

**Government of National Capital Territory of Delhi**

## e-Stamp

|                           |  |
|---------------------------|--|
| Certificate No.           | : IN-DL03741338662315U                 |
| Certificate Issued Date   | : 14-Mar-2022 11:45 AM                 |
| Account Reference         | : IMPACC (IV)/ dI985503/ DELHI/ DL-DLH |
| Unique Doc. Reference     | : SUBIN-DLDL98550396190975031429U      |
| Purchased by              | : MARKET XCEL DATA MATRIX PVT LTD      |
| Description of Document   | : Article 5 General Agreement          |
| Property Description      | : Not Applicable                       |
| Consideration Price (Rs.) | : 0<br>(Zero)                          |
| First Party               | : MARKET XCEL DATA MATRIX PVT LTD      |
| Second Party              | : RELIANCE RETAIL LIMITED              |
| Stamp Duty Paid By        | : MARKET XCEL DATA MATRIX PVT LTD      |
| Stamp Duty Amount(Rs.)    | : 500<br>(Five Hundred only)           |



Please write or type below this line

## Service Agreement

This Service Agreement ("Agreement") is entered at Mumbai on 10th February 2022 at Mumbai 14th Mar 2022 by and between:

1. **Reliance Retail Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 3<sup>rd</sup> Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai 400002

(hereinafter referred to as "Reliance" which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and assigns) and

**Statutory Alert:**

Initials of Reliance Authorised Representative **Page 1 of 18** CONFIDENTIAL Initials Consultant's Authorised Representative

The authenticity of this Stamp certificate should be verified at [www.shilbestamp.com](http://www.shilbestamp.com) or using e-Stamp Mobile App. 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.

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Signature

and Representative

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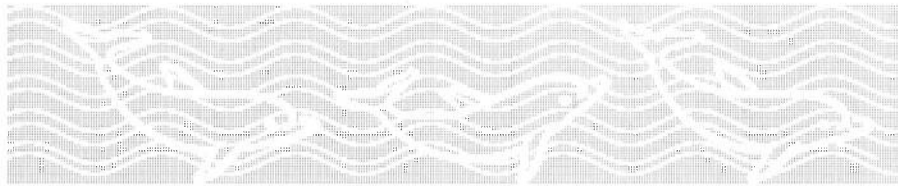
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL03734975434769U  
Certificate Issued Date : 14-Mar-2022 11:39 AM  
Account Reference : IMPACC (IV)/ dl985503/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL98550396191974086394U  
Purchased by : MARKET XCEL DATA MATRIX PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MARKET XCEL DATA MATRIX PVT LTD  
Second Party : RELIANCE RETAIL LIMITED  
Stamp Duty Paid By : MARKET XCEL DATA MATRIX PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

2. **Market Xcel Data Matrix Pvt. Ltd**, a company incorporated under the Companies Act, 1956 and having its registered office at 17, Okhla Industrial Estate Phase 3 Rd , New Delhi – 110020 INDIA (hereinafter referred to as the "Service Provider" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns)

**Whereas**, Parties have agreed that the Service Provider shall provide Services to Reliance in accordance with the terms and conditions set out herein.

Statutory Alert: Initials of Reliance Authorised Representative Page 2 of 18 CONFIDENTIAL Initials Consultant's Authorised Representative

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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.





Capitalised terms used herein and not otherwise defined shall have the meanings ascribed to them in Schedule I. Words and expressions used in this Agreement shall be interpreted in accordance with Schedule I.

**Now**, Parties hereby agree as follows:

1. **Term.** The term of this Agreement is for TWO years which shall be deemed to have come into effect from 6<sup>th</sup> July 2021 and valid till 5<sup>th</sup> July 2023, unless terminated earlier in accordance with the terms hereof.

2. **Provision of Services.**

2.1 The Service Provider shall provide Services to Reliance on exclusive basis in accordance with the terms and conditions of this Agreement, Applicable Laws, Applicable Permits, Operation Protocol and the Scope of Work. Reliance may, at its sole discretion engage any other entity at any time to provide any or all of the Services.

2.2 Service Provider shall at all times perform the Services conscientiously and diligently in a professional manner with all due care and diligence using suitably qualified, competent and skilled personnel and to the complete satisfaction of Reliance.

2.3 Service Provider shall faithfully and diligently comply with and carry out all directions, orders, instructions and guidelines issued by Reliance from time to time in relation to this Agreement including but not limited to timelines for completion of Services and handing over of the Deliverables ("Operational Protocols").

2.4 Service Provider shall obtain, keep valid and subsisting, and comply with the conditions of, all permits, licenses, authorizations and consents as may be required from time to time in respect of and in relation to the performance of its obligations hereunder ("Applicable Permits").

2.5 Time is of the essence for provision of Services by the Service Provider to Reliance and the Service Provider shall make best efforts to prevent any delay in the performance of its obligations hereunder and shall work together with Reliance for the effective and timely provision of Services.

2.6 Service Provider shall perform all other activities and services as may be necessary for due and proper performance of its obligations hereunder in accordance with Applicable Laws and Good Industry Practices and all such activities and services shall be deemed to form part of the Services.

2.7 Reliance shall be entitled to:



- (i) request and receive any information within the control of or the possession of or obtainable by the Service Provider in relation to Services,
- (ii) require Service Provider to re-perform and resubmit any part of Services
- (iii) engage any other entity to: (i) provide Services (ii) correct or remedy the Defect and Deficiencies in the Deliverable provided by Service Provider, if the Service Provider fails to fulfill its obligations under clause 2.7 (iii). The right of Reliance under this clause 2.7(iii) shall be without prejudice to any other rights or remedies that Reliance may have against the Service Provider under this Agreement or under any law or otherwise.

### 3. **Payment Terms**

3.1 Subject to provision of Services by the Service Provider to the satisfaction of Reliance, Reliance shall pay to the Service Provider amounts determined in accordance with the pricing mechanism set out in **Schedule III** hereto.

3.2 Reliance shall make payments to Service Provider in accordance with the payment mechanism set out in **Schedule III** hereto.

3.3 Save as is otherwise expressly provided in **Schedule III**, the rates set out therein are firm and fixed and not subject to any upward variation on any account whatsoever. Save as is expressly provided in this Agreement, Service Provider shall not be entitled to claim any further or other payments, charges, fees or reimbursements of any nature whatsoever in relation to this Agreement.

3.4 All payments made by Reliance to Service Provider hereunder shall be subject to deduction of (i) tax at source as per the income tax regulations in force from time to time. A certificate of the tax deducted at source evidencing deduction of income tax from the payment made shall be issued by Reliance within the number of days of such payments as allowed under the Income-Tax regulations. (ii) all other taxes including service tax as may be applicable under Applicable Laws on the amounts paid by Reliance to the Service Provider for provision of Services.

4. **Representations, Warranties and Undertakings.** Service Provider hereby represents warrants and undertakes that, at all times during the Term, each of its representations, warranties and undertakings set out in **Schedule IV** shall be true and accurate.

5. **Intellectual Property.** Service Provider undertakes to use the Intellectual Property strictly in accordance with the provisions set out in **Schedule V**

### 6. **Confidentiality**

6.1 Service Provider shall maintain in confidence, in accordance with the standards of care and diligence that it utilises in maintaining its own confidential information, any and all confidential information received by it from Reliance in connection with or in the course of performance of this Agreement and shall not, and shall ensure that its officers, directors, employees and representatives



do not, disclose to any person any confidential information of Reliance, without the prior written consent of Reliance.

6.2 This clause 6 shall survive expiry or termination of this Agreement.

## **7. Indemnity**

7.1 Service Provider shall indemnify, defend and hold Reliance harmless at all times from and against any and all direct and indirect losses, damages, demands, claims, suits, actions, proceedings or liabilities that may be suffered or incurred by Reliance under this Agreement (whether criminal or civil and including legal fees and costs incurred), and arising out of or in connection with:

i.) bodily injury or death of any person or damage to real and / or tangible personal property, personal injury, caused by the misconduct, breach of this Agreement or negligence of Service Provider or Service Provider Representative deployed by it.

ii.) resulting from a breach of any obligation, warranty, representation, covenant or any other provision of this Agreement by Service Provider or the Service Provider Representative deployed by it.

iii.) infringement or threatened infringement of any Reliance Intellectual Property.

7.2 Service Provider's indemnity obligations under this Agreement are without prejudice to and in addition to any other rights and remedies available to Reliance under this Agreement or at law.

7.3 The obligations under this clause 7 shall survive expiry or earlier termination of this Agreement.

## **8. Limitation of Liability**

8.1 Reliance's maximum aggregate liability in contract, law, tort or otherwise (including any liability for any negligent act or omission or misconduct) howsoever arising out of or in connection with this Agreement shall in no circumstances whatsoever exceed the amount actually paid by Reliance to Service Provider under this Agreement until the date when such breach in question occurred.

8.2 In no event shall Reliance be liable to Service Provider for any of the following categories of damages, costs, losses or expenses and Service Provider hereby releases Reliance from any liability therefor:

- i. loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity; and
- ii. indirect, special or consequential damages, costs, losses or expenses.



8.3 Service Provider shall, notwithstanding anything contained in Applicable Laws, make all claims and submit all disputes in respect thereof to arbitration hereunder no later than one (1) year from the date on which the relevant breach occurred, failing which (i) Service Provider shall have no right to make any such claims or submit any disputes in respect thereof to arbitration or to any court, and (ii) without prejudice to the foregoing, Service Provider shall be deemed to have waived all such claims and rights to have such disputes adjudicated or settled.

## 9. Termination

### 9.1 Reliance may terminate this Agreement

i. at any time without assigning any reasons therefor by giving thirty (30) days prior written notice to Service Provider.

ii. with immediate effect by giving notice to the Service Provider if:

a. the Service Provider fails to perform its obligations under this Agreement as per terms hereof;

b. the Service Provider enters or threatens to enter into bankruptcy, liquidation or any other form of insolvency, administration, management or receivership or the Service Provider enters into any scheme or arrangement with its creditors;

c. the Service Provider fails to remedy to the satisfaction of Reliance any breach of this Agreement within 14 days after the date on which Reliance issues the Service Provider a written notice requiring to remedy the breach; or

d. the Service Provider Representative is not available or becomes unavailable to provide the Services, and there are not satisfactory replacements in the reasonable opinion of Reliance.

e. any of the representations or warranties provided by the Service Provider hereunder are found to be false or incorrect.

9.2 Service Provider may terminate this Agreement at any time without assigning any reasons therefore by giving 30 (thirty) days prior written notice to Reliance.

## 10. Consequences of Termination

### 10.1 Upon expiry or earlier termination of this Agreement:

i. Upon expiry or earlier termination of this Agreement, both Parties shall be relieved of their respective rights and obligations, save (i) the obligations and / or liabilities of Parties that



accrued prior to termination; (ii) the rights and obligations which, by their very nature, survive termination hereof or; which are expressly agreed hereunder to survive expiry or termination.

ii. Service Provider shall settle all its obligations and dues in respect of the Service Provider Representative and all other entities used by it in relation to this Agreement.

iii. Service Provider shall handover to Reliance all property of Reliance, of any nature whatsoever, including without limitation all Deliverables (including work in process), Intellectual Property and all other information in possession of the Service Provider in any format and copies thereof, or dispose of the same as per Operational Protocol, without any delay or demur, failing which Reliance shall be entitled to seize such property belonging to Reliance. Reliance may, reasonable force and self help in order to exercise its rights under this clause 10.1(iii).

iv. Service Provider shall, upon request from Reliance, provide Reliance with a written certification of its compliance with clause 10.1(iii) above.

## **11. Governing Law, Dispute Resolution and Jurisdiction**

11.1 This Agreement shall be interpreted and construed in accordance with the laws of India.

11.2 Parties shall endeavor to amicably settle and resolve any dispute or difference arising out of or in relation to this Agreement. In the event Parties are unable to resolve the dispute or difference amicably within 30 days from the date when such dispute arose, either Party may refer such dispute or difference to arbitration to be conducted before three (3) arbitrators. Each Party will appoint one arbitrator and the two arbitrators so appointed shall appoint the third presiding arbitrator. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the Rules thereunder. The venue of arbitration shall be Mumbai, India and arbitration shall be conducted in English. The decision of the arbitrators shall be final, binding and non-appealable except in case of manifest error. Each Party will bear the cost of preparing and presenting its own case and the costs of arbitration shall be shared equally unless the award provides otherwise. Nothing herein shall preclude a Party from seeking interim or permanent equitable or injunctive relief, or both, from a competent court in Mumbai.

## **12. Notices**

12.1 All notices, requests, demands, consents, waivers or other communications pertaining to this Agreement or required to be given by either Party to the other Party under or pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when delivered by hand delivery, or by courier, registered post, speed post or facsimile (to be subsequently confirmed by a registered letter or by hand delivery) to the other Party at the following address:

If to Reliance:





Attention: Anay Agarwal

Address: Reliance Retail Limited,

e-mail: Anay. Agarwal@ril.com

If to Service Provider:

Attention: Shailendra Srivastava

Address: Market Xcel Data Matrix Pvt. Ltd, 17, Okhla Industrial Estate Phase 3 Rd, Okhla Phase III, Okhla Industrial Estate, New Delhi, Delhi 110020

e-mail: Shailendra@market-xcel.com

Fax No: 011- 41325150

or to such other address as either Party may from time to time designate by written notice to the other Party

12.2 All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by courier, registered post or speed post, it shall be deemed to have been received on the third day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.

13. **Miscellaneous**

13.1 Assignment

i. Service Provider shall not, directly or indirectly, assign or transfer any of its rights, duties or interests under this Agreement, without the prior written consent of Reliance, which consent may be given or withheld at Reliance's sole discretion and if given, may be conditional and Service Provider hereby agrees to comply with all such conditions, if any.

ii. Reliance may, at its sole option, assign or transfer any or all of its rights, interests and / or obligations under this Agreement to any other person or entity including without limitation to its affiliates, associates or group companies, without the consent, prior or otherwise, of the Service Provider.





### 13.2 Relationship

i. Nothing in this Agreement shall constitute or be deemed to constitute the relationship of joint venture or of partnership between the Parties. Save as expressly provided herein, neither Party shall have, or shall represent itself as having, any power or authority to create or assume any obligation, express or implied, in the name of the other Party, to commit the other Party in any way to any third parties or to incur any obligation on behalf of the other Party.

ii. Nothing contained in this Agreement shall create an employment or other relationship between Reliance and Service Provider Representative or other personnel of Service Provider and Reliance shall not be liable in any manner whatsoever for any act or omission of Service Provider in relation to any statutory, contractual or other obligations of Service Provider with respect to Service Provider Representative and other personnel. Service Provider shall be solely responsible for payment of all salaries, wages, compensation and other dues payable to Service Provider Representative and personnel and all employment related taxes.

13.3 Entire Agreement. This Agreement and the documents referred to herein, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any previous written or oral agreement between Parties in relation to the matters dealt with in this Agreement. Each of the Parties hereby acknowledges that, in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any documents referred to herein.

13.4 Amendment. No variation of or amendment to any of the terms of this Agreement shall be effective unless in writing and signed by duly authorized representatives of each of the Parties.

13.5 Waiver. Either Party may waive a breach by the other Party of any covenant, provision, condition, restriction or stipulation contained in this Agreement, provided that no waiver by or on behalf of either Party of any such breach shall take effect or be binding on the Parties unless the waiver is reduced to writing and executed by such Party. Any such waiver shall be deemed to extend only to the particular breach waived and shall not limit or otherwise affect any rights that the Parties may have with respect to any other or future breach.

13.6 Forbearance not Waiver. No delay or omission on the part of either Party in exercising any right, power or remedy provided by law or under this Agreement, nor any indulgence granted by a Party to the other Party, shall impair such right, power or remedy, or be constructed as a waiver thereof, nor shall the single or partial exercise of any right, power or remedy provided by law or under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy

13.7 Sub-Contracting. The Service Provider shall not sub-contract the Services or any of its right, liability or obligation under this Agreement without the prior written consent of Reliance.

13.8 Actions of Representatives. Each Party shall be responsible and liable for acts and omissions of its representatives.



### 13.9 Severability

i. If any term or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity, operation or enforceability of the remainder of this Agreement.

ii. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to that extent be deemed not to form part of this Agreement and Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

13.10 Compliance with Applicable Laws. Each Party shall perform its obligations under this Agreement in strict compliance with all Applicable Laws and shall obtain and keep valid and subsisting, any and all permits, consents, authorizations and licenses required or desirable to be obtained in connection with this Agreement.

13.11 Set Off. Reliance shall be entitled to set off, deduct or retain out of any monies which may be or become due to Service Provider under this Agreement or otherwise, amounts owed by Service Provider to Reliance under this Agreement.

13.12 Survival. Provisions of this Agreement which, either expressly or by their very nature, are intended to survive termination, cancellation or expiry of this Agreement, shall be valid and enforceable notwithstanding such termination, cancellation or expiry and shall be complied with by Parties in the same manner as if this Agreement is valid and in force even after termination, cancellation or expiry hereof.

13.13 Independent Advice. Each Party confirms that it has in entering into this Agreement acted under independent legal advice and for its own interests.

13.14 Force Majeure. Neither Party to this Agreement will be liable for breach of this Agreement or non-performance of their obligations hereunder to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, pandemic, epidemic, flood, storms, weather, accident, riots, acts of God or other events beyond the control of the Parties ("force majeure events"). If the force majeure continuous beyond 15 days, then Reliance may terminate the Agreement with no liability on either party and Service provider agrees and acknowledges the same.

13.15 Non-Exclusive Right. Service Provider's right to provide the Services under this Agreement is not exclusive and shall not prevent Reliance from granting a similar right to other Parties.

13.16 Corporate Governance. The Parties shall use only legitimate and ethical business practices in the activities contemplated by this Agreement. Parties shall fully comply with all laws applying to this Agreement, including local anti-corruption laws and laws prohibiting the payment of commercial or private bribes. For the avoidance of doubt, in connection with this Agreement, neither any party, its employees shall pay, offer, promise or authorise the payment, either directly or indirectly, of any monies or anything of value to any person, including but not limited to any government official or



employee, any political party or candidate for political office, or any employee or official of a public international organization, for the purpose of inducing or rewarding any favourable action or obtaining any improper advantage in any commercial transaction or in any government matter. Either of the Parties or its representatives shall not accept or agree to accept any commission, gift, share of profit or any other favour, whether in cash or in kind, related to this Agreement.

13.17 Counterparts. This Agreement may be executed by Parties on counterparts, each of which shall be an original and such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Parties have caused this Agreement to be executed through their duly authorized representatives on the day and date hereinabove written:

SIGNED AND DELIVERED )

By the within named )

Reliance Retail Limited )

In the presence of )

1. )

2. )

SIGNED AND DELIVERED )

By the within named ) Raja Vishal Oberoi

Market Xcel Data Matrix Pvt Ltd )

In the presence of )

1. )

2. )



## SCHEDULE I

### **1. Definitions And Principles of Interpretation**

#### **1.1 Definitions**

In this Agreement, unless the context or meaning otherwise requires, the following terms shall have the meanings set out below:

**"Agreement"** means this Agreement together with its Schedules as may be amended, supplemented or restated from time to time in accordance with the provisions of this Agreement.

**"Applicable Laws"** mean any and all central, state, municipal and / or local legislations, rules, regulations, ordinances, by-laws, directions, orders and decrees of any government, statutory or other authority and any other instrument or pronouncement having the force of law as may be issued and as may be in force from time to time.

**"Applicable Permits"** shall have the meaning set out in clause 2.4.

**"Confidential Information"** means (i) information relating to intellectual property; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed business, products or services of Reliance including samples, apparatuses, equipment, financial information, process/flow charts, business models, information related to procurement requirements, purchasing, pricing, manufacturing, customers, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, any information Reliance provides regarding third parties; (iv) information disclosed pursuant to this Agreement and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

**"Service Provider Representative"** means employee of the Service Provider deployed by it for provision of Services hereunder.

**"Defects and/or Deficiencies," "Defects" or "Deficiencies", or "Defective" or "Deficient"** any one or a combination of the above, when used with respect to provision of Deliverables, mean such items that are not: i) provided in a workmanlike manner, ii) consistent with the standards of quality and performance set forth in this agreement, (ii) free from errors and omissions in light of such standards laid down by Reliance from time to time.

**"Deliverables"** shall have the same meaning as ascribed to it in Schedule II.

**"Good Industry Practices"** means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled, experienced, recognized and reputed entity engaged in the same type of undertaking as the Service Provider under similar circumstances and acting generally in accordance with applicable laws, codes and industry standards.

**"Intellectual Property Rights"** means any right that is or may be granted by Reliance regarding patents, copyrights, designs, labels, know how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, technical





information, Confidential Information and equivalents of the foregoing and all other intellectual property rights whatsoever whether registered or unregistered, including rights in any applications or registrations for any of the foregoing and their respective renewals, continuations and extensions in any state, country or jurisdiction.

**“Operational Protocols”** shall have the meaning set out in clause 2.3.

**“Party”** means individually Reliance or Service Provider and **“Parties”** means collectively Reliance and Service Provider.

**“Scope of Work”** shall mean the statement in writing as provided in **Schedule II** hereto stating the requirement for Services, setting out in detail the nature and scope of Services, the duration of such requirement, provision of Deliverables, expected time of commencement and completion, and such other details as may be material to the Services and as may be required by Reliance.

**“Services”** means services of market research to be provided by the Service Provider to Reliance in accordance with the terms of this Agreement and the Operational Protocols.

## 1.2 Principles of Interpretation

The following principles shall be applied to interpret this Agreement:

- i.) The descriptive headings of clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement.
- ii.) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- iii.) References to the word “include” and “including” shall be construed without limitation.
- iv.) Schedules annexed to this Agreement, and the Operational Protocols, form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of the Agreement.
- v.) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this Agreement and not to any particular clause of this Agreement. The term clause means and refers to the clause of this Agreement so specified.

### **SCHEDULE II**



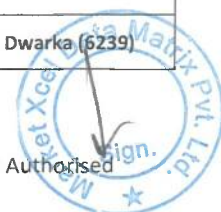
## SCOPE OF WORK

### II.1 KVI Benchmarking

Service Provider shall provide to Reliance Market research in 24 cities listed below by comparing the Price at which the KVI SKUs are sold and Promotions /offers conducted in respect thereof by retailers listed herein below (Number of stores keep changing with respect to location and numbers according to the requirement on very few occasions). Service Provider shall carry out the above comparison by collecting data from the competition stores listed below:

#### Cities and Stores to be covered in rotation benchmark program

| RR State       | City               | Month 1 week<br>-Buying Cycle   | Month 2nd -week<br>NON Buying Cycle | Month 3rd week<br>NON Buying Cycle | Month 4th week<br>Buying Cycle    |
|----------------|--------------------|---------------------------------|-------------------------------------|------------------------------------|-----------------------------------|
| Andhra Pradesh | ANANTAPUR          | Srinivasa Nagar- 6228           |                                     |                                    | Srinivasa Nagar- 6228             |
| Gujarat        | Ahmedabad          | ISKCON ( 6202)                  | ISKCON ( 6202)                      | Smart Yash Pinnacle ( TP61)        | C3 Celebration Mall Bopal ( TKE6) |
| Gujarat        | Anand              | Lambhvel Rd Anand ( 3201)       | Lambhvel Rd Anand ( 3201)           |                                    | Lambhvel Rd Anand ( 3201)         |
| Gujarat        | BHARUCH            | SevashramRoad ( 3206)           | Radhe Palladium Mehsana ( TGO8)     | SevashramRoad ( 3206)              | SevashramRoad ( 3206)             |
| Gujarat        | Mehesana           | Radhe Palladium Mehsana ( TGO8) |                                     |                                    | Radhe Palladium Mehsana ( TGO8)   |
| Gujarat        | NADIAD             | KantAdani ( 3214)               | KantAdani ( 3214)                   |                                    | KantAdani ( 3214)                 |
| Gujarat        | VAPI               | Gunjan ( 3202)                  | Gunjan ( 3202)                      |                                    | Gunjan ( 3202)                    |
| Karnataka      | Bangalore          | Ascendas Park ( 6226)           | SarlaGrand ( 6207)                  | Vijaynagar TTMC ( 6225)            | Akshay Nagar ( TR28)              |
| Maharashtra    | Ichalkaranji       | Ichalkaranji (TDC9)             |                                     | Ichalkaranji (TDC9)                | Ichalkaranji (TDC9)               |
| Maharashtra    | Nanded             | Bajaj Galaxy (TV53)             |                                     | Bajaj Galaxy (TV53)                | Bajaj Galaxy (TV53)               |
| Maharashtra    | PUNE               | TainSqr-FatimaNgr (6209)        | Aundh (6219)                        | Aishwaryam One Chinchwad (TDB8)    | Aundh (6219)                      |
| Maharashtra    | Ratnagiri          | Siddhivinayak (TQ58)            | Siddhivinayak (TQ58)                | Pioneer Tower Satara 9 (TMX1)      | Siddhivinayak (TQ58)              |
| Maharashtra    | Satara             | Pioneer Tower Satara 9 (TMX1)   |                                     |                                    | Pioneer Tower Satara 9 (TMX1)     |
| Mumbai         | MUMBAI             | Ramchandra Lane (TA10)          | Kharghar -TM95                      | Kalyan -(TQ60)                     | Vidhya Vihar (6220)               |
| NCR            | RRL Dwarka ( SPAR) | RRL Dwarka (6239)               | RRL Dwarka (6239)                   |                                    | RRL Dwarka (6239)                 |



|            |            |                                     |                                     |                        |                                     |
|------------|------------|-------------------------------------|-------------------------------------|------------------------|-------------------------------------|
| Rajasthan  | Bhilwara   | Surbhi Square (TU48)                | Bhilwara (TNB6)                     | Surbhi Square (TU48)   | Bhilwara (TNB6)                     |
| Rajasthan  | JAIPUR     | Bhawani Singh Road (2101)           | Elements Mall (6726)                | JAIPUR (TNC5)          | Elements Mall (6726)                |
| Rajasthan  | Kota       | Cine Mall (TY86)                    |                                     | Cine Mall (TY86)       | Cine Mall (TY86)                    |
| Tamil Nadu | CHENNAI    | Iyyapanthangal (TA36)               | ETA Porur (2962)                    | Chennai M (TNB8)       | Iyyapanthangal (TA36)               |
| Tamil Nadu | COIMBATORE | Nanjammas Complex Thudiyalur (TP59) | Nanjammas Complex Thudiyalur (TP59) |                        | Nanjammas Complex Thudiyalur (TP59) |
| Tamil Nadu | Salem      | Salem (TND2)                        |                                     | Salem (TND2)           | Salem (TND2)                        |
| Tamil Nadu | TRICHY     | Mangalam Towers (6214)              | Trichy (TND7)                       | Mangalam Towers (6214) | Trichy (TND7)                       |
| Telangana  | Hyderabad  | Liberty Plaza (6204)                | Yashoda Gardens (TB20)              | Kothapet (TGC4)        | Nizampet (TKS7)                     |
| Telangana  | Karimnagar | RRL Karimnagar (2946)               |                                     | RRL Karimnagar (2946)  | RRL Karimnagar (2946)               |

## II.1 Evening Audit

Service Provider shall provide to Reliance Evening Audit report for Top 9 cities listed below by evaluating Fruits and vegetables availability and Display guidelines, Hero Vegetables availability and Display guidelines HOT SPOT endcap evaluation, display and availability, **Pouch milk** availability, **billing counter** evaluation (stores keep changing with respect to location)

**Cities :** Ahmedabad , Bangalore , Chennai , Hyderabad , Jaipur, Kolkata , Mumbai ,NCR &Pune

**Format:** Fresh Signature, Smart, Smart Points



### 1.A Project Schedule and costing:

Project is undertaken in such a manner that every week KVI. Costing for the same is as given below

Total 24 cities,

| <u>City</u>        | <u>Competition</u> | <u>Format</u> | <u>Std Rate</u> | <u>SKU Count</u> |
|--------------------|--------------------|---------------|-----------------|------------------|
| Bangalore          | Dmart              | Smart         | 36.5            | 112              |
| PUNE               | Dmart              | Smart         | 36.5            | 108              |
| Ahmedabad          | Dmart              | Smart         | 36.5            | 116              |
| CHENNAI            | Dmart              | Smart         | 36.5            | 111              |
| Hyderabad          | Dmart              | Smart         | 36.5            | 117              |
| RRL Dwarka ( SPAR) | SPAR               | Smart         | 36.5            | 131              |
| MUMBAI             | Dmart              | Smart         | 36.5            | 108              |
| Nanded             | Dmart              | Smart         | 62.4            | 108              |
| Bhilwara           | Dmart              | Smart         | 61.5            | 108              |
| Kota               | Dmart              | Smart         | 58.3            | 108              |
| JAIPUR             | Dmart              | Smart         | 52.5            | 108              |
| VAPI               | Dmart              | Smart         | 52.9            | 116              |
| Ichalkaranji       | Dmart              | Smart         | 48.3            | 108              |
| NADIAD             | Dmart              | Smart         | 36.5            | 116              |
| Anand              | Dmart              | Smart         | 46.5            | 116              |
| COIMBATORE         | Dmart              | Smart         | 46.5            | 111              |
| Satara             | Dmart              | Smart         | 50.1            | 108              |
| Mehesana           | Dmart              | Smart         | 45.6            | 116              |
| Karimnagar         | Dmart              | Smart         | 51              | 117              |
| Salem              | Dmart              | Smart         | 58.8            | 111              |
| BHARUCH            | Dmart              | Smart         | 50.6            | 116              |
| Ratnagiri          | Dmart              | Smart         | 52              | 108              |
| ANANTAPUR          | Dmart              | Smart         | 52.9            | 116              |
| TRICHY             | Dmart              | Smart         | 48.3            | 111              |

### KVI Benchmarking:

\*Reimbursement of purchase of KVI items in all stores Rs 500.

Apart from the actual costing, reimbursement of purchased items would be done in some cases on a pre-agreed note.

Apart from the regular KVI and Benchmarking activities, sometimes Adhoc activities that need to be undertaken according to the requirement and carried out as per the agreed costing.

### 1.A Project Schedule and costing: Evening Audit

Project is undertaken in such a manner that every week I. Costing for the same is as given below





| Sr, No | Cities/Locotion | No of Store per week | Monthly Store count | Rate  |
|--------|-----------------|----------------------|---------------------|-------|
| 1      | NCR             | 4                    | 16                  | 1,140 |
| 2      | MUMBAI          | 4                    | 16                  | 1,140 |
| 3      | PUNE            | 4                    | 16                  | 1,140 |
| 4      | BANGALORE       | 4                    | 16                  | 1,140 |
| 5      | HYDERABAD       | 4                    | 16                  | 1,140 |
| 6      | AHEMDABAD       | 4                    | 16                  | 1,140 |
| 7      | KOLKATA         | 4                    | 16                  | 1,140 |
| 8      | CHENNAI         | 4                    | 16                  | 1,140 |
| 9      | JAIPUR          | 4                    | 16                  | 2,000 |

\*Reimbursement of purchase of Evening audit items in all stores Rs 100.

- **Revision in rates of any kind would be done only on mutual consent and in writing.**

#### 1. Deliverables of the activities:

- Weekly KVI report on Wednesday 11am and bills by Thursday morning.
- Field data: Price and Promotion data for all City-Stores covered in the exercise in MS Excel format.
- Reports
  - Calculate and publish the Price Index City wise and Competitor wise as per Operational Protocols
  - Develop Price Benchmarking reports as per Operational Protocols
- Evening Audit conducted on Wednesday or Friday , report published on every Monday morning.

#### 2. Changes in Scope of Work

Any change in scope of work (including changes in the stores that need to be covered, changes in cities to be covered) shall be mutually discussed and agreed by the Parties in writing.

Service Provider will make changes to the report format as required by Reliance without any additional charge/cost.

### SCHEDULE III

#### SERVICE CHARGES AND PAYMENT MECHANISM



## 1. Service Charges:

- i. Subject to acceptance of deliverables by Reliance, Service Provider shall be entitled to Rs (mentioned in Project Schedule and costing in Schedule II) for KVI or Benchmarking activity. In the event Service Provider fails to perform Services in respect of any Store, or partial acceptance by Reliance, Service Charges for the Benchmarking/KVI shall be adjusted on actuals and informed to the Service Provider within 7 days of data delivery.

## 2. Payment Mechanism

- i. Upon completion of services for each Benchmarking/KVI and subject to acceptance of Deliverables by Reliance, Service Provider shall raise an invoice on Reliance, in the format determined by Reliance each month. It is hereby expressly clarified that in the event Deliverables or any part thereof are not acceptable to Reliance for any reasons whatsoever, Reliance shall not be liable to make payment to the Service Provider for Deliverables which are rejected by Reliance.
- ii. Service Provider shall provide Reliance with Price Index and detailed reports with supporting data which shall be approved by Reliance before releasing each payment.
- iii. Reliance shall, within 30 days from the date of receipt of an invoice pay undisputed amounts of the invoice to the Service Provider.
- iv. All payments shall be subject to deduction of tax as per prevailing tax laws of India.
- v. Reliance shall pay the amount of service tax, if any applicable on the Service Charges payable by Reliance as per paragraph 1 of this Schedule III. Service Provider shall be liable to pay such amounts of service tax to the concerned service tax authorities as per applicable laws and provide Reliance with challans as proof of such payment.
- vi. Service Provider shall be liable to bear and pay to the concerned authorities amounts towards all other taxes, duties, cess etc applicable on the above amount of Service Charges payable by Reliance

## SCHEDULE IV

### REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

1. The Service Provider represents warrants and undertakes that:

- i. it is duly authorized to enter into this Agreement and that it will comply with all Applicable Laws.
- ii. it is a duly incorporated company and has the requisite authority to enter into this Agreement.



iii. it shall, at its own cost and expense engage and mediate experienced, efficient, and qualified personnel for rendering Services hereunder, with prior written approval of Reliance

iv. it shall not make change or remove the Service Provider Representative except with prior written consent of Reliance.

v. it shall provide the credentials of the Service Provider Representative to Reliance.

vi. it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure necessary to effectively and properly provide the Services and that the Services provided under this Agreement shall be performed with the highest degree of skill and judgment and as per the Good Industry Practice.

vii. it shall, at its own expense, correct the Deliverables and any Service result, which are deficient or incomplete or not to the satisfaction of Reliance because of Service Provider's failure to perform Services in accordance with the terms of this Agreement.

vii. it has all right, power and authority to provide the information, specifications, data, work for hire, Deliverables and Services that it has or shall provide during the term of this Agreement and that possession and use of such information, specifications, data, work for hire, and Deliverables shall, at no point in time, whether during or after expiry / termination of this Agreement, constitute an infringement, or threaten infringement, of any patent, copyright, trade secret, or any other intellectual property right of any third party or give rise to any claims on Reliance by any third party,

viii. the execution, delivery and performance of this Agreement will not conflict with, result in a breach of or default under Applicable Law or regulation, or any order, writ, injunction, decree or restriction of any Court or governmental Authority or any agreement or arrangement or understanding, written or oral, to which it is a party or by which it or any of its assets are bound,

ix. it shall promptly obtain all necessary licenses, permits, approvals, consents and sanctions as shall be necessary or required from time to time under Applicable Law or regulation or otherwise for performance by it of all its duties, obligations and responsibilities hereunder, including but not limited to (a) provision of the Services hereunder(including in respect of the Service Provider Representatives) (b) use of the Deliverables by Reliance (c) vesting of all intellectual property rights in the work for hire solely and exclusively in Reliance, and use of the work for hire by Reliance.

x. it shall defend at its own expenses any suit, claim, demand or proceedings instituted against Reliance and / or affiliates or in which Reliance and / or affiliates may be joined as a defendant or respondent, due to or arising out of use of the Deliverables or any Service result, based upon charge of any infringement or claim of infringement by Service Provider of any patent, copy right, trade secret, know-how or any other intellectual property rights or give rise to any claims on Reliance by any third party. Service Provider shall furnish to Reliance all Deliverables as per Scope of Work herein. Service Provider shall provide all of the documents and records produced in connection with Deliverables and any other documents related to the Services herein that may be required by Reliance from time to time. Service Provider shall be responsible for any loss arising out of or relating to the negligent act or omission of Service Provider, its employees, agents or sub-contractors in failing to maintain proper records and documentation with respect to above. Service Provider shall reimburse Reliance for any such loss of Reliance's property at the replacement cost applicable thereto.



## **SCHEDULE V**

### **INTELLECTUAL PROPERTY**

1. All Deliverables shall be submitted by Service Provider to Reliance, in electronic form compatible with and readable on Reliance computers and systems to the satisfaction of Reliance. The Soft Copy of all Reports, Presentations, Word Documents, and other deliverables shall be submitted by Service Provider in MS-Office 2003 format as provided in table 2 of SCHEDULE II. Service Provider hereby grants to Reliance a royalty-free, paid up, worldwide, perpetual, exclusive, sub-licensable right to use any pre-existing Service Provider's intellectual property incorporated in any Deliverable, solely for Reliance's use of that Deliverable for its business purposes to the extent it is permitted by law.
2. Notwithstanding anything to the contrary herein contained, the Parties agree that all Deliverables developed for Reliance, by Service Provider or Service Provider's Representatives, whether in verbal or written format (either hardcopy or softcopy) and whether accepted and/or rejected by Reliance during the term of this Agreement, constitute "work for hire" and Service Provider hereby assigns all its rights to copyrights in the Deliverables and Reliance shall be the sole and exclusive owner of rights in such Deliverables.
3. Service Provider agrees that it shall take and cause to be taken all steps and necessary or required action and execute necessary documents that Reliance may request to assign and to confirm and/or perfect and protect Reliance's title to and in the Deliverables.
4. Notwithstanding anything contained in the Copyright Act, 1957, the assigned rights shall not lapse if not exercised by Reliance, within one year from the date of assignment or at all. Service Provider shall keep Reliance fully informed of all the Deliverables developed by it from time to time. Service Provider shall not misuse the Confidential Information and/or Intellectual Property of Reliance or Deliverables developed by it for Reliance and shall not file in its own name or in the name of any third party any applications for registration of intellectual property rights relating to or having nexus to the Confidential Information of Reliance or Deliverables.
5. Service Provider shall also, under no circumstances, use a Reliance trade secret for purposes other than advising Reliance on matters connected with the Deliverables or for any other purposes for which they have received Reliance's written consent and authorization. All Information which is either marked as "trade secret" or with similar legends or information that is disclosed in circumstances that would lend it the character of being a trade secret/confidential/proprietary or sensitive shall be considered to be a trade secret for the purpose of this Agreement.

