

## TAG'S SUPPLIER TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 In this Agreement the following words and expressions shall have the following meanings:
- “**Artwork**” means any materials, including but not limited to, typography, illustrations, photography or graphics that is provided in hard copy or electronic form and intended for reproduction and printing;
  - “**Associate**” has the meaning set out in Companies Act 2013;
  - “**Client**” means the company, firm or person (if any) with whom Company has entered into or is contemplating entering into a contract in the fulfilment of which Company intends to utilise the Goods or Services;
  - “**Company**” means Tag India Private Limited
  - “**Confidential Information**” means all information of whatever nature (including any copies made of that information) however disclosed whether directly or indirectly including, without limitation, any IPR, Documents, Artwork, data, ideas, flowcharts, computer programs, specifications, plans, drawings, pricing, usage information, information relating to marketing or customers or suppliers, or information relating to market opportunities and business affairs or other information marked as or which by implication is confidential or information of a competitive nature relating to Company, its Associates and all clients thereof;
  - “**Contract**” means the contract for the Goods and/or the Services, which incorporates the terms of the Purchase Order and this Agreement;
  - “**Data Protection Act**” means the Information Technology Act, 2008 including but not limited to Information Technology (Reasonable Security practices and procedures and sensitive personal data or information) Rules, 2011, as amended or re-enacted from time to time (and any subordinate legislation thereto and any codes of conduct relating thereto or any other legislation governing personal data in India);
  - “**Documents/ Documentation**” means any designs, samples, patterns, drawings or specifications supplied by Company (or the Client) to the Supplier in connection with any Contract in hard copy or electronic form;
  - “**Goods**” mean the goods specified in the Purchase Order or any part thereof (including but not limited to any Goods specified in any Documentation sent with a Purchase Order);
  - “**Good Industry Practice**” means the exercise by the Supplier of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and prudent operator engaged in the same type of undertaking under the same or similar conditions using the best techniques and procedures available to a high professional standard;
  - “**Instant Pricing**” means the instant pricing system by which the Supplier submits Quotes;
  - “**IPR**” means all intellectual property rights of whatever nature including, but not limited to, all patents, utility models and other rights in inventions; all copyright and database rights; all source code, object code and other rights in software; all design right, registered design right and other rights in designs; all trade names and logos and other rights in the nature of trademarks; all goodwill and all equivalent or similar rights arising anywhere in the world, whether registered, unregistered or the subject matter of an application for registration;
  - “**Price**” means the price specified in the Purchase Order;
  - “**Purchase Order**” means Company’s order to the Supplier in whatever form including but not limited to ‘e-print’ and other electronic means for the purchase of the Goods and/or the performance of the Services;
  - “**Quote**” means a quotation for the price of supplying specified Goods and/or Services generated using Instant Pricing;
  - “**Services**” mean all or any of the services specified in the Purchase Order or provided by the Supplier in connection with the supply of Goods and/or the Services provided in relation to the processing of any personal data received from Company, its Associates or any Client of the foregoing;
  - “**Supplier**” means the company, firm or person whose name and address appears on the Purchase Order that supplies the Goods and/or performs the Services under any Contract;
  - “**Supplier Data**” means any information submitted by the Supplier into Instant Pricing, including but not limited to pricing information related to a Quote;
  - “**Working Hours**” mean between 9.00 a.m. and 6.00 p.m. Indian local time, Monday to Friday, excluding India public holidays.

- 1.2 The headings in this Agreement are for convenience only and shall not affect their interpretation.

### 2 ORDER AND ACCEPTANCE

- 2.1 The Purchase Order constitutes an offer by Company to purchase the Goods and/or the Services from the Supplier subject to this Agreement.
- 2.2 The Purchase Order shall be accepted by the Supplier:
- 2.2.1 expressly by phone, fax, e-mail, post, electronic means (including ‘e-print’); or,
  - 2.2.2 impliedly by fulfilling the Purchase Order.

- 2.3 Despatch or delivery of the Goods by the Supplier to Company and/or performance of the Services shall be deemed conclusive evidence of acceptance of this Agreement.
- 2.4 Once the Supplier accepts the Purchase Order in accordance with condition 2.2, any Documents and Artwork referred to in and supplied with the Purchase Order shall become a binding condition on the Supplier.
- 2.5 The Supplier expressly acknowledges that this Agreement does not constitute any representation, promise or guarantee that Company will request any particular volume of Goods and / or Services from the Supplier.
- 2.6 Company and the Supplier agree that Company may at its sole discretion obtain in whole or part similar or equivalent Goods and Services from a party other than the Supplier.
- 2.7 This Agreement comprises the only terms and conditions on which Company shall do business with the Supplier, save for any other agreements specifically signed by Company and the Supplier, and shall apply to the Contract to the exclusion of any other terms and conditions generally used by the Supplier, proffered by the Supplier or otherwise brought to Company's notice by the Supplier (whether or not such terms and conditions have been printed on any quotation, estimate or other document, electronically or otherwise given to Company or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier).

### **3 QUALITY AND DESCRIPTION**

- 3.1 It is a condition of any Contract that the Goods shall:
  - 3.1.1 conform as to quality and description with the particulars stated in the Purchase Order, Documents or Artwork and, in respect of any colour management solutions, such solutions shall comply with and maintain ISO 12647-2 or any other colour management standard prescribed by Company;
  - 3.1.2 comply with all statutory requirements and all applicable regulations relating to the Goods;
  - 3.1.3 (save where otherwise stated in the Purchase Order) be of the highest quality of materials and workmanship and of satisfactory quality and free from all defects;
  - 3.1.4 conform to the Documentation referred to in the Purchase Order;
  - 3.1.5 be capable of the standard of performance specified in the Purchase Order;
  - 3.1.6 conform with any sample provided by Company to the Supplier;
  - 3.1.7 be and shall remain free from liens and encumbrances of any kind;
  - 3.1.8 be fit for any purpose for which they are supplied pursuant to the Purchase Order and any purpose held out by the Supplier; and
  - 3.1.9 be of the quality, volume, weight or length specified in the Purchase Order.
  - 3.1.10 be delivered and installed at Company's Client location at Suppliers Cost.
- 3.2 It is a condition of any Contract that the Services shall be performed:
  - 3.2.1 in accordance with the specifications or standards of performance set out or referred to in the Purchase Order;
  - 3.2.2 to conform with all statutory requirements and all applicable regulations relating to the Services;
  - 3.2.3 in accordance with Good Industry Practice; and
  - 3.2.4 by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in the execution thereof and that suitably qualified personnel are available from the Supplier for a reasonable period of time following delivery of the Services.

- 3.3 It is a condition of this Agreement and/or any Contract (as applicable) that the Supplier shall:
- 3.3.1 not accept an order request from Company without being provided with a Purchase Order number;
  - 3.3.2 it has and shall continue to have for the duration of this Agreement and for such time after the expiry or termination of this Agreement as is necessary for the proper performance of its obligations under this Agreement, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents to enter into and to perform this Agreement and to supply the Goods and/or Services and the Supplier undertakes to inform Company forthwith if any are withdrawn, limited or restricted in any way or are not renewed for any reason whether or not such withdrawal, limitation, restriction or non-renewal is a result of the fault or negligence of the Supplier.
  - 3.3.3 comply with its obligations in accordance with all applicable laws;
  - 3.3.4 promptly provide to Company all information, materials, ancillary services reasonably required in relation to the Goods and/or Services;
  - 3.3.5 provide to Company such access to personnel and/or premises as is reasonably required in relation to the Goods and/or Services;
  - 3.3.6 maintain adequate procedures in accordance with Good Industry Practice to maintain the security of data in relation to this Agreement and/or any Contract;
  - 3.3.7 maintain adequate business continuity and disaster recovery procedures in accordance with Good Industry Practice;
  - 3.3.8 ensure that any employees or agents of the Supplier, who are required to enter any Company premises or its Client's premises, comply with the security and health and safety regulations and other policies in force at such premises from time to time and obey the reasonable instructions of Company or its Client while on such premises;
  - 3.3.9 ensure that spare and/or replacement parts with respect to the Goods shall be available from the Supplier for a reasonable period of time following delivery of the Goods; and
  - 3.3.10 ensure that any unit prices for the Goods and/or Services do not exceed the unit prices charged by the Supplier to other customers for similar quantities and delivery requirements.
  - 3.3.11 The Goods and/or Services shall not contain anything, and nothing shall be inserted or entered into the Goods and/or Services or any other systems of Company or any Client, including, without prejudice to the generality of the foregoing, any computer program code, computer virus, computer worm, Trojan horse, authorisation key, licence control utility or software lock, of which the Supplier is aware and which is intended by any person to, or is likely to:
    - (a) impair the operation of the Goods and/or Services or any computer systems or programs in the possession of Company or any Client; or
    - (b) cause loss of, or corruption or damage to, any program or data held on the Goods and/or Services or any other computer systems or programs in the possession of Company or any Client; or
    - (c) Damage the reputation of Company.
- 3.4 With respect to the Goods, Company has the right to inspect and/or test the Goods at any time prior to delivery or after the delivery and Supplier agrees to provide Company with reasonable assistance to facilitate any such inspection and/or testing as required by Company or its Client. If the results of any inspection and/or testing cause Company to be of the opinion that the Goods do not conform with the Contract (and notwithstanding any other rights it may have at law or pursuant to the Contract), Company shall inform the Supplier and the Supplier shall at its own cost immediately take any action as is necessary to ensure conformity. If the Supplier fails to take any action reasonably requested by Company, without prejudice to any other rights that Company may have, Company may treat such failure as a repudiatory breach of the Contract by the Supplier and shall have the right to terminate it forthwith.
- 3.5 All representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally, in writing, or in any of the Supplier's brochures catalogues and advertisements) regarding

the quality and fitness for purpose of the Goods and/or the standard of performance and quality of the Services shall be deemed to be an express condition of the Contract.

#### **4 GUARANTEE**

- 4.1 The Supplier guarantees the Goods against defects in design, materials, equipment and workmanship, for a mutually agreed period following acceptance of the Goods by Company or the actual guarantee period of the Goods, whichever is later.
- 4.2 The Supplier shall at the request of Company (and at Company's sole discretion) either replace or repair any defective Goods and take such steps as Company may require satisfying Company that replacement Goods or repaired Goods comply with the requirements of the Contract within in the applicable guarantee period.
- 4.3 The Supplier shall replace or, as the case may be, repair defective Goods within a reasonable time of being called upon to do so within the guarantee period, provided that if it fails to do so, or notifies Company that it is unable to do so, Company may do so itself or authorise others to do the same and, in that event, the Supplier shall reimburse Company for all costs arising therefrom.
- 4.4 The guarantee in this condition 4 and Company's remedies hereunder are in addition to such other rights and remedies as may be available to Company under this Agreement, or any Contract, or otherwise at law.

#### **5 PACKAGING AND LABELLING**

- 5.1 The Supplier shall be responsible for the cost of packaging, loading, carriage and delivery of the Goods unless otherwise specifically stipulated by Company in writing or as part of the Purchase Order.
- 5.2 The Goods shall be packaged by the Supplier in a safe and sufficient manner so as to avoid loss or damage to the Goods prior to acceptance by Company, and the packaging shall comply with all applicable statutory requirements and codes of practice for the time being in force.
- 5.3 It is a condition of any Contract that on delivery, the Goods are accurately described, classified, packaged, marked and labelled all in strict accordance with applicable statutory and other legal requirements. On delivery, appropriate handling instructions and Company identification information (including but not limited to a delivery note quoting the number of the Purchase Order and the quantity and weight of the Goods supplied) must accompany each delivery of the Goods and must be displayed prominently and be readily accessible.
- 5.4 Any acknowledgement given by any employee or agent of Company purporting to be a receipt for Goods referred to in a delivery note shall be a non-binding estimate only of the identity or quantity of the Goods delivered. Company reserves all of its rights in the event that subsequent investigation reveals that the Goods delivered were not as stated.

#### **6 DELIVERY**

- 6.1 The Supplier shall deliver the Goods at the delivery point or points specified in the Purchase Order or elsewhere as Company may direct, at the Supplier's expense, not earlier than the date and time specified in the Purchase Order. Company may at its discretion request the Supplier to make delivery outside Working Hours but unless Company notifies the Supplier in writing it shall not be obliged to accept deliveries outside of Working Hours.
- 6.2 In making delivery the Supplier shall comply fully (and shall procure that its carriers comply fully) with any delivery requirements/procedures at the delivery point or points which have been brought to the Supplier's attention.
- 6.3 Whenever a time of and/or date for delivery of Goods and/or performance of the Services is stated on the Purchase Order, the time of and/or date for delivery of Goods and/or performance of the Services shall be of the essence of the Contract.
- 6.4 The Supplier shall give Company immediate notice of any potential delay in delivery of the Goods and/or performance of the Services.
- 6.5 If the Supplier fails to deliver the Goods and/or perform the Services by the time and/or date specified in the Purchase Order (if any) Company may without prejudice to its other rights reject the Goods and/or Services and cancel the Contract in accordance with condition 8 hereof.

- 6.6 Physical delivery of the Goods to and/or performance of the Services for and acknowledgement or receipt thereof by Company shall not be deemed to be any acceptance of a variation in the Purchase Order or the Contract.
- 6.7 Even if the Goods are to be delivered or the Services performed by instalments, the Contract shall be treated as a single contract and not severable. Failure to deliver one instalment of the Goods and/or Services by the time and/or date specified in the Purchase Order (if any) shall allow Company, without prejudice to its other rights to reject the Goods and/or Services and cancel the Contract in accordance with condition 8 hereof.

## 7 SELF HELP REMEDIES

- 7.1 Without prejudice to any other right or remedy which Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the material terms of the Contract or the provisions of this Agreement, (including but not limited to any failure by the Supplier to deliver the Goods and/or perform the Services by any time and/or date set out in any Purchase Order (if any)), Company shall without prejudice to its other rights be entitled to avail itself of any one or more of the following remedies at its discretion without any liability or obligation to the Supplier, whether or not any part of the Goods and/or Services have been accepted by Company:

- 7.1.1 to cancel any Contract (in whole or in part);
- 7.1.2 to refuse to accept any further deliveries of the Goods and/or performance of the Services;
- 7.1.3 to reject the Goods and/or Services (in whole or in part) (and in the case of Goods return them to the Supplier at the risk and cost of the Supplier) on the basis that a full refund for the Goods and/or Services shall be paid immediately by the Supplier;
- 7.1.4 to permit the Supplier to replace or reinstate the Goods or re-perform the Services so that they conform to the Contract and to delay payment until the requirements of the Purchase Order have been fulfilled to Company's reasonable satisfaction;
- 7.1.5 to carry out or have carried out at the Supplier's expense, such work as is necessary for the Goods and/or Services to conform to the Contract and to delay payment until the requirements of the Purchase Order have been fulfilled; and
- 7.1.6 to require the Supplier to take any other steps as Company may reasonable require to ensure compliance with the Contract.

- 7.2 Goods rejected under condition 7.1 shall be removed by the Supplier at the Supplier's expense, within fourteen (14) days of the date of receipt of the notification of rejection. In the event of the Supplier failing to remove the rejected Goods or any of them within such period Company shall be at liberty to return the same or any of them to the Supplier, at the Supplier's risk and cost.

- 7.3 The Supplier will indemnify fully and keep Company fully indemnified on demand against any of the following:

- 7.3.1 all actions, proceedings, liabilities, claims, demands;
- 7.3.2 all losses or damages; and
- 7.3.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses),

awarded against, paid by, taken or issued against Company as a result of or in connection with the failure of the Supplier to comply with the terms of any Contract or from the supply of the Goods (whether defective or otherwise) and/or the performance of the Services. For the avoidance of doubt, the indemnity set out in this condition 7.3, shall extend to but shall not be limited to any payments made by Company to the Client and/or the costs reasonably incurred by Company in obtaining the Goods and/or Services from an alternative supplier.

## 8 TERM AND CANCELLATION

- 8.1 Subject to payment under condition 8.2, Company shall be entitled to cancel the Contract at any time in whole or in part upon giving to the Supplier written notice of cancellation at any time prior to delivery of the Goods or performance of the Services ("**Cancellation Notice**") specifying the extent to which the Contract is cancelled and the date upon which such cancellation is to be effective.

- 8.2 If Company serves a Cancellation Notice, the Supplier shall be entitled only to be reimbursed for the Supplier's unavoidable actual costs incurred up to the date of cancellation directly in the fulfilment of the relevant Purchase Order for the Goods and/or Services in respect of which a Cancellation Notice has been served. The Supplier shall use its best endeavours to mitigate its losses in respect of Goods and/or Services that are subject to a cancellation.
- 8.3 If cancellation arises from the Supplier's late delivery, under the provisions of condition 6 or under the provisions of condition 13.3, then the provisions of condition 8.1 shall not apply. Notwithstanding the foregoing, Company shall be free to re-order the Goods/Services (or the balance thereof as the case may be) and the Supplier shall be liable for any extra costs incurred by Company.
- 8.4 Cancellation of any Contract or part thereof for whatever cause shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing to or owing by the other.
- 8.5 Upon cancellation of the Contract for whatever reason, the Supplier shall deliver to Company all of Company's property (including without limitation Confidential Information, Artwork and Documentation) which relate to the Contract and which are in the Supplier's possession or under its control. Upon failure of the Supplier to comply with this condition, Company may recover possession of such property and the Supplier grants a licence to Company or its appointed agent to enter (for the purposes of such recovery) any premises of the Supplier, or its permitted suppliers or subcontractors appointed pursuant to condition 14, where any such items may be held.

## **9 PRICE**

- 9.1 The Price shall be as specified in the Purchase Order and, unless otherwise stated, shall be inclusive of insurance charges and any other charges for delivery and installation (including packaging and freight in accordance with condition 5.1) and any duties, imposts and levies, other than GST which shall be payable by Company subject to receipt of a GST invoice in accordance with condition 10.
- 9.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Company.
- 9.3 Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase set out in the Purchase Order as customarily granted by the Supplier to its customers generally.

## **10 PAYMENT**

- 10.1 In consideration of the satisfactory delivery of the Goods and/or performance of the Services, Company shall pay the Supplier the Price in the manner set out in this condition 10. For the avoidance of doubt, time for payment shall not be of the essence (nor made of the essence by notice).
- 10.2 The Supplier shall render invoices promptly after delivery of the Goods and/or performance of the Services, with each invoice to include any applicable documents evidencing shipment (including but not limited to bills of lading or freight bills), Purchase Order number, description of the Goods and/or Services, quantities, unit prices and any other information relevant to the purchase of the Goods and/or Services.
- 10.3 Each Purchase Order shall be invoiced separately.
- 10.4 Unless otherwise stated in the Purchase Order or the Cover Note and subject to the other provisions of this Agreement, Company shall pay the Price within 60 days from the date of receipt of a valid and undisputed invoice
- 10.5 Payment shall not operate to waive or prejudice any of Company's rights under the Contract or otherwise, nor shall it be deemed to signify acceptance of any Goods and/or Services and shall be subject to adjustment for errors, shortages, defects in the Goods and/or Services, or other failure of the Supplier to comply with any terms of the relevant Purchase Order or Contract.
- 10.6 All payments shall be made in INR unless otherwise specified in the Purchase Order.
- 10.7 Company may set-off against any money due to the Supplier on any account any sum owed by the Supplier to Company and the amount or probable amount (whether precisely quantifiable or not) of any claim asserted by Company against the Supplier. For the purposes of this condition references to Company shall include both Company Limited and its Associates and references to the Supplier shall include any Associate of the Supplier.

## 11 TITLE

- 11.1 Without prejudice to any right of rejection accruing to Company, title in all components and materials for the Goods and in the Goods themselves shall pass to Company or its Client (as applicable) upon delivery unless (i) payment is made prior to delivery, in which case title shall pass upon payment and (ii) the Price is paid by instalments, in which case title over such proportion of the Goods shall be equal to the proportion of the Price paid and shall pass to Company upon payment of the relevant instalment.
- 11.2 Once title has passed to Company the Supplier shall (unless the Goods have been delivered to Company or as Company shall direct):
- 11.2.1 store the Goods and procure that they are stored separately from goods and materials belonging to the Supplier or any other person in a manner which makes them readily and clearly identifiable as Company's goods; and
- 11.2.2 make the Goods available for inspection by Company or its representatives at any reasonable time and comply with all instructions of Company with regard thereto including allowing Company at any time to enter upon any land or premises where the Goods may be to take possession of them.

## 12 RISK

- 12.1 Notwithstanding the passing of title, risk in the Goods shall not pass to Company until the Goods have been delivered to the delivery point determined in accordance with condition 6.1 and the Supplier shall insure the Goods to their full value until that time.
- 12.2 While the Goods are in the possession of the Supplier, the Supplier shall store the Goods in a safe and suitable environment to prevent damage or deterioration and shall make good any such damage or deterioration.
- 12.3 All risk and title in any Goods rejected by Company shall immediately upon rejection pass to the Supplier.

## 13 FORCE MAJEURE

- 13.1 If either Company or the Supplier is prevented from fulfilling the Contract in accordance with its terms by reason of any cause beyond its reasonable control ("**Force Majeure Event**") then, subject to condition 13.3, neither party shall have any liability to the other in respect of the delay or failure to perform the Contract. A Force Majeure Event shall include, but shall not be limited to, war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes or other industrial action (other than industrial action limited to the work force of or provided by the Supplier), accident, technical problems with transportation, natural disaster, storm, flood, fire.
- 13.2 If either party is likely to be affected by a Force Majeure Event it shall give notice in writing to the other without delay. The Supplier shall not be entitled to rely upon any Force Majeure Event unless the Supplier can reasonably demonstrate to the reasonable satisfaction of Company that the cause or delay or failure was not occasioned by the fault or negligence of the Supplier, and that it could not have been prevented by proper and prudent planning including without limitation the implementation of disaster recovery and business continuity plans or remedied at the reasonable expense of the Supplier and that the Supplier has taken reasonable steps to mitigate its effect upon the delivery of the Goods and/or the performance of the Services.
- 13.3 In the event of Company's contract with the Client being cancelled, delayed, interrupted or otherwise restricted by a Force Majeure Event, then Company shall be at liberty to defer the date of delivery or to cancel or to modify the Contract or any undelivered part thereof without any liability whatsoever being imposed on Company except in accordance with condition 8.

## 14 ASSIGNMENT AND SUB-LETTING

- 14.1 Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any Associate from time to time.
- 14.2 The Supplier shall not, without the prior written consent of Company, transfer, assign or sub-let any Contract to any person whatsoever in whole or in part. It shall be a condition of any such consent by Company that the Supplier shall:
- 14.2.1 ensure, and be responsible for, compliance by any sub-contractor with the terms of the Contract;

- 14.2.2 include in the relevant sub-contract provisions consistent with this Agreement, for the benefit of, and enforceable by, Company;
- 14.2.3 at Company's request, furnish Company with copies of any sub-contract.
- 14.3 Notwithstanding any consent given to the appointment of a sub-contractor pursuant to condition 14.2, the Supplier shall at all times remain liable to Company for the complete performance of the Contract and shall be liable for all acts or omissions of any sub-contractor in the performance of the Contract.
- 14.4 Where the Purchase Order constitutes a sub-contract to the Supplier of the whole or part of the Goods/Services comprised in a contract between Company and the Client, the Supplier shall be deemed to have full knowledge of the terms and conditions of the contract with the Client and such terms and conditions shall be deemed to be incorporated in this Agreement and in the applicable Contract. Insofar as such terms and conditions are inconsistent with this Agreement and/or the applicable Contract then, unless Company notifies the Supplier to the contrary, the terms and conditions of the contract with the Client shall prevail. This condition 14.4 shall only apply insofar as Company has given notice to the Supplier of the fact that the Purchase Order constitutes such a sub-contract and has made available (if requested by the Supplier) an abstract of the relevant terms and conditions of the contract with the Client.

## 15 INSURANCE

- 15.1 The Supplier shall at all times be adequately insured (but without limiting its obligations and responsibilities under this Agreement or in respect of any Contract), with a reputable insurer, against all liabilities for which it is able to insure under the Contract:
- 15.2 The Supplier shall provide all facilities, assistance and advice required by Company or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.
- 15.3 The Supplier shall maintain such insurance whilst any Contract is in force and shall do nothing to vitiate such insurance and shall upon reasonable request produce the insurance policy and the current premium receipt upon Company's request.

## 16 FREE ISSUE MATERIALS

- 16.1 All materials, including any Artwork or Documentation (together with any modifications, alterations, adaptations or changes to the Artwork and the Documentation) ("**Materials**") made available by Company to the Supplier in connection with the Contract shall be and remain the property of Company but shall be at the risk of the Supplier until delivery and acceptance of the Goods, performance and acceptance of the Services or the return of the Materials whichever shall be the later.
- 16.2 The Supplier shall:
  - 16.2.1 keep the Materials in good order and condition and be responsible for any loss thereof or damage thereto;
  - 16.2.2 use the Materials only for the purpose of the Contract;
  - 16.2.3 return the Materials not required for use "carriage paid", to Company at Company's request or, if no request is made, upon completion of the Contract.

## 17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 All IPR in all Materials belongs to and shall irrevocably belong to Company or the Client as the case may be.
- 17.2 Where under a Contract any IPR is created, such IPR belongs to and shall irrevocably belong to Company or the Client. The Supplier hereby assigns to Company all IPR in the Materials and hereby agrees that any IPR therein that come into existence after the date hereof shall vest absolutely in Company immediately upon such rights coming into existence and to that end the Supplier hereby assigns with full title guarantee for all purposes, applications and fields of use (including by way of present assignment of future rights in relation to rights not yet created) and free from all third party rights, all right, title and interest in and to the foregoing to Company absolutely. The Supplier agrees to do all acts and execute all documents necessary to give effect to the provisions of this condition 17.2. The Supplier hereby unconditionally and irrevocably waives in relation to the Materials all moral rights.



- 17.3 Company shall have the sole right to seek patents on any item or idea arising out of the Contract.
- 17.4 The Supplier shall, on completion of the Contract, deliver to Company all Artwork and Documents whether supplied by Company or prepared by or on behalf of the Supplier in connection with the Contract.
- 17.5 The Supplier agrees at the request of Company to execute such formal documentation and/or perform such acts as may be necessary or desirable to record or effect ownership (as set out in this condition 17) of the IPR.
- 17.6 The Supplier warrants to Company and the Client that:
- 17.6.1 the supply and use of the Goods and/or the Services does not and will not infringe the IPR of any third party; and
- 17.6.2 to the extent that any Goods to be supplied under the Contract are supplied by a process or method the use of which is not specifically directed by Company the use of any such process or method under this Contract, does not and will not infringe the IPR of any third party.
- 17.7 The Supplier will indemnify fully and keep Company and the Client fully indemnified against any of the following:
- 17.7.1 all actions, proceedings, liabilities claims, demands;
- 17.7.2 all losses or damages;
- 17.7.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses);
- awarded against, paid by, taken incurred by or issued against Company and the Client as a result of any breach by the Supplier of the provisions of condition 17.6.

## **18 CONFIDENTIAL INFORMATION**

- 18.1 Subject to the remaining provisions of this condition 18, the Supplier will and will procure that any employees and other third parties (including but not limited to agents, subcontractors, suppliers, consultants and any Associate of the Supplier) to whom it releases such Confidential Information keep the Confidential Information, the terms of this Agreement and any Purchase Order made under this Agreement secret and not disclose to any third party (without prior direction of Company) the Confidential Information.
- 18.2 The Supplier will not, and the Supplier will procure that its employees and other third parties (including but not limited to agents, subcontractors, suppliers, consultants and any Associate of the Supplier) will not, save as hereinafter provided, use or disclose any such Confidential Information other than for purposes necessary, wholly and exclusively, for the performance of any Contract.
- 18.3 Subject to conditions 18.1 and 18.2, the Supplier shall impose the same obligations set out in this condition 18 upon its employees and other third parties (including but not limited to its sub-contractors, suppliers, consultants and any Associate of the Supplier) who may have access to any Confidential Information during the term of its dealings with Company.
- 18.4 The provisions of conditions 18.1, 18.2 and 18.3 shall not apply to Confidential Information which:
- 18.4.1 at the time of disclosure is generally available to the public;
- 18.4.2 the Supplier can show was received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 18.4.3 is required to be disclosed by law, regulation or act of any governmental authority or by order of a court (or a body having similar jurisdiction). Where the Supplier is required to disclose such information, it shall promptly notify Company and consider and agree the scope and timing of the disclosure.
- 18.5 The Supplier will indemnify fully and keep Company and the Client fully indemnified against any of the following:
- 18.5.1 all actions, proceedings, liabilities claims, demands;

18.5.2 all losses or damages;

18.5.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses);

awarded against, paid by, taken incurred by or issued against Company and the Client as a result of any breach by the Supplier of the provisions of condition 18.

18.6 This condition 18 shall survive any termination or expiry of this Agreement or any Contract without limit in time.

## 19 EMPLOYMENT REGULATIONS

19.1 The Supplier shall comply with all applicable employment laws with respect to performance of Services under this Agreement ("**the Regulations**"), the Supplier shall indemnify Company against all losses, liabilities and expenses including legal fees ("Losses") which Company may suffer or incur (i) on account of, and / or (ii) arising from the application of, and / or (iii) under, the Regulations.

19.2 In the event that Regulations do or are alleged to apply on the cessation of Services, the Supplier shall indemnify Company (on its own account and for any incoming supplier) against all Losses which Company (or an incoming supplier) may suffer or incur on account of or arising from any claim or allegation by any employee representative or any person who is or was employed or engaged by the Supplier or any other person in respect of any fact or matter relating to their employment or engagement and / or the termination thereof (including without limitation all Losses which Company (or an incoming supplier) may suffer or incur arising from the employment and/or termination of employment of any person whose contract of employment transfers or is alleged to transfer to Company (or an incoming supplier) under the Regulations).

19.3 For Services rendered from Company's premises, Supplier shall on a monthly basis, if requested by Company, produce the following documents for verification to Company or of any agency appointed by Company to ensure that the statutory compliances are fulfilled and are up to date:

- Copy of License, if applicable, granted under the Contract Labour (Regulation & Abolition) Act, 1970;
- Provident Fund (PF) and Employee State Insurance (ESI) code numbers of the establishment of the Service Provider;
- PF and ESI nos. of every employee working on this Agreement;
- Wage Register (Form XIII);
- Muster Roll (Form XII);
- Photocopies of Challan for monthly contribution to P.F & E.S.I.;
- Periodic Returns such as Form 6 for E.S.I, Form 3A & 6A in respect of PF etc.
- Remittance proof of payment of ESIS contribution
- Remittance proof of payment of EPFS contribution
- Remittance proof of payment of Profession Tax
- Acknowledged copies of ESIS Half Yearly Return (Form 6) in the month of May & November of every year
- Remittance proof of payment of Labour welfare Fund contributions (along with the invoice of June / December).
- Copy of Annual Return under the provisions Payment of Bonus Act (Form D) before 31st Dec. following the end of the concerned year.
- Copy of Annual Return under the Contract Labour (R&A) Act on or before 15th Feb. following the end of the concerned year.

Company reserves the right to withhold, adjust the payments due to the Supplier to an appropriate amount to cover liability arising out of detected and continued non-compliance of any statutory obligations

- 19.4 The Supplier hereby agrees to take the full responsibility of notifying Company if the Supplier is qualified or gets qualified during the term of this Agreement as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"). To comply with the above requirement, PROVIDER is required to notify Company in writing within thirty (30) days of coming under the ambit of the MSME Act as mentioned above. The Supplier further acknowledges that in the event it fails to comply with the requirement, Company shall assume that the Supplier does not fall under the ambit of the MSME Act to the extent provided above

## 20 DATA PROTECTION

- 20.1 In this condition 20, the terms "**personal data**", "**data controller**", "**data processor**", "**data subject**" and "**process**" shall have the meanings given in the Data Protection Act.
- 20.2 Each party acknowledges that, for the purposes of this Agreement and/or any Contract it may process personal data in respect of which the other party is the data controller.
- 20.3 In the event that any personal data is processed by the Supplier, its agents or permitted sub-contractors appointed pursuant to condition 14 or employees, under or in connection with the Contract, the Supplier shall, and shall ensure that its agents, permitted sub-contractors appointed pursuant to condition 14 and employees shall:
- 20.3.1 process such personal data only on behalf of Company (or if so directed by Company, any Associate or Client of Company), only for the purposes of performing the Contract and only in accordance with instructions received from Company (or its Associate or Client) from time to time;
  - 20.3.2 at all times comply with the provisions of the seventh principle set out in Part 1 Schedule 1 to the Data Protection Act (which provides that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss, destruction of or damage to personal data);
  - 20.3.3 not, without the prior written consent of Company, carry out any processing of such personal data or transfer any such personal data;
  - 20.3.4 comply promptly with all instructions or directions received from Company (or its Associate or Client) from time to time, including, without limitation, instructions to refrain from the processing of personal data of individuals with immediate effect, as may be indicated by Company (or, where appropriate, its Client);
  - 20.3.5 at the request and expense of Company (or, where appropriate, its Client) and in addition to its other express obligations under the Contract use reasonable efforts to assist Company (or, where appropriate, its Client) in complying with its obligations as a data controller (including pursuant to any applicable data protection laws) including co-operating with Company (or, where appropriate, its Client) in complying with any subject access request or any enquiry, investigation or assessment of processing, including by means of rectifying, blocking, erasing or destroying such personal data on the instructions of Company (or, where appropriate, its Client);
  - 20.3.6 require any subcontractor appointed pursuant to condition 14 to which personal data will be disclosed to enable it to perform its appointment to enter into a written contract containing equivalent terms to those set out in this condition 20;
  - 20.3.7 not use, process or retain any copy, abstract, précis or summary of any of the personal data for any purposes other than originally intended under this Agreement and any Contract, except as required by law or for the performance of, or to evidence the performance of, its obligations under this Agreement and/or any Contract;
  - 20.3.8 provide complete and accurate responses to any and all questionnaires or other requests from Company (or, where appropriate, its Client) with regard to the Supplier's technical or physical security arrangements;
  - 20.3.9 report to Company (or, where appropriate, its Client) forthwith all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of the Supplier) either to gain access to or interfere with personal data under the control of Company (or, where appropriate, its Client);

- 20.3.10 implement any reasonable actions recommended by Company (or, where appropriate, its Client) whether as a result of the responses provided pursuant to condition 20.3.8 or otherwise with regard to the Supplier's technical or physical security arrangements relating to this Agreement;
  - 20.3.11 immediately notify Company (or, where appropriate, its Client) if it discovers that there has been a material breach of or serious attempt to breach its security safeguards, any known or suspected improper use of, misappropriation of, or fraudulent behaviour involving personal data, customer information or Company data (or, where appropriate, the data of its Client) or if the security of personal data, or Company data (or, where appropriate, the data of its Client) has been or may be compromised for any reason;
  - 20.3.12 use its best endeavours to ensure that when transferring any data including personal data to Company (or, where appropriate, its Client) electronically or by disk, it does not in any way corrupt or damage any of Company's (or, where appropriate, its Client's) equipment or systems;
  - 20.3.13 shall permit Company (or, where appropriate, its Client) by its duly authorized representatives, to inspect and audit the Supplier's data processing activities hereunder to verify that the Supplier is in full compliance with its data processing obligations under this Agreement and/or any Contract;
  - 20.3.14 ensure that all data provided to Company (or, where appropriate, its Client) shall comply with Company's (or, where appropriate, its Client's) reasonable data requirements and standards from time to time, details of which are available to the Supplier upon request.
- 20.4 In the event that any personal data is processed by Company, its agents or permitted sub-contractors appointed pursuant to condition 14 or employees, under or in connection with this Agreement and/or any Contract, Company shall, and shall ensure that its agents, permitted sub-contractors appointed pursuant to condition 14 and employees shall:
- 20.4.1 process such personal data only on behalf of the Supplier, only for the purposes of performing the Contract and only in accordance with instructions received from the Supplier from time to time; and
  - 20.4.2 at all times comply with the provisions of the seventh principle set out in Part 1 Schedule 1 to the Data Protection Act (which provides that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss, destruction of or damage to personal data).
- 20.5 The Supplier authorises Company to export personal data, in respect of which the Supplier is the data controller, to a group company of Company ("**Data Importer**") outside India for the purposes of performing its obligations under this Agreement and/or any Contract, and to provide technical support for the Services. Such a transfer shall take place in accordance with the Data Transfer Agreement between Company and the Data Importer which shall be in the terms of the model contractual clauses approved by the concerned authority ("**Data Transfer Agreement**").
- 20.6 The Data Transfer Agreement sets out details of the identity and location of the Data Importer. For any personal data processed by the Data Importer for the purposes of the Contract, the parties agree that the Data Importer will also be a data processor.
- 20.7 If the transfer of personal data under the Data Transfer Agreement involves any special categories of data, the Supplier shall promptly notify the data subjects, to whom the personal data being transferred under the Data Transfer Agreement relates, of such fact.
- 20.8 The Supplier will indemnify fully and keep Company and the Client fully indemnified against any of the following:
- 20.8.1 all actions, proceedings, liabilities claims, demands;
  - 20.8.2 all losses or damages;
  - 20.8.3 all reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses);
- awarded against, paid by, taken incurred by or issued against Company and the Client as a result of any breach by the Supplier of the provisions of condition 20.
- 20.9 This condition 20 shall survive any termination or expiry of this Agreement or any Contract without limit in time.

## 21 GOODS AND SERVICES TAX

- 21.1 From the effective date and upon implementation of Goods and Services Tax (“GST”) Laws in India, Supplier undertakes to levy applicable GST in accordance with the GST Laws. Supplier shall ensure to make payment of GST amount against the GST TIN Number of the jurisdiction as provided by Company to Supplier in writing or as mentioned in the Purchase Order.
- 21.2 Supplier undertakes to remit applicable GST to the appropriate tax jurisdiction of the applicable taxing authority within the time specified in the applicable law. Supplier undertakes to submit all necessary information, documents and other evidences, including in particular, copy of Supplier’s certificate of registration with tax authorities, copy of challan evidencing payment of GST by Supplier and such other documents that may be required by Company to enable Company to claim the credit of GST charged to it by Supplier. In the event, Supplier fails to remit the GST amount as stated above, or remits the same to a jurisdiction not as per GST TIN Number as provided by Company, or claims that it has made the remittance, but the same is not reflected in the GST network of Company, then Supplier shall become liable to promptly, without delay or demur, reimburse to Company within 30 days of Company making a claim (1) all the GST payable for the supply of Products or services, and/or (2) the disallowed or unavailable credits which otherwise Company would be entitled under the applicable law if the GST was properly remitted by Supplier within the time period stated above and (3) the interest and penalties associated with such disallowed or unavailable credits and (4) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority from Company.
- 21.3 Supplier shall ensure to pass on to Company the benefit of availability of credit and reduction in the rates of output tax. Further, in case any tax or government authority asserts that Supplier has not deposited certain taxes under the GST Laws with the taxing or government authority, and / or disallows the credit of GST with or without interest and / or penalty, Supplier hereby agrees to indemnify Company for such taxes and hold Company harmless on an after tax basis from and against any taxes, interest and penalties levied or asserted by the taxing or the government authority in connection therewith. Supplier acknowledges and agrees that in the event any tax proceedings are initiated against Company, Supplier shall fully co-operate with Company by furnishing all information on timely basis as may be required by Company from Supplier, including but not limited to confirmation of booking/accrual of income.
- 21.4 Supplier acknowledges and agrees that adherence to compliances would be monitored by the taxing authorities and any defaults may result in blacklisting or special scrutiny of either of the Parties. Accordingly, in the event of continuing defaults by the Supplier, which results in any kind of adverse actions against Company including special scrutiny of the books of accounts of Company, then Company shall have the right to immediately terminate this Agreement without any cost to the Supplier.
- 21.5 Supplier shall be solely responsible for true and correct classification (HSN/SAC based) of the goods/services in accordance with GST Laws. Supplier shall, on request from Company, forthwith provide documents supporting the basis of its classification of goods/services. Supplier undertakes to indemnify Company for any loss or reduction of input credit availed by Company, due to incorrect classification (HSN/SAC based) by the Supplier.
- 21.6 Wherever domestic reverse charge provisions are applicable under GST legislation, no GST should be charged by Supplier to Company and the GST would be paid by Company under reverse charge mechanism.

## 22 TAG POLICIES, ENVIRONMENT AND SUSTAINABILITY

- 22.1 The Supplier shall ensure that it provides the Services and/or the Goods, in all respects in accordance with any policies of Company which are notified to the Supplier from time to time.
- 22.2 The Supplier will achieve and maintain ISO 14001: 2004 certification.
- 22.3 From time to time Company undertakes environmental initiatives with its vendor base. The Supplier shall participate in such initiatives on request from Company.

## 23 ANTI-BRIBERY COMPLIANCE

- 23.1 The Supplier shall:
- 23.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and related legislations applicable to India (“**Relevant Requirements**”);

- 23.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 23.1.3 comply with the Company's ethics, anti-bribery and anti-corruption policies and the Supplier Code of Conduct as issued by Company from time to time, in each case as Company or the relevant industry body may update them from time to time ("**Relevant Policies**");
  - 23.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and condition 23.1.2, and will enforce them where appropriate;
  - 23.1.5 immediately notify Company if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
  - 23.1.6 ensure that all persons associated with the Supplier or other persons who are performing the Services and/or providing the Goods in connection with this Agreement comply with this condition 23; and
  - 23.1.7 on Company's request the Supplier shall certify to Company in writing signed by an officer of the Supplier, compliance with this condition 23 by the Supplier and all persons associated with it and all other persons for whom the Supplier is responsible under condition 23.1.6. The Supplier shall provide such supporting evidence of compliance as Company may reasonably request.
- 23.2 For the purpose of this condition 23, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 23, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

## 24 NOTICES

- 24.1 Where under any provision of this Agreement or any Contract notice is required to be given by either party to the other such provision shall be satisfied by a written notice signed by an officer of the relevant party and transmitted either by post, telex or facsimile to the registered office in the case of Company or such other address as Company shall notify to the Supplier and to the address stated on the Purchase Order in the case of the Supplier or such other address as the Supplier shall notify to Company in writing.

## 25 GENERAL

- 25.1 If any wording in any provision of this Agreement or any Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such wording shall be severed from this Agreement, and the remainder of that provision and the other remaining provisions hereof shall continue in full force and effect as if this Agreement or such Contract had been executed with the invalid, illegal or unenforceable wording eliminated.
- 25.2 Subject to condition 3.5, each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement (or as agreed pursuant to condition 2.7). Nothing in this condition shall limit or exclude Supplier's liability for fraud, gross negligence, wilful misconduct, any claims with respect to breach of confidentiality and data privacy obligations and/or infringement of intellectual property rights.
- 25.3 No variation of this Agreement (or to any Contract made pursuant to this Agreement) shall be binding upon the parties unless the same shall be in writing duly signed by an authorised representative of Company and the Supplier on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.
- 25.4 The failure of a party to insist upon strict performance of any provision of this Agreement (or to any Contract made pursuant to this Agreement), or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement (or to any Contract made pursuant to this Agreement).
- 25.5 Subject to the specific limitation set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy except as expressly provided for in this

Agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise.

- 25.6 Company, any Associates of Company not party to this Agreement or a Contract or any Client may enforce the terms of this Agreement (and any Contract made pursuant to this Agreement) subject to and in accordance with the terms of this Agreement and as per applicable statutory provisions available under law.
- 25.7 Except as provided in condition 25.6, no third party has any right to enforce any term of this Agreement (or any Contract made pursuant to this Agreement) but this does not affect any right or remedy of a third party which exists or is available as per applicable statutory provisions available under law.
- 25.8 Company and the Supplier may by agreement rescind or vary this Agreement (or any Contract made pursuant to this Agreement) without the consent of any of the Affiliates / Associates of Company not party to a Contract or the Clients.
- 25.9 The Affiliates/Associates of Company not party to a Contract or the Clients may not assign the rights granted by condition 25.6.
- 25.10 The Agreement (and any Contract made under this Agreement) shall in all respects be governed by Indian Law and the Supplier and Company agree to submit to the exclusive jurisdiction of Courts in Chennai.

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