing", and "Special Categories of Personal Data" have the meanings given to those terms in the Applicable Data Protection Law.

3. Details of Processing

The purpose of the processing, the types of personal data to be processed, relevant categories of data subjects, and an overall description of each of the party's respective roles related to the data processing and the obligations applicable to the Parties according to applicable data protection law, are specified in Annex 1 of the Agreement. These specifications cannot be changed by any of the parties unless either a new agreement or an amendment letter to this agreement is signed between the parties.

4. Compliance and Obligations

4.1. By signing this Agreement, each party agrees the following:

- Parties shall comply with all requirements of applicable data protection law with respect to the processing of personal data in relation to this Agreement, including but not limited to the obligation to carry out risk assessments, and to enter into data processing agreements with its suppliers that process personal data comprised by this Agreement;
- Parties ensure that, they have taken adequate technical, physical and organizational security measures to protect personal data comprised by this Agreement against unauthorized or unlawful access, alteration, deletion, damage, loss or inaccessibility according to relevant requirements of applicable data protection law;
- If a party detects errors or indications of errors in connection with the transfer of personal data under this Agreement, the party that detects the error shall immediately inform the other party;

- Each party ensures it has a sufficient legal basis for its respective processing of personal data as specified in this Agreement.

4.2. Each party shall notify the other party without undue delay if personal data processed by the respective party are exposed to a security breach which entails a risk for violations of the privacy of the data subjects.

4.3. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Data Breach**").

4.4. Confidentiality of processing

Parties shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with their confidentiality obligations under the Agreement.

4.5. Cooperation and data subjects' rights

Each party shall respect the rights of the data subjects as regulated in applicable data protection law and ensure that clear and sufficient information on the processing of personal data is made available to the data subjects.

Parties shall provide reasonable and timely assistance to another (at another party's expense) to enable to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to one party, another one shall promptly inform one Controller providing full details of the same.

4.6. International transfers

If any Data originates from any country (other than an EEA country) with one or more laws imposing data transfer restrictions or prohibitions and Parties has been informed to such transfer restrictions or prohibitions, they shall ensure appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, as reasonably requested by and mutually agreed upon by both Parties, before transferring or accessing Data outside of such country.

4.7. Data breach

If one party becomes aware of a Data Breach, it shall inform another without undue delay (not late than 36 hours after being aware of such Data Breach) and shall provide reasonable information and cooperation to another party to fulfil any data breach reporting obligations it may have under Applicable Data Protection Law. Parties shall further take such reasonably necessary measures and actions to mitigate the effects of the Data Breach and shall keep another informed of all material developments in connection with the Data Breach.

4.8. Deletion or return of data

Following termination or expiry of the Agreement, Parties shall destroy or return to another all Data in their possession or control. This requirement shall not apply to the extent that: (i) Parties is required by applicable law to retain some or all of the Data; or (ii) or to Data it has archived on back-up and support systems, provided that Parties shall securely protect such Data.

Party A: Vivo Mobile India Private
Limited

Party B: Market Xcel Data Matrix Pvt
Ltd

By:

By: Raja Vishal Oberoi



Signature:

Signature: