

# AGREEMENT ON THE PROVISION OF BPM & DMS NON RECURRING SERVICE

Version 1.0 Effective Dated 22nd September 2020

## General Terms & Conditions (“GT&Cs”)

- Purpose.** IM shall provide BPM DMS Document Management Services for a single occasion, according to the scope defined in the proposal attached to this Agreement as Appendix I (the “Services”), which shall form an integral part of this Agreement.
- Charges.** The corresponding taxes shall be paid by the Client. The payments derived from the tariffs shall be billed per month in arrears. The monthly payment of the agreed price, as well as the billing for the services covered by this Agreement, shall be made in INR, according to the volume on the date of issue of the corresponding bill.
- Force Majeure.** Neither of the parties shall be liable for delay or the inability to perform their obligations due to natural phenomenon or acts of government, flood, fire strikes, terrorism, riots or civil commotions, unusual delays due to traffic or other causes outside of their reasonable control, or acts of god or force majeure,
- Instructions of the Client.** The Client guarantees that it is the owner and/or has the legal custody of the Documents or Images (hereinafter the “Files”), which it shall deliver to IM for the rendering of the services, as well as having full legal authority to request their processing. The services shall be rendered based on the stipulations of the Appendix and the instructions of the authorized personnel of the Client in accordance with the procedures of IM. The instructions of the authorized personnel of the Client shall constitute the representation of the Client, in the understanding that such persons shall have full authority to request the service. The Client releases IM from any liability in virtue of the elimination of the Deposits performed in accordance with its instructions and/or authorization.
- Confidentiality.** “Confidential Information” is information: (i) Contained in the Files; (ii) concerning or related to the property, businesses and affairs of the Disclosing Party that is given to the Receiving Party; and, (iii) related to this Agreement and its Appendices, including the processes and procedures of IM; except for that information which has been previously known by the Receiving Party free of any obligation of confidentiality, which at a later date is made public knowledge by the Disclosing Party, or which is disclosed by a third party entitled to make such disclosure. The Confidential Information shall only be used in accordance with this Agreement and may not be intentionally disclosed to third parties without the written consent of the Disclosing Party. IM shall not have any right whatsoever over the Confidential Information of the Client contained in the Files. IM shall implement and maintain reasonable security measures to protect the Confidential Information of the Client. The obligation of confidentiality shall subsist during the year following the termination of the contracted services.
- Liability.** IM shall not be liable for the loss, destruction or damage of the Files, including losses that constitute a breach of data security or of confidentiality, except for negligence of IM. The maximum overall liability of IM under this Agreement shall be limited to 3% of the total billing of the service effectively rendered by IM. The Client explicitly acknowledges and accepts that the File are not insured by IM against loss or damage. The Client may insure the Files at its own cost for the amount it deems appropriate. The Client must obtain the waiver of any right of subrogation against IM from the Insurers of its Deposits.
- Contents of the Files.** IM shall not be liable for the contents of the files or images. The Client shall be liable to any authority or third party in general for the information given for processing, stating that the obligation of IM consists solely and exclusively of the processing of the files in accordance with the terms of this Agreement.
- Indirect Damages.** The liability of IM is limited to the stipulations of this Agreement. The parties shall not be liable for any indirect, consequential, remote and/or casual damages, irrespective of any action that may be exercised or is exercised to this effect in order to claim civil, contractual or any other liability (including loss of profits or gains), even when one of the parties has been informed of the possibility of such damages.
- Notifications.** Notifications pursuant to this Agreement must be made in writing, addressed to the General Manager and sent to the address indicated on the first page hereof, unless written notification has been received changing such address.
- Payment; Default Interest.** The payment terms are net twenty one (21) days. Customer/Client shall pay interest on any late payment at the monthly rate of two percent (2%) on the unpaid balance. Prior to the delivery of the Deposits, upon the termination of the Agreement or removal of more than 25% of the volume stored has been requested, IM may request payment in advance and before the services are to be supplied.
- Restrictions regarding the Processed Material.** The Client shall not give IM, for processing, images or files that are prohibited by Indian laws. Nor shall it process money, negotiable instruments, securities, goods or documents that accrue interest for which IM would be bound to collect upon maturity, or other items that have intrinsic value. The Client shall not give IM information considered to be illegal, defamatory, calumnious, threatening, inciting hate or intimidatory, or obscene and/or pornographic material, including material that spreads any virus or any other program that may damage the system and/or eliminate the stored information. In case of breach of this clause, the Client is bound to indemnify IM for all and any damage or destruction caused thereby directly or indirectly to the equipment with which the Services are rendered, including damages and injuries caused to persons as a result of such breach. The Client is bound to refund IM each and every one of the expenses and costs (including reasonable legal fees) that have been necessary to incur derived directly or indirectly from the processing of prohibited files.
- Governing Law and Submission to Jurisdiction.** In the event of disputes, differences or claims, interpretation of clauses, arising between the parties hereto out of this Agreement, the parties shall first endeavor to settle such disputes, differences or claims by friendly consultation, which should be referred to an Arbitral Tribunal presided over by three Arbitrators, one appointed by each of the parties hereto and the third Arbitrator who shall be the Presiding Arbitrator (“Umpire”) shall be appointed by the two Arbitrators so appointed. The Arbitration proceedings shall be conducted in Mumbai in English language and the same will be subject to and be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any enactment thereof. The Parties hereby expressly agree and understand that, nothing contained herein shall restrict either party from seeking any interim injunction or appeal or other equitable relief or filing an appeal against the Arbitral award (if necessary or appropriate) in order to prevent irreparable loss or damages, from a court of competent jurisdiction. This agreement shall be construed in accordance with and governed by the laws

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prevailing in India for the time being in force and all enactments thereof and for all purposes the Courts in Mumbai alone shall have exclusive jurisdiction over all disputes or differences or claims arising out of this agreement.

13. **Breach.** In case of default of the Client to pay the Services to IM within thirty (30) days following the date of a bill, IM may, at its election: (a) suspend the service, (b) terminate this Agreement, or (c) exercise any recourse granted thereto by Law. If the Client continues in default of its obligation of payment after 6 months counted from the 30 days following the date of the bill, IM may take down the images from the hosting and withhold the boxes that contain the images. Similarly, IM may destroy and/or securely eliminate the Deposits if the Client continues in breach for more than 6 months, as long as IM has notified the Client in writing of this situation 90 days in advance. A final notification shall be sent to the Client at least ten (10) days in advance of the date of the Secure Destruction of the Files. The Client must pay IM the standard tariff for such destruction. In the case that IM carries out any of the actions pursuant to this Clause, it shall not have any liability with the Client or any person who claims on behalf or through the Client. For the effects of this Clause, "Secure Destruction" shall mean the disposal of the Deposits by destruction and/or elimination by means of incineration or shredding, or by any other means other than simply disposing of them as waste if the Deposits were physical documents. Electronically stored information shall be eliminated and/or erased.
14. **Nature of the Agreement.** This Agreement is Commercial by nature. No labor relation exists or shall exist between IM and the Client, or between the employees of one with the other. each one of them is, and shall be, liable for any labor obligation derived from their existing relations with their respective employees and under no circumstance should the employees of either of the parties be considered as employees of the other party.
15. **Consent.** The parties are bound in good faith in the form and terms stipulated in this Agreement, explicitly acknowledging the nature and type of the service, and that the prices assigned thereto represent their fair and real value, and that no error, fraud, duress, threats, mala fides, ignorance, inexperience, excessive gain, incapacity or coercion of any kind exists, and therefore they waive any legal action to invoke its invalidity, as well as the terms that the law provides to exercise it.
16. **Miscellaneous.** IM may subcontract its obligations to one of its sister companies, subsidiaries and/or related parties. Neither of the parties may assign all or part of their obligations under this Agreement, without the consent of the other party, except in the case of the sister companies, subsidiaries and/or related parties of each one of them. In the case that the Client issues purchase orders covering the services under this Agreement and which contains contradictory or additional terms to this Agreement, the terms of the Purchase Order shall be invalid. On this date, the Client is bound to respect, comply with and ensure compliance by all those directly depend on it and/or who are related thereto, through it, with the purpose of the Agreement indicated on the first page hereof, its workers and advisors, its contractors and subcontractors and the employees thereof, with the current laws, rules, regulations
17. **Compliance with Trade Control Laws.** Customer/Client represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause IM to be in violation of such laws and regulations, and will not require IM to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.