

60__decibels

Non-Disclosure Agreement

7/14/2023

This Non-Disclosure Agreement (this “*Agreement*”), made as of _____ between 60 Decibels Impact Private Limited (“*60 Decibels*”) and [INDEPENDENT CONTRACTOR, a Market Xcel Data Matrix Pvt Ltd registered in Indian companies act 1956 [GEOGRAPHY] and their affiliates (collectively, the “*Market Xcel*”), governs the disclosure and sharing of any Confidential Information (as defined below) disclosed by 60 Decibels and its representatives (defined below) to the Recipient and its representatives. For purposes of this Agreement, the term “representatives” means the directors, officers, employees, volunteers, donors, agents, affiliates, advisors, consultants and counsel or other representatives of the Recipient or 60 Decibels, as applicable.

1. **Definition of Confidential Information.** “**Confidential Information**” means any and all confidential and proprietary information, whether or not identified as “non-public”, “confidential” or “proprietary”, concerning 60 Decibels (including its affiliates) or any of its (or their) past, present or prospective donors, investees, co-investors, limited partners, noteholders, joint-venture partners, business leads, and other related individuals or organizations (collectively, the “*60 Decibels Associates*”), in each case in whatever form (including written, oral, visual and electronic forms) whether furnished before or after the date of this Agreement and regardless of the manner in which it was furnished and all analyses, compilations or other materials prepared by you which contain or are based, in whole or in part, on such information. Without limiting the scope of this definition, Confidential Information includes but is not limited to any information concerning current or prospective donors, or any business, marketing or financial data, business plans, fundraising or business strategy, portfolio-related documents, business processes, investment criteria, proprietary technology or systems, metrics or trade secrets of 60 Decibels or the 60 Decibels Associates; and any other record or relating to the past, present or prospective business, products or services of 60 Decibels or the 60 Decibels Associates. All Confidential Information and copies thereof are the sole property of 60 Decibels. Notwithstanding the foregoing, the term Confidential Information shall not apply to information that 60 Decibels has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain through no act or omission of the Recipient.
2. **Use of Confidential Information.** The Recipient agrees that it will make use of the Confidential Information only for the purpose of providing the services set forth under the Master Services Agreement and subsequent Project Letters between 60 Decibels and the Recipient (the “**Purpose**”), and will not use the Confidential Information for any other purpose. The Recipient agrees to promptly provide 60 Decibels copies of any documents, materials or other information in whatever form (including oral, visual or electronic forms) derived from Confidential Information. The Recipient agrees that it will not permit or facilitate use of any Confidential Information by any other person or entity without the prior written consent of 60 Decibels, except by the Recipient or its representatives, subject to the provisions of this Agreement. The Recipient agrees that the Confidential Information will not be used, at all times and under any circumstances, in any way detrimental to 60 Decibels or for the purposes of competing with 60 Decibels, its affiliates or its investees.
3. **Maintenance of Confidential Information by Recipient.** The Recipient agrees that it will: (a) keep confidential the Confidential Information, (b) not, without 60 Decibels’s prior written consent, directly or indirectly disclose or reveal to any person (other than its representatives who need to know such information for the Purpose) any Confidential Information or the fact that Confidential Information has been provided to or discussed with the Recipient, and (c) not use the Confidential Information for any purpose other than the Purpose.

The Recipient further agrees: (a) to inform its representatives of the confidential nature of the Confidential Information and of the existence of this Agreement; and (b) to instruct its representatives to (1) keep the Confidential Information confidential and (2) not disclose or reveal any the Confidential Information to any person except as otherwise permitted by this Agreement.

The Recipient or its representatives may disclose Confidential Information to the extent required by any law, order, rule or regulation of any court of competent jurisdiction, or any judicial, governmental or regulatory body or agency provided that before the Recipient or any of its representatives discloses any information under this provision, it will, to the extent permitted by law: (a) use reasonable efforts to inform 60 Decibels of the circumstances of the disclosure and the information that it is required to disclose, and (b) take reasonable efforts to consult with 60 Decibels as to steps to avoid or limit disclosure and take such steps as agreed to by both parties. The Recipient’s obligations under this Agreement expressly survive any expiration or termination of this Agreement in perpetuity.

Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement: (a) the Recipient will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. (b) If the Recipient files a lawsuit for retaliation by 60 Decibels for reporting a suspected violation of law, Recipient may disclose 60 Decibels' trade secrets to Recipient's attorney and use the trade secret information in the court proceeding if Recipient: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.]

4. **Return of Confidential Information.** Upon termination of this Agreement, or written request of 60 Decibels, the Recipient will, as soon as reasonably practical, return or destroy all Confidential Information held by it or any of its representatives.
5. **Ownership of Confidential Information.** The Recipient agrees that no right or licence is granted to it by 60 Decibels in relation to 60 Decibels' Confidential Information and that 60 Decibels expressly retains and reserves all rights, title and interest in its Confidential Information.
6. **Right of Publicity.** By signing this agreement, Recipient grants to 60 Decibels the right to use the likeness of the Recipient and its representatives in any manner deemed appropriate by 60 Decibels in furtherance of its legitimate interests, whether for educational, promotional or commercial purposes.
7. **Reliance.** 60 Decibels makes no representation, warranty or claim to the Recipient or any of its representatives regarding the truth, accuracy or completeness of the Confidential Information it discloses to the Recipient.
8. **Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties hereto relating to the confidential treatment and non-disclosure of Confidential Information, and supersedes and replaces all prior writings, discussions and rights between the parties hereto. No amendment of this Agreement will be effective unless in writing and signed by both of the parties hereto.
9. **Invalidity.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the validity and effectiveness of the remaining provisions will not be affected and will remain in full force and effect to the fullest extent permitted by law.
10. **Remedies.** The parties hereto agree that 60 Decibels would be irreparably injured by a breach of this Agreement by Recipient or its representatives, that monetary remedies would be inadequate to protect 60 Decibels against any actual or threatened breach of this Agreement by the Recipient or its representatives, and, without prejudice to any other rights and remedies otherwise available to 60 Decibels, the parties hereto agree that 60 Decibels will be entitled to seek equitable relief, including injunctive relief and specific performance, without the posting of any bond.
11. **Governing Law.** This Agreement and all disputes and claims in connection with this Agreement will be governed by the internal substantive laws of the State of New York (but not the law of conflicts of law) and will be exclusively decided in the courts of Bengaluru, India.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute a signed original and the counterparts will together constitute one document. Faxed, photocopied or scanned signature pages shall be valid and acceptable for all purposes as if it were an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

60 Decibels Impact Private Limited

Signature: _____
DocuSigned by:
Tripti Singh
34537C8EEE614B4...

Name: Tripti Singh

Title: Head, India Office

Date: 7/14/2023

Market Xcel Data Matrix Pvt Ltd

Signature: _____
DocuSigned by:
Ashwani Arora
A4E6091E3BDB4FC...

Name: Ashwani Arora

Title: Executive Director

Date: 7/14/2023

Master Independent Contractor Services Agreement

This Master Independent Contractor Services Agreement is made this 7/14/2023 (the “*Agreement*”), by and between by and between 60 Decibels Impact Private Limited (“60 Decibels”), a Private Limited Company incorporated under Indian Companies Act, 2013 with CIN U74999KA2019FTC126718 having its registered office at 1st Floor, Gopala Krishna Complex, No. 45, 3, Residency Road, Shantala Nagar, Ashok Nagar, Bengaluru - 560025, and Market Xcel Data Matrix Private Limited, a Private Limited Company incorporated in 2005 with CIN U74130DL2005PTC144211 having its registered office at 17, Okhla Industrial Estate, Phase – III, New Delhi – 110020. (“*Independent Contractor*”).

1. Service as an Independent Contractor.

- a. **Independent Contractor Services.** Independent Contractor agrees to perform and provide to 60 Decibels the services set forth in Appendix A (the “*Services*”), such *Services* being specially ordered and commissioned by 60 Decibels for 60 Decibels’ use. Independent Contractor shall perform such *Services* at such times and in such manner as reasonably requested by 60 Decibels.
- b. **Consideration for Services.** 60 Decibels shall pay Independent Contractor the amount set forth in Appendix B (the “*Fee*”) in consideration for the Independent Contractor’s performance of the *Services*. The *Fee* shall be paid in installments (See Appendix B) in accordance with 60 Decibels’ policies and procedures. If Independent Contractor breaches any provision of this *Agreement*, Independent Contractor shall not be entitled to receive any additional *Fee* hereunder.
- c. **Relationship of the Parties.** Independent Contractor acknowledges that this *Agreement* does not create an employment relationship Independent Contractor is and shall be treated as an independent contractor for all purposes. As such, Independent Contractor shall not participate in any employee benefit plan (including any health or other insurance plan) of 60 Decibels or an affiliate and no income or other taxes shall be withheld from Independent Contractor’s *Fee* except to the extent required by applicable law.
- d. **Term for Providing Services.**
 - i. Independent Contractor shall provide the *Services* beginning on the date of this *Agreement* and continuing for a period of 3 months, unless earlier terminated earlier in accordance with Section 1(e)(ii) hereof .
 - a) 60 Decibels may terminate this *Agreement*, with or without cause, by providing 30 calendar days prior written notice to Independent Contractor. Upon such termination, Independent Contractor shall be entitled to be paid for any *Services* rendered in accordance with this Section 1 prior to the date of receipt of such notice of termination.
 - b) Either Independent Contractor or 60 Decibels may terminate this *Agreement* if the other party materially breaches an obligation under this *Agreement* and fails to cure such breach within fifteen (15) days after receipt of written notice of such default from the non-defaulting party or within such additional cure period as the non-defaulting party may so authorize. Upon expiration of the fifteen (15) day cure period, the non-breaching party shall provide a written notice of default to the breaching party setting forth the date of termination.
 - c) The provisions of this Section 1 shall be automatically terminated upon the bankruptcy or insolvency of either party, and Independent Contractor (or, if applicable, its successors and assigns) shall not be entitled to any amount hereunder except for any unpaid *Fee* accrued up to the date of the bankruptcy or insolvency.

2. Confidentiality and Non-Disclosure. Independent Contractor agrees that Independent Contractor shall continue

to be bound by, and this Agreement shall be subject to, the terms of the Non-Disclosure Agreement dated 7/14/2023 between Independent Contractor and 60 Decibels (the “NDA”).

3. **Data Fraud.** Please note that if Independent Contractor fabricates any portion of the data, they will forfeit compensation. Determination of fraudulent conduct is at the absolute discretion of the 60 Decibels team, in compliance with our data quality assurance protocols. Data fraud is a non-negotiable violation, and as such, Independent Contractor who breaks that policy will not be paid for the surveys conducted. Independent Contractor is responsible for keeping timely records that are truthful and complete for this project, including interview notes and phone call logs. Independent Contractor may be required to submit these records for review by the 60 Decibels team.
4. **Work Made For Hire and Ownership of Intellectual Property.**
 - a. 60 Decibels shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Services in whatever stage of completion. Without limiting the foregoing, the Services and any and all inventions, modifications, discoveries, designs, improvements, software processes, algorithms, developments, works of authorship, know how, trade secrets, information, technology, or other intellectual property (including all patent, copyright, trademark, trade secret and other interests therein) that arise from or relate to the Services (or that that are related to or useful in 60 Decibels’ present or future business or result from use of property owned, leased, or contracted for by 60 Decibels) and were created, conceived, developed, made or improved by Independent Contractor, either alone or in conjunction with others (collectively, the “Developments”), shall be considered “works made for hire” as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are exclusively owned by and are the exclusive property of 60 Decibels. To the extent that, for any reason, any Development does not constitute a “work made for hire” or is otherwise determined at any time not to be a “work made for hire”, Independent Contractor hereby irrevocably transfers and assigns (and agrees to transfer and assign in the future) to 60 Decibels all worldwide right, title and interest in and to the Developments, including all intellectual property rights therein or arising therefrom, as well as all renewals and extensions thereto.
 - b. Without limiting the generality of any other provision of this Section 3, and for clarity, Independent Contractor hereby waives any applicable moral, economic or similar rights or rights of attribution in or to any Developments and hereby authorizes 60 Decibels to make any desired changes to any part of any Development, to combine it with other materials in any manner desired, and to withhold 60 Decibels’ identity in connection with any distribution or use thereof alone or in combination with other materials.
 - c. Independent Contractor hereby represents, warrants and covenants that all Developments shall be original and shall not infringe, misappropriate or otherwise violate any intellectual property rights of any third party. If, in the course of providing Services, Independent Contractor incorporates or causes to be incorporated into a Development any prior intellectual property owned by Independent Contractor or in which Independent Contractor has an interest, Independent Contractor hereby grants to 60 Decibels a non-exclusive, royalty-free, fully paid up, irrevocable, perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use, offer to sell, sell or otherwise distribute such intellectual property as part of or in connection with such Development.
 - d. Independent Contractor will promptly disclose in confidence to the 60 Decibels all Developments that are inventions that are made or conceived or first reduced to practice or created, either alone or jointly with others, in the course of providing the Services. Whether during or after the Term, and without additional compensation, Independent Contractor agrees to do any act and/or execute any document deemed necessary or desirable by 60 Decibels in furtherance of perfecting, prosecuting, recording, maintaining, enforcing and protecting its right, title and interest in and to, any of the Developments. In the event that 60 Decibels is unable for any reason to secure Independent Contractor’s signature to any document required to file, prosecute, register or memorialize the ownership and/or assignment of, or to enforce, any intellectual property, Independent Contractor hereby irrevocably designates and appoints 60 Decibels’ duly authorized officers and agents as Independent Contractor’s agents and attorneys-in-fact to act for and on its behalf and stead to (i) execute, file, prosecute, register and/or memorialize the assignment and/or ownership of any Development; (ii) to execute and file any documentation required for such enforcement and (iii) do all other

lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment and/or ownership of, issuance of and enforcement of any Development, all with the same legal force and effect as if executed by Independent Contractor.

5. Insurance; Release of Liability; Indemnification; Assumption of Risk.

- a. Independent Contractor acknowledges and agrees that Independent Contractor is solely responsible for obtaining and maintaining all insurance necessary to provide the Services (including traveler's insurance and health insurance) (collectively, "Insurance").
- b. Independent Contractor acknowledges and agrees that provision of the Services entails known and unanticipated risks that could result in loss, injury, or damage, to Independent Contractor, to property, or to third parties. Independent Contractor accepts and assumes all of the known and unanticipated risks associated with the provision of the Services. Without limiting the foregoing, Independent Contractor, on behalf of itself, and all employees, officers, directors, agents, and other representatives of the Independent Contractor, to the fullest extent allowable by law, hereby releases and waives any and all claims of liability on the part of 60 Decibels and its affiliates, partners, officers, directors, controlling persons, employees, agents, volunteers, assigns, contractors, consultants, investee companies, donors and anyone working under its auspices, with or without remuneration (the "60 Decibels Representatives"), for injury, illness, death, or disability or any damage or loss of any kind whatsoever that refers, relates, arises from or is incident to any aspect of the Services, to the fullest extent provided by law.
- c. Independent Contractor will indemnify and defend 60 Decibels and the 60 Decibels' Representatives and hold them harmless, to the fullest extent permitted by law, from and against any and all costs, claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and expenses), as they are incurred, that directly or indirectly arise from or are directly or indirectly related to the Independent Contractor's negligence, bad faith or willful misconduct, any violation by Independent Contractor of any law or regulation, or any breach by Independent Contractor of this Agreement.

6. **Compliance with Law; Anti-Corruption and Anti-Terrorism.** Independent Contractor shall comply with all applicable laws. Without limitation, Independent Contractor acknowledges and agrees that Independent Contractor and any of its subsidiaries, directors, officers, agents, employees or other persons associated with or acting on behalf of Independent Contractor or any of its subsidiaries, has not and will not directly or indirectly engage in, support or promote violence, terrorist activity or related training, money laundering or corruption in any form, or violate any applicable law or regulation related to the foregoing activities, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended.

7. Performance and Non-Compliance Protection.

- a. The Independent Contractor shall perform the services outlined in the scope of work ("Services") with due diligence, skill, and in a timely manner. The Independent Contractor shall meet the deliverables, timelines, and quality standards specified in the scope of work.
- b. In the event of non-compliance by the Independent Contractor with the agreed-upon scope of work (e.g. delayed timelines, unable to meet targets, low quality data), the client shall have the right to impose penalties. Penalties may include financial penalties, reduction of payments, or liquidated damages, as specified in Appendix B of this agreement.
- c. In the event of any dispute or disagreement arising from non-compliance, the parties shall first attempt to resolve the issue amicably through discussions and negotiations. If the dispute remains unresolved, the parties shall escalate the matter to mediation or arbitration, as outlined in Section 9 of this agreement.
- d. If the Independent Contractor consistently fails to meet their obligations under the scope of work, the client shall have the right to terminate this agreement, as outlined in Section 1(d) of this agreement.

8. Miscellaneous.

- a.** This Agreement by and between Independent Contractor and 60 Decibels constitutes the entire agreement between the parties with respect to Independent Contractor's performances of the Services, and supersedes any and all prior understandings or agreements, whether oral or written, with respect to Independent Contractor's engagement.
- b.** This Agreement may be amended only in writing signed by all parties hereto, and any provision hereof may be waived only in writing signed by the party against whom or which enforcement of such waiver is sought.
- c.** This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by Independent Contractor.
- d.** This Agreement and all disputes and claims in connection with this Agreement will be governed by the internal substantive laws of the State of Karnataka (but not the law of conflicts of law) and will be exclusively decided in the courts at Bengaluru, Karnataka.
- e.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same document. The headings in this Agreement are inserted for convenience of reference only and shall not control or affect the meaning of any provision hereof.
- f.** All provisions of this Agreement are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding will in no way affect the validity or enforceability of any other provision of this Agreement.
- g.** Independent Contractor acknowledges and confirms that Independent Contractor has had the opportunity to seek such legal, financial and other advice and representation as Independent Contractor has deemed appropriate in connection with this Agreement.

[Signature page follows]

above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written

60 Decibels Impact Private Limited

Signature: _____

Name: Tripti Singh

Title: Head, India Office

Date: 7/14/2023

DocuSigned by:

Tripti Singh

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Market Xcel Data Matrix Private Limited

Signature: _____

Name: Ashwani Arora

Title: Executive Director

Date: 7/14/2023

DocuSigned by:

Ashwani Arora

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APPENDIX A

SERVICES

Independent Contractor hereby agrees that Independent Contractor shall perform the following Services for 60 Decibels:

Project Scope:

60 Decibels will work with Independent Contractor on a project to understand knowledge, attitude, behavior, and practice of the adult population in India towards Open Banking/ Open Finance.

Within the scope of work for this project, Independent Contractor agrees to following:

- Translation of Survey Instrument
 - 60 Decibels will provide Independent Contractor with the English language survey instrument. Independent Contractor will translate the survey into the appropriate local languages based on the sampling strategy and share with 60 Decibels.
 - Independent Contractor incorporate feedback on survey tool. 60dB reviews translated tools and provides feedback/edit comments (if any) before commencement of data collection;
 - Note : Survey tool is expected to be 32 multiple choice survey questions. Some questions may have an answer option “Other : Please Specify”. In these scenarios, Independent Contractor will capture a word/phrase verbatim.
- Independent Contractor will finalize a sampling strategy with approval of 60 Decibels to ensure the survey is a nationally representative, unbiased sample of adult population who are smartphone owners in India. This will be balanced to age, region, urban/rural, gender, and income. Independent Contractor will use and reference existing reliable data sources to determine appropriate sampling and geographic targeting. Proposed eligibility criteria (subject to change) include:
 - Adult member of the household of 18 years and above and the primary user of the smartphone.
 - In case of multiple users of single device, target the primary/ most frequent user of the smartphone. In case the owner is different from the user, then target the user of the smartphone primarily.
 - Independent Contractor will conduct data collection in accordance with the sampling strategy approved by 60 Decibels. Independent Contractor will follow the sampling protocol strictly with +/- 5-10% variance max.
 - Independent Contractor to keep track of representativeness as agreed in the sampling plan on a real-time basis. Independent Contractor will share bi-weekly updates to 60 Decibels. This will include progress and actuals vs targets on quotas.
- Training
 - Independent Contractor agrees to conduct necessary training for all your project team members before start of project. Independent Contractor agrees to ensure project team familiarize themselves with project documents and processes shared by 60 Decibels (if any) ahead of project.
 - Independent Contractor to invite 60 Decibels to be present on project training with project team to ensure training accurately captures the scope of the project. This includes but not limited to project objectives, survey walkthrough, understanding how to capture qualitative responses effectively (if any). During the training call, 60 Decibels will share guidance on administering the survey tool and quality assurance expectations.
 - Independent Contractor where required, invite 60 Decibels to be present on feedback calls with enumerators to ensure smooth project execution.
 - Independent Contractor project team required to provide clarifications to 60 Decibels (if needed) through on data collected until 10 days from end of data collection.
- Pilot: Independent Contractor to conduct a pilot with a target of ~100 interviews and share raw data file for quality checks
 - The pilot data collection will aim to the extent possible to be representative of overall sample i.e. a mix of regions (urban/rural), gender, and age.

- Independent Contractor will share a pilot raw data file (in a mutually agreed format in English) + recordings of fully complete interviews (up to 10% pilot sample) consisting of mix of researchers.
- 60 Decibels will conduct quality checks and recording audits based on data and recordings.
- Following the pilot, 60 Decibels will share feedback based on data, quality and efficacy of sampling strategy. Independent Contractor will incorporate all changes and recommendations from 60 Decibels before data collection resumes.
- 60dB Back-checks : Where/if possible, Independent Contractor will share a sample of phone numbers (up to 20% pilot sample = 10 numbers in pilot stage) who have been interviewed to 60 Decibels. 60 Decibels may conduct back-checks to check whether respondents were contacted.
- Following the pilot, 60 Decibels will determine whether to proceed with the remainder of the scope of work, if there is any gap with respect to the quality of fieldwork.
- Post-pilot, Independent Contractor conducts interviews with remainder sample to achieve a total of 1,250 interviews using 60 Decibels survey while ensuring representativeness of sample.
 - Independent Contractor will share excel raw data files (in a mutually agreed format in English) to 60 Decibels twice per week once it has been cleaned and translated into English. Sample excel template will be shared by 60 Decibels.
 - Independent Contractor will share recordings of fully complete interviews (up to 10% total sample) consisting of mix of researchers.
 - 60 Decibels will conduct quality checks and recording audits based on data and recordings. During data collection phase, 60 Decibels will share weekly feedback (up to twice per week) on data shared. Feedback will be shared to Independent Contractor via a feedback sheet mentioning the unique respondent ID and issue.
 - Independent Contractor agrees to ensure all comments and feedback from 60 Decibels are incorporated within 7 days of receipt.
 - Independent Contractor conducts daily quality checks (as per proposal shared by Contractor) to ensure the interviews are following best practices; these will include but not limited to checking survey durations, logical inconsistencies, and variability of answers.
 - 60dB Back-checks : Where/if possible, Independent Contractor will share a sample of phone numbers (up to 10% total sample= 120 numbers) who have been interviewed to 60 Decibels. 60 Decibels may conduct back-checks to check whether respondents were contacted.
 - If required, 60 Decibels and Independent Contractor will have virtual check-ins to ensure smooth project execution and timely resolution of challenges.
- Note on Quality Checks
 - During the training call, 60 Decibels will share guidance on administering the survey tool.
 - During the pilot phase, 60 Decibels will share detailed feedback on the data.
 - During data collection phase, 60 Decibels will share weekly feedback (up to twice per week) on data shared.
 - Feedback will be shared via a feedback sheet mentioning the unique respondent ID and issue.
 - Conduct daily quality checks (as per proposal shared by Independent Contractor) to ensure the interviews are following best practices; these will include but not limited to checking survey durations, logical inconsistencies, and variability of answers. More details will be shared by 60 Decibels during kick-off meetings.
 - Independent Contractor agrees to ensure all comments and feedback from 60 Decibels are incorporated within 7 days.
- General Expectations
 - For both recruitment and conducting interviews, Independent Contractor will ensure necessary additional buffers in sample size to account for response rates, ineligible, unwilling to be interviewed keeping in mind the requirement of 1,250 final interviews.
 - Independent Contractor shares timely feedback and flag challenges with the survey and panel build. All challenges should be flagged to 60 Decibels within 2 days of them happening.
 - 60 Decibels will aim to resolve said challenges (if relevant) within 2 days of receipt.
- Deliverables will include:
 - Final sampling strategy
 - Local Language Translations of Questionnaire
 - Final pilot raw data file for 100 respondents translated into English and local language separately.

- Interim raw data files once per week (during post-pilot phase) translated into English for quality checks by the 60 Decibels team.
- Recordings (up to 10% of total sample based on respondent consent) of successful interviews for audio audits during pilot + data collection phase.
- Phone numbers for a sample (up to 10% of total sample). 60 Decibels has the right to contact these respondents to conduct back-checks subject to respondent consent.
- Final close raw data file for all 1,250 respondents translated into English and local language files separately.
- Final raw data file for all interviews conducted, including those that are not eligible. This is to get a final count of interviews that are not eligible or did not consent to the survey.

APPENDIX B**FEE**

Independent Contractor's Fee for the Services hereunder shall be as follows:

FEE AND PAYMENT STRUCTURE

Independent Contractor's Fee for the Services hereunder shall be as follows:

A total of INR 17,17,000 (excluding GST) will be paid upon timely completion of deliverables and presentation of invoice. The proposed payment schedule is as follow:

Milestone/Deliverable	Approximate Timelines	Fee
1. Signing Contract	14 th July, 2023	10% (INR 1,71,000)
2. Share Sampling Strategy	~18 th July, 2023	-
3. Pilot : Pilot raw data file containing 100 successful interviews + 10% audio recordings*	w/c Aug 7 th , 2023	-
4. Post Pilot Confirmation to Resume Data Collection	~1 week from Pilot (#3) w/c Aug 7 th , 2023	40% (INR 6,87,000)
5. Final raw data file shared containing 1250 successful interviews responses + 10% Recordings	~4 weeks from Post Pilot Confirmation (#4)	50% (INR 8,59,000)
TOTAL		INR 17,17,000

*Following the pilot, 60 Decibels will determine whether/not to proceed with the remainder of the scope of work. If 60 Decibels decides not to proceed due to data quality issues/gaps in delivery from Independent Contractor, 60 Decibels will terminate the contract not proceed with future payments/milestones. Total amount due is 10% of Total Fee.

Tentative Timelines

1. Independent Contractor to share Sampling Strategy : Ahead of Kick-Off ; w/c 18th July
2. Kick-Off Meeting with 60 Decibels Project Team : w/c 24th July or w/c 31st July
3. 60dB to share Final Questionnaire : w/c 31st July
4. Pilot Data Collection : w/c 7th August
5. Resume Data Collection : 1 Week post Pilot
6. Final Data Share : Within 4 Weeks of Resume Data Collection

Both 60 Decibels and Independent Contractor will agree on final data collection dates close post-pilot. Delays in the final deliverable will result in a reduction of the fee paid by 60 Decibels, as follows:

- Deliverable received late up by 4-5 business days will be paid at 90% of deliverable value.
- Deliverable received >5 business days late will be paid at 85% of deliverable value.
- Deliverable received >10 business days late will be paid at 70% of deliverable value.
- Delays in excess of 15 days will be evaluated by 60 Decibels based on circumstances. 60 Decibels reserves the right to withhold the full payment.

Expected payment time is within 30 business days from the date of receipt of invoice.

Independent Contractor will report and submit deliverables to Atul Sukumar (atul@60decibels.com) and Vivian (vivian@60decibels.com) with cc to Niranjana Suresh (niranjana@60decibels.com)

For any invoices, mark emails to Abhay (abhay@60decibels.com) with cc to Niranjana Suresh (niranjana@60decibels.com) and Candice (candice@60decibels.com).

60 _decibels

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“Agreement”) is entered into by and between 60 Decibels Impact Private Limited (“Data Exporter”) and Market Xcel Data Matrix Private Limited (“Data Importer”) this _____ (“Effective Date”).

WHEREAS, the Data Exporter and the Data Importer (the “Parties”) entered into an agreement (“Engagement”) dated _____.

WHEREAS, the Parties intend to supplement the Engagement to comply with the requirements regarding the protection of personal data of Indian citizens and residents being or to be processed by the Data Importer for and/or on behalf of the Data Exporter in connection with the Engagement;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **OBLIGATIONS OF THE DATA EXPORTER.** The Data Exporter agrees and warrants:
 - a. that the processing, including the transfer itself, of the Personal data has been and will continue to be carried out in accordance with applicable Data Privacy regulations and does not violate the relevant provisions thereof;
 - b. that it has instructed and throughout the duration of the Engagement will instruct the Data Importer to process the personal data transferred only on the Data Exporter’s behalf and in accordance with applicable Data Privacy regulations and this Agreement;
 - c. that it will ensure compliance with the requirements of applicable Data Privacy regulations on the implementation of reasonable and appropriate security measures and on upholding the rights of Data subjects; and
 - d. that it has met the applicable legal requirements under applicable Data Privacy regulations and applicable law, has acquired all the necessary consents and permissions, and has necessary rights, to provide the Personal data to the Data Importer for the Personal data processing to be performed under the Engagement,
2. **OBLIGATIONS OF THE DATA IMPORTER.** In addition to the Data Importer’s obligations under the Engagement, the Data Importer shall, effective immediately:
 - a. Process Personal data only upon the documented instructions of the Data Exporter, including Outbound transfer of Personal data to another country or an international organization, unless such transfer is authorized by law;
 - b. Ensure that an obligation of confidentiality is imposed on persons authorized to process the Personal data;
 - c. Implement appropriate security measures and comply with applicable Data Privacy regulations;
 - d. Refrain from engaging another Personal data processor or Third party without prior written instruction from the Data Exporter; provided, that any such arrangement shall ensure that the same obligations for data protection under this Agreement are implemented, taking into account the nature of the processing;
 - e. Assist the Data Exporter, by implementing appropriate technical and organizational measures and to the extent possible fulfil the obligation to respond to requests by Data subjects relative to the exercise of their rights;
 - f. Assist the Data Exporter in ensuring compliance with applicable Data Privacy regulations and other relevant laws taking into account the nature of processing and the information available to the Data Importer and its subcontractors or sub-processors, if any;

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- g. At the choice of the Data Exporter, delete or return all Personal data to the Data Exporter after the end of the provision of services relating to the processing; provided, that this includes deleting existing copies unless storage is authorized by applicable Data Privacy regulations or another law;
 - h. Make available to the Data Exporter all information necessary to demonstrate compliance with the obligations laid down in applicable Data Privacy regulations, and allow for and contribute to audits, including inspections, conducted by the Data Exporter or another auditor mandated by the latter;
 - i. As soon as reasonably possible, inform the Data Exporter if, in its opinion, an instruction infringes applicable Data Privacy regulations or any other relevant laws. The foregoing requirement does not negate Data Exporter's fundamental obligation to ensure that its instructions do not knowingly infringe on any applicable law, nor does the foregoing requirement waive any right of the Data Importer to seek redress against Data Exporter for any directive given to Data Exporter that contravenes applicable law.
3. **CONFLICT.** The terms and conditions of the Engagement are hereby incorporated herein by reference. The terms of the Engagement and this Agreement shall be read together and construed harmoniously. In the event of a conflict between the Engagement and this Agreement, the terms of this Agreement shall prevail exclusively with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

60 Decibels Impact Private Limited

Data Exporter

By:

DocuSigned by:
Tripti Singh
34537C8EEE614B4...

Tripti Singh

Designation: Head, India Office

Date: 7/14/2023

MARKET XCEL DATA MATRIX PRIVATE
LIMITED

Data Importer

By:

DocuSigned by:
Ashwani Arora
A4E6091E3BDB4FC...

Mr. Ashwani Arora

Designation: Executive Director

Date: 7/14/2023