



Ipsos research Pvt.Ltd PURCHASE ORDER

MARKET XCEL DATA MATRIX PVT LTD

GROUND FLOOR, 17, OKHLA
INDUSTRIALESTAT
NEW DELHI, DEL 110020
ashish.kumar@market-xcel.com
Supplier number: 13796433

PO NUMBER **181364**
DATE **04/11/25**
PAYMENT TERMS **30 days net**
SHIPPING TERMS
CURRENCY **INR**
CONTRACT
CONTACT **Ravindra Yadav**
Ravindra.Yadav@ipsos.com

Ship To

Ipsos research Pvt.Ltd
Lotus Corporate Park Unit
No.1701 17th floor
F Wing Off Western Express
Highway Goregaon (East)
Mumbai , MH 400063
F-IN002
Attn: Ravindra Yadav

Bill To

Ipsos research Pvt.Ltd
Lotus Corporate Park, 1701,
17th Floor, F Wing
Off Western Express
Highway, Goregaon East
Mumbai, Maharashtra
400063
Attn: Ravindra Yadav

Line	Description	Need By Date	Qty Unit	Price	Total
1	Solitaire_PostLaunchAssessment_24-085171-01_Market Xcel To be mentioned in the invoice: BU - 32224 - Health - Mumbai-IPSOS-JOB-JOB - 2408517101 - Solitaire_PostLaunchAssessment-N/A	03/31/25		303,050.00	303,050.00
					303,050.00 INR

INVOICE INSTRUCTIONS

Effective 28/09/2022 all invoices are required to be submitted in PDF format using the following email address: invoices+in@ipsos.coupahost.com
Please ensure to refer the PO, BU and JOB numbers in your invoice.

This Purchase order shall be governed by and subject to the Master Service Agreement that was signed between parties, or, in lack of a Master Service Agreement, it shall be governed by the below General Terms and Conditions for purchase of Goods and/ or Services. In the event of any inconsistency between the terms of this Purchase Order and the Terms and Conditions incorporated herein (in the lack of a Master Services Agreement signed between parties), the Terms and Conditions will prevail.

Reference is made to the attached Purchase Order (hereinafter referred to, as applicable, the "PO") between Supplier and Ipsos for the provision of good and/or services identified in the PO and any proposal or other similar document issued by the Supplier and accepted by Ipsos relating thereto (the "Proposal"). The general terms and conditions below (the "T&Cs"), the PO and the description and other specifications of the goods and/or services identified in the Proposal shall be collectively referred to herein as the "Agreement". In the event that Supplier indicates acceptance of the attached PO via signature, fax or e-mail, such acceptance of the attached PO shall be deemed to include acceptance of these T&Cs. In the event Supplier neither express its acceptance nor rejection to the PO and these T&Cs, in such case Supplier's commencement of work on the goods and/or services subject to this PO or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of the attached PO and these T&Cs. Acceptance or deemed acceptance of a PO shall imply acceptance of these T&Cs by the Supplier. Once a PO has been accepted or deemed accepted by the Supplier in the manner as aforesaid, it shall be binding on the parties.

1. **Engagement.** Ipsos hereby engages Supplier to perform services ("Services") and/or supply goods ("Goods") as set forth in the PO. Supplier will comply with all relevant policies and codes of conduct of Ipsos including but not limited to the code of conduct as available, refer Annexure A <https://vendors.ipsosindia.in/> and Ipsos' client ("Client") for whom the Services are performed, if any. Supplier shall supply the Goods and/or provide the Services with at least the same degree of quality and timeliness customarily exercised by Supplier in connection with its own business operations. Time is of the essence of the PO. In the event of supply of Goods, delivery of Goods will be made as specified in the PO. Vendor will attend any meetings as Ipsos may request and prepare and submit any reports or supply any information relating to the Services as may be required by Ipsos. Ipsos reserves the right to reject Goods and to cancel all or any portion of the PO in the event of failure to deliver at the time and place specified. Ipsos's acceptance of any part of the PO not delivered as specified herein shall not obligate Ipsos to accept the remainder of that PO or any future POs. All Services and/or Goods shall be received subject to Ipsos's inspection and acceptance, conforming strictly to the requirements of the PO. If, at any time, the applicable Client postpones or causes any other delay to the Services, Ipsos shall promptly notify Vendor of such delay and, upon receipt of such notice, Vendor shall immediately cease all activities under this PO and shall forfeit any right for reimbursement for any and all charges or costs it incurs after it has received notice to cease activities under this PO, including any fees computed on such forfeited costs. Notwithstanding anything to the contrary contained in this Agreement, Vendor acknowledges that Client(s) may impose certain terms or obligations and/or restrictions on Ipsos and Ipsos' vendors/subcontractors/contractors ("Ipsos End Client Terms"). If Ipsos End Client Terms conflict with or are in addition to the existing terms of this Agreement or a Work Order, Ipsos shall, in its sole discretion, include such additional terms as necessary by amending this Agreement. Vendor shall endeavor to agree to such terms in good faith. To the extent Vendor is unable to agree to or accept such terms, Ipsos may, in its sole discretion, terminate this Agreement or PO immediately.
2. **Compliance.** In the performance of its obligations under this Agreement, Supplier represents and warrants that it shall at all times comply with all applicable laws, rules, and regulations, including but not limited to laws related to data privacy, anti-corruption, anti-bribery and export control laws, as well as the policies, codes of conduct and professional standards of Ipsos and the Client for whom the Services are performed (if any), including, but not limited to ICC/ESOMAR International Code on Market Opinion and Social Research and Data Analytics where Services pertains to market research related services.
3. **Penalty:** Should Vendor fail to complete any milestone in accordance with the terms specified in the PO Vendor shall, promptly and at its own expenses, take any and all actions necessary to cure such delay within the time frame specified by Ipsos. Should Vendor fail to cure the delay within such time frame, a penalty of 2% the total amount of the PO will be applied per week of delay. Ipsos may also apply penalties for defective performance in the event Vendor fails to meet the quality indicators as specified by Ipsos. It is expressly understood that the application of the penalties for late delivery or for defective performance does not relieve Vendor from its obligations hereunder, nor prevent Ipsos from any claim of damages or seeking any other remedies available to Ipsos.
4. **Payment.** The fees and charges for the Goods and/or Services shall be the price as set forth in PO. Supplier will invoice Ipsos for the Good/Services in accordance with the billing schedule set forth in PO, and Ipsos will pay those invoices within the days stipulated in the attached PO after Ipsos receives an invoice that is satisfactory to Ipsos in form and content. The invoices issued by the Supplier shall mention the attached PO number, without which the invoices shall not be accepted or qualify for payment until rectified. Any out-of-pocket expenses incurred in connection with the Services provided or Goods supplied, for which Supplier seeks reimbursement must be approved in advance by Ipsos and shall be reasonable, documented, and invoiced to Ipsos without mark-up. Supplier shall furnish to Ipsos any analysis or breakdown of the price as Ipsos may reasonably request. The PO shall not be filled at prices higher than last quoted or charged by Supplier, except as expressly agreed by Ipsos. As a condition to any payment hereunder, Supplier agrees to indemnify, defend and hold harmless Ipsos from and against any and all liens and encumbrances arising out of Supplier's performance of the Order or arising out of any claim for payment by any laborer, subcontractor or supplier of Supplier. In case the Vendor is an MSME (Micro, Small and Medium Enterprise) registered under the Micro, Small and Medium Enterprise Development (MSMED) Act, 2006, the Vendor must share their registration certificate with Ipsos before commencing any services. Furthermore, the vendor is required to share the renewal certificate every year. In the event that the vendor fails to furnish the necessary certificates on time, the Vendor shall not be entitled to any benefits under the MSMED Act.
5. **Taxes,** As required under the Goods and Service Tax ("GST") laws as amended from time to time and any rules and regulations thereunder ("GST Laws"), it is agreed that the Supplier will pass on any benefit due to reduction in rate of tax or from input tax credit by way of commensurate reduction in prices. Further, invoices shall be raised by the Supplier in compliance with all applicable laws including but not limited to the GST Laws. The Supplier warrants to comply with all required provisions of GST Laws including but not limited to invoice compliance, reporting compliance, payment of taxes and information and document compliance as well as provide IPSOS such support as may be required including but not limited to providing information such as, its GSTIN, GST registered address, GST compliance rating, etc. amongst others and maintenance of appropriate level of GST compliance rating with a view to enable IPSOS to avail GST input tax credit for the taxes paid and such other requirements. The Supplier hereby acknowledges and agrees that if it fails to comply with the GST Laws, and any covenants as mentioned above and as such renders Ipsos ineligible for any GST input tax credit amongst other consequences, Ipsos shall have the right to (i) withhold entire invoice payment until the non-compliance so noticed is corrected and Ipsos is able to avail corresponding input tax credits; (ii) cause the Supplier to rectify the said non-compliance during a the cure time given for the same; or (iii) terminate this Agreement; at the sole option and discretion of Ipsos, and it may exercise such other rights and remedies as per the terms of this Agreement.
6. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue in force till the Good and/or Services are delivered to the satisfaction of Ipsos (the "Term"), unless earlier terminated as set forth herein. Either party shall have the right to terminate this Agreement, effective immediately, at any time and without prior notice, if the other party fails to cure a breach of this Agreement within fifteen (15) days of receiving written notice of such breach by the non-breaching party. In addition, Ipsos shall have the right to terminate this Agreement without cause upon thirty (30) days prior written notice to Supplier, or immediately if the Client for whom the Services are being provided terminates its agreement with Ipsos for such Services.
7. **Title; Risk of Loss.** Unless otherwise specified in the PO, title and risk of loss of any Goods sold hereunder shall transfer to Ipsos at the time the goods are delivered to Ipsos's facility or at a place as specified in the PO. Goods must be shipped/ transported at the cost and risk of the Supplier to the specified place of delivery as stated in the PO. If supply is for more than three items in a particular shipment, a packing list shall be included with each shipment. Two copies of valid tax invoices shall be forwarded to Ipsos not later than the day after shipments are made. Individual invoices shall be issued for each separate shipment. Ipsos shall not be charged for packaging, boxing, crating or cartage. All invoices, packing lists shall clearly reference piece number.
8. **Representations and Warranties.** Supplier represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws; (ii) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the performance of its Services and/or supply of Goods; (iii) the Goods/Services shall not violate or infringe upon the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party; (iv) Supplier shall not use the name, logos or trademarks of Ipsos or any of Ipsos' end clients in any advertising, marketing or promotional materials, press releases or press conferences without Ipsos' prior written consent; (v) all Goods and/or Services shall strictly conform to Supplier's specifications, drawings, samples and other written materials and descriptions and such Goods and/or Services shall be delivered timely, diligent, and workmanlike manner, and with the highest professional standards of Suppliers who perform comparable services/ supply comparable goods within or for the relevant industry; (vi) all Goods and/or Service shall be of merchantable quality and suitable for the particular purposes intended, whether express or reasonably implied;

In relation of supply of Goods, Supplier additionally warrants that: (i) all Goods shall bear all warnings, labels, and markings required by applicable laws and regulations (ii) none of the goods covered hereby, to the extent they are subject to laws prohibiting adulteration or misbranding, is adulterated or misbranded within the meaning of such laws as of the date of delivery to Ipsos; and (iii) the Goods furnished under or used in connection with the PO and Ipsos's express or reasonably implied intended use thereof, do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

9. **Confidentiality.** "Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, tools, techniques, methodologies, processes, lessons learned, models, know-how, algorithms, specifications, computer programs and software; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project proposals, personnel, and business relationships, including, without limitation, any information relating to the business or intellectual property of Ipsos' end clients.

Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfill its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees 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 or are bound by a similar written agreement containing terms regarding confidentiality that are at least as strict as those set forth 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. The confidentiality obligations herein shall survive any expiration or termination of this Agreement. The obligation of confidentiality, however, shall not apply to information which: (i) is at the time of receipt or dissemination, or thereafter becomes, generally available to the public other than through a breach of this Agreement by the receiving party; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired from the disclosing party; (iii) is acquired or rightfully received without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or applicable law, provided that the receiving party first gives the disclosing party reasonable notice of such court order or law and an opportunity to oppose or attempt to limit such production. The receiving party will advise the disclosing party immediately of any known or suspected breach or threat of breach of this Agreement, or of any unauthorized disclosure of Confidential Information, and will cooperate with the disclosing party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. Upon completion of the Services or the disclosing party's earlier written request, the receiving party shall at disclosing party's option either: (i) return disclosing party's Confidential Information, in whatever form held by the receiving party, or (ii) certify in a writing signed by a duly authorized officer or representative of the receiving party that such Confidential Information, in whatever form held, has been destroyed. Notwithstanding the foregoing, the receiving party shall not be obligated to return or destroy Confidential Information to the extent it has been electronically archived by the receiving party in accordance with its security and/or disaster recovery procedures as in effect from time to time; provided that any such Confidential Information so retained shall remain subject to the confidentiality and non-use provisions contained herein for so long as it is retained by the receiving party, irrespective of the term of this Agreement.

10. **Personal Data Protection.** If Vendor collects, stores or processes ("Process"), any Personal Data in connection with the Services, Vendor hereby undertakes to comply with the requirements for the Processing of such Personal Data as per (i) data privacy rules and regulations including but not limited to GDPR and (ii) DATA PROCESSING AGREEMENT as available, refer Annexure B., <https://vendors.ipsosindia.in/> "Personal Data" are all information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

- 8 **Indemnification.** Supplier shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable attorneys' fees, initiated by or on behalf of third parties to the extent arising out of any acts or omissions of Supplier or any breach or violation by Supplier of its representations and warranties, obligations (including breach of data protection laws and regulations) or other terms of this Agreement.

- 9 **Limitation of Liability.** Neither party shall be liable to the other for lost profits or revenues or other speculative economic loss, including consequential, special, punitive or other similar damages, arising from or related to this agreement, except with respect to third party indemnification claims as specified above. Ipsos' liability under the Agreement shall be limited to direct damages resulting from failure to comply with a material obligation, or wilful misconduct in the performance of its obligations, and such damages to be limited the amount of fees paid to Vendor under the Purchase Order from which such claim(s) arise during the preceding twelve (12) months.

- 10 **Ownership of Work Product** Ipsos shall own all ideas, designs, concepts, materials, reports, data, analyses, inventions, discoveries, improvements, and processes created or developed by Supplier which result from the performance of the Services, including, without limitation, all deliverables identified in the Work Order and all intellectual property rights therein (collectively, the "Work Product"). The Work Product shall be considered "works made for hire" in accordance with United States copyright law. In the event that such works are determined not to constitute "works made for hire" as a matter of law, Supplier hereby irrevocably assigns to Ipsos all of its right, title and interest in and to the Work Product, including, without limitation, all related patents, copyrights or trademarks and all applications therefore. Upon Ipsos' request, Supplier will execute and deliver to Ipsos all documents necessary to perfect Ipsos' right, title and interest in and to the Work Product. Without limiting the generality of the foregoing, if Supplier enhances, modifies or creates derivative works of any Confidential Information of Ipsos, any such copies, modifications and/or derivative works shall remain the sole and exclusive property of Ipsos. Notwithstanding the foregoing, Supplier will retain ownership of Supplier's technologies and other intellectual property in existence prior to the commencement of Services hereunder or developed independently of the Services hereunder, unless created expressly for the performance of the Services or the benefit of Ipsos. Supplier grants to Ipsos and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, world-wide license to use and copy any such intellectual property that is incorporated into the Work Product or the Services to the extent necessary to use the Work Product and the Services for Ipsos' business purposes. Prior to any deletion of Ipsos Work Product, for any reason, Supplier shall confirm with at least thirty (30) days prior written notice to Ipsos, that all such Work Product has been transferred to Ipsos, including without limitation, all reports, deliverables, designs, materials, data, and analyses involved in such Services and creation of the Work product by Supplier.

- 11 **Non-Solicitation of Employees:** During the Term and for a period of twelve (12) months thereafter, Supplier will not, either for itself or for a third party, solicit or hire any of Ipsos' employees or contractors or induce any of them to terminate or breach an employment, contractual or other relationship with Ipsos or to devote less than their full best efforts to the interests of Ipsos.

- 12 **Non-Solicitation of Clients:** During the Term and for a period of twelve (12) months thereafter, Supplier will not, either for itself or for a third party, directly or indirectly solicit the business of or directly perform any competing services for actual or prospective clients of Ipsos (i) as to which Supplier performed Services or had direct contact in connection with Supplier's engagement with Ipsos or (ii) as to which Supplier had access to client confidences or client confidential information during the course of Supplier's relationship with Ipsos. Supplier further agrees that during the Term and for a period of twelve (12) months thereafter, it will not encourage or assist any person or entity in competition with Ipsos to solicit or service any actual or prospective client of Ipsos covered by this Section, or otherwise seek to encourage or induce any such client to cease doing business with, or reduce the extent of its business dealings with, Ipsos, and Supplier shall refer all opportunities relative to such clients exclusively to Ipsos.

- 13 **Ipsos End Client Communication** - The Vendor shall not communicate with Client regarding any matter relevant to the prime/underlying contract and/or this Agreement without the prior consent of Ipsos. This prohibition is not applicable to communications with the Client when such communications are strictly necessary to perform the Services.

- 14 **Exclusivity.** During the Term, Supplier agrees that it will not directly or indirectly render any service or advice to any person or entity that competes with Ipsos in the products or services it offers to its clients.

- 15 **Insurance.** At all times during the course of performing any Services for Ipsos or supplying any Goods to Ipsos, Supplier will maintain insurance of the types and in the amounts sufficient to cover its obligations under this Agreement including but not limited to:

- Commercial General Liability insurance of an amount not less than INR 10,00,00,000 per Occurrence and in Aggregate
- Professional Liability of an amount not less than INR 10,00,00,000 per Occurrence and in Aggregate
- Worker's Compensation as mandated by applicable law.

d. Employers Liability as per industry standard.

Upon the request of Ipsos, Supplier will promptly furnish Ipsos with certificates confirming such insurance coverage.

- 16 Data Purging:** upon the request of Ipsos or at the termination of this Agreement, Supplier hereby agrees to purge/ destroy/ dispose of all copies, whether in written, electronic or other form or media, of all project workings including without limitation, the questionnaires, presentations, statistical data, personal information if any, provided by or collected on behalf of Ipsos ('project data'), relating to the project(s) carried out under this agreement and certify in writing to the Ipsos that such project data has been disposed of securely in the format prescribed by Ipsos. Supplier understands that all such project data is the Ipsos's Confidential Information and the provisions in this Agreement which apply to Confidential Information shall accordingly apply to such data.

Prevention of Fraud and Corruption: The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Ipsos immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur. If the Supplier or the Staff engages in conduct prohibited by condition 15 (Prevention of Fraud and Corruption) or commits fraud in relation to the Agreement, Ipsos may terminate the Agreement and recover from the Supplier the amount of any loss suffered by Ipsos resulting from the termination, including the cost reasonably incurred by Ipsos of making other arrangements for the supply of the Services and any additional expenditure incurred by the Ipsos throughout the remainder of the Agreement or recover in full from the Supplier any other loss sustained by the Ipsos in consequence of any breach of this Condition.

United Nations Global Compact: Social responsibility in all entrepreneurial activities is of critical importance to Ipsos, and thus Ipsos is a signatory to the "United Nations Global Compact" initiative. This initiative is based on ten fundamental principles intended to make globalization more sustainable and to meet businesses' responsibilities regarding human rights, labour, environment and anti-corruption. Ipsos is committed to implement the principles of UN Global Compact, which are detailed and can be accessed via <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>. Supplier hereby agrees to comply with these principles, to implement appropriate policies and procedures to ensure its compliance, and to ensure that it takes no action that would cause Ipsos to be in violation of these principles. To ensure compliance with this Section, Ipsos or its designated auditors may audit Supplier at Ipsos' expense during the Term of this Agreement and a period of two (2) years thereafter, or Ipsos may require Vendor during the Term of this Agreement and a period of two (2) years thereafter, to complete a generally accepted independent third-party responsible sourcing audit (e.g. Ecovadis, SMETA 4, etc.) at Ipsos' expense.

ESG. Definitions. For the purposes of this Section:

(a) "ESG" means all the aspects of ESG including environmental, social and governance factors considered by companies, investors, public sector and other organisations in a wide range of decision-making processes and situations including strategy, purpose financing, company reporting and supply chain management. In the context of this Agreement, ESG also refers to environmentally sustainable objectives including climate change mitigation; climate change adaptation; the sustainable use and protection of water and marine resources; the transition to a circular economy, waste prevention and recycling; pollution prevention and control; and the protection of healthy ecosystems; (b) "GHG Reporting Standards" means the standards for the measurement, reporting and management of greenhouse gases published by the Greenhouse Gas Protocol; (c) "Greenhouse Gas Protocol" means the Greenhouse Gas Protocol promulgated by the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD); and (d) "Product Carbon Footprint" means the total Greenhouse Gas Emissions over the whole life of any Services and supplied products, from the extraction of raw materials and manufacturing through to its use and final re-use, recycling or disposal, including Scope 1, Scope 2, and Scope 3 Emissions (as defined in the Greenhouse Gas Protocol), as described in the Greenhouse Gas Protocol.

Good Environmental Practice: Vendor shall: (i) use reasonable efforts to meet the principles of a circular economy in its operations and products, where possible; (ii) use its best efforts to minimise any waste materials and to turn waste materials into diverted waste, where possible; and (iii) use reasonable efforts to reduce carbon emissions and its impact on climate change.

ESG Report: Vendor represents and warrants that it will maintain complete and accurate records of all greenhouse gas emissions and other related ESG metrics associated with the performance of the Services. Vendor shall provide this information to Ipsos in an annual ESG report according to the guidelines, principles, and format set out in Annexure C, <https://vendors.ipsosindia.in/> ("ESG Report"). Vendor shall provide the ESG Report within forty (40) Business Days after the end of each calendar year, and more frequently as Ipsos may reasonably request. Vendor shall commission an independent third party, at Vendor's sole cost and expense, to independently verify and confirm all information contained in the ESG Report and provide Ipsos with a certification from such third party that the information within the ESG Report is true and accurate in all material respects. At Ipsos' option, the parties shall meet quarterly to review Vendor's sustainability performance, including Vendor's greenhouse gas and "green" objectives, industry best practices, the emergence of new and evolving relevant technologies and processes, an overview of Vendor's ESG metrics, and the Vendor's improvement initiatives.

Audit: During the term of this Agreement and for two (2) years thereafter, Vendor shall retain all data, books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (collectively "Records"). The Records shall be maintained in accordance with recognized accounting practices and in such a manner that they may be readily audited. The Records shall be available for direct inspection by Ipsos, or its designated representatives and under a duty of confidentiality by Ipsos and/or its designated representatives. Any such audit shall be conducted during normal business hours upon Ipsos' reasonable advance request, while this Agreement remains in force and for two (2) years after its expiration or termination. Vendor shall impose the same obligations on all subcontractors if any. Vendor shall promptly reimburse Ipsos for any amounts which the inspection discloses were paid by Ipsos but were not in compliance with the terms of this Agreement. In addition, if the audit reveals that any reimbursement is owed to Ipsos by Vendor of more than five (5%) of the amounts paid to Vendor, Vendor shall reimburse Ipsos for the costs of the audit. In the event Ipsos requires information in electronic format from Vendor in connection with a discovery process, lawful search warrant, court order, subpoena, or other valid legal, regulatory or administrative process, Vendor agrees to take reasonable and immediate steps to meet Ipsos' requirements at Ipsos' expense. Ipsos shall be entitled to terminate the Agreement immediately if Vendor fails to cure any such breach or failure.

Reporting of Adverse Events Where the Services relate to healthcare and/or pharmaceutical market research, Vendor agrees to comply with the terms of the Pharmacovigilance terms as available, refer Annexure D, <https://vendors.ipsosindia.in/>.

No Subcontracting. Supplier shall not subcontract any of its obligations hereunder without Ipsos' prior written consent.

Assignment and Transfer. This Agreement will be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, provided that Supplier shall not assign or transfer this Agreement without the express prior written consent of Ipsos.

Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State in which the Ipsos office that executes this Agreement is located without reference to its principles of conflicts of law. The parties hereby consent to the exclusive jurisdiction of the courts of the State in which the Ipsos office that executes this Agreement is located for all disputes arising out of this Agreement or relating to the Services.

Independent Contractors. Supplier is an independent contractor of, and not an employee, agent or authorized representative of, Ipsos. No agency, partnership, joint venture, employer-employee relationship, or other business combination between Supplier and Ipsos is intended or created by this Agreement. Supplier will be responsible for payment and/or withholding of all income, social security, unemployment compensation, workers compensation, and other employment related taxes pertaining to Supplier and its employees, and Ipsos will have no such responsibilities, nor will Ipsos be responsible for any health, life, disability or other benefits for Supplier or its employees. Supplier will have no authority to bind Ipsos to any undertaking or agreement with any third party.

Injunctive Relief. Supplier acknowledges that, in view of the nature of the business in which Ipsos is engaged, irreparable injury to Ipsos could result should Supplier violate the confidentiality and non-solicitation provisions set forth herein. Supplier therefore agrees that in the event of any actual or threatened violation of those Sections, Ipsos will, in addition to all other rights and remedies available to it, at law or otherwise, be entitled to an immediate injunction to be issued by any court of competent jurisdiction restraining Supplier from committing such violation, together with reimbursement of any costs and attorneys' fees incurred by Ipsos to enforce this Agreement.

Notices All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as mentioned in the attached PO, or to such other address as either Party may, by written notice, designate to the other. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.

28 Survival. Sections 5 through 10, and 16 through 25 of this Agreement shall survive any termination or expiration of this Agreement.

29 No Waiver. If either party fails to fully exercise any right, power or remedy under this Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of this Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.

30 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected and those provisions shall remain in full force and effect. If a court or other decision-maker should determine that any provisions of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

31 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

32 Entire Agreement. The Agreement contains the sole and entire agreement between the parties with respect to its subject matter and shall not be modified except by a written instrument signed by Ipsos and Supplier. This Agreement shall govern the Services provided and/ or Goods supplied under this Agreement and the PO. Supplier acknowledges and agrees that no other document, in particular Supplier's own general conditions of sale and/or purchase or specific conditions that may be incorporated in its quotation, invoice, sales and/or purchase order, or other commercial documents, shall prevail over this Agreement even though Supplier may issue its own quotation, invoice, sales and/or purchase order, or other commercial documents for administrative purposes.