

**LLOYDS OFFSHORE GLOBAL SERVICE PRIVATE LIMITED
TERMS & CONDITIONS -FOR PURCHASE ORDER**

INTRODUCTION

Lloyds Offshore Global Service Private Limited ('the Company') has agreed to engage the Supplier to provide the Goods and/or Services on the terms and conditions set out in this Purchase Order ('PO').

1. Interpretation

1.1 These are the Terms and Conditions on which the Supplier will provide the Goods and/or Services. These Terms and Conditions form the PO between the Supplier and the Company.

1.2 In this Purchase Order the following words and expressions shall have the following meanings

Affiliate(s) means with respect to any entity any other entity directly or indirectly, Controlling, Controlled by, or under common Control with such entity;

Anti-Slavery Requirements means all Applicable Laws, Company Policies as they relate to Modern Slavery, regulations, rules and codes in relation to slavery, servitude and forced or compulsory labour and human trafficking including but not limited to the UK Modern Slavery Act 2015;

Applicable Laws means any of the following, to the extent that it applies to a party, Service Recipient or any sub-contractor, a) any statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time; b) the common law; c) any binding court order, judgement or decree; d) any applicable industry code, guidelines, policy or standard; and e) any applicable guidance, direction, policy, rule or order that is given by a Regulatory Body in any jurisdiction applicable to this PO, each as in force, or as may be amended, from time to time;

Company Data means any data or information in any form or medium provided by or on behalf of the Company to the Supplier or which the Supplier is required to process as part of the Services under this PO including without limitation any Personal Data;

Company Employees means any employee, officer, agent or any other person whatsoever acting or on behalf of the Company or otherwise under the Company's control and direction engaged in the provision of the Services and /or Goods;

Company Policies means such internal policies and codes of the Company and/or Service Recipients as may be notified to the Supplier from time to time (including those concerned with health and safety, staff requirements, procedures and processes, IT and data security requirements, branding policies and ITEC rules, contact with customers and premises security, and the Code of Supplier Responsibility);

Charges means the Charges set out in the Purchase Order;

Confidential Information means all information which is imparted or obtained under or in connection with this PO (whether before or after the Effective Date) in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of a party, all know-how, trade secrets, products, operations, processes, product information and unpublished information, and any other commercial, financial or technical information relating to the customers, business or prospective business of a party;

Control has the meaning set out in section 2(27) of the Companies Act, 2013 and "Controlling" and "Controlled" shall be interpreted accordingly;

"Cybersecurity Incidents" means any actual or threatened incident that results in, or may lead to, unauthorized access to an entity's information technology systems or data, including but not limited to the following: targeted scanning/probing of critical networks/systems, compromise of critical systems/information, unauthorised access of IT systems/data, defacement of website or intrusion into a website and unauthorised changes such as inserting malicious code, links to external websites etc., malicious code attacks such as spreading of virus/worm/trojan/bots/ spyware/ ransomware/cryptominers, attack on servers such as database, mail and DNS and network devices such as routers, identity theft, spoofing and phishing attacks, denial of service and distributed denial of service attacks, attacks on critical infrastructure, SCADA and operational technology systems and wireless networks, attacks on application such as e-governance, e-commerce, etc., data breach, data leak, attacks on internet of things devices and associated systems, networks, software, servers, attacks or incident affecting digital payment systems, attacks through malicious mobile apps fake mobile apps, unauthorised access to social media accounts, attacks or malicious/ suspicious activities affecting cloud computing systems/servers/software/applications, attacks or malicious/suspicious activities affecting systems/ servers/ networks/ software/ applications related to big data, block chain, virtual assets, virtual asset exchanges, custodian wallets, robotics, 3D and 4D printing, additive manufacturing, drones and attacks or malicious/ suspicious activities affecting systems/ servers/software/ applications related to artificial intelligence and machine learning;

Data Protection Laws means all Applicable Laws relating to data protection, data sharing and/or privacy, including but not limited to the Information Technology Act, 2000 and the rules, regulations and directions thereunder (as amended or replaced from time to time), including but not limited to Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 ("SPDI Rules") and the Cybersecurity Directions dated April 28, 2022 issued by the Indian Computer Emergency Response Team and the Digital Personal Data Protection Act, 2023;

"Data Fiduciary", "Data Principal", "Data Processor", "Personal Data" and "Processing or Process" shall have the meanings given to the terms under the Data Protection Laws.

Delivery Address means the address set out in the Purchase Order;

Delivery Date(s) means the date(s) set out in the PO or, if not specified, the delivery date agreed between the parties for delivery of any specified Deliverables;

Documentation means the operating manuals, user instructions, technical literature and other related materials (whether in hard copy or electronic format) necessary for the use, reproduction, modification and/or enhancement of the Goods and/ or Services (including but not limited to, program listings, flowcharts, diagrams, design documentation and interface information);

Effective Date(s) means the date(s) of execution of this Purchase Order;

Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of the highest degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a person highly skilled and experienced in providing goods and / or Services similar to the Goods and/ or Services;

Goods means the goods or any part of them (including Hardware, if any) and Documentation to be provided or made available by the Supplier to the Company under this PO;

Intellectual Property Rights means all intellectual property rights including, but not limited to, patents, trade secrets, trademarks, service marks, trade names, copyright and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semiconductor topography rights and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protections of a similar or equivalent form in any relevant jurisdiction;

Losses means all losses, liabilities, damages, demands, actions, fines, penalties, costs, charges claims and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest);

Modern Slavery means slavery, servitude and forced or compulsory labour and human trafficking;

Purchase Order means these Terms and Conditions;

PO Year means any period of 12 months commencing on the Effective Date or an anniversary thereof;

Regulatory Body means the Ministry of Corporate Affairs, Ministry of Finance, Reserve Bank of India, Ministry of Home Affairs or any other government and statutory authority including but not limited to agency, board, commission, tribunal or other entity in India which is empowered by law to regulate, oversee or enforce legal and regulatory compliance and any other regulatory or quasi-regulatory, administrative, or taxation body or court or listing authority which regulates or governs the Company or a Service Recipient and any replacement or successor body in any relevant jurisdiction from time to time;

Service Recipients has the meaning set out in clause 2.1;

Services means the services to be provided by the Supplier under this PO, including the provision of any Deliverables;

SPDI means sensitive personal data or information of Indian data subjects, as defined under the SPDI Rules;

Specification means the specification(s) for the Goods and/or Services set out in this PO or, in the absence of any such specifications, the standard specifications produced by the Supplier applicable to such Goods and/or Services;

Supplier means the person, firm or company set out in the Purchase Order;

Supplier Authorised Representative means the individual set out in the Purchase Order;

Supplier Employees means any employee, officer, agent or any other person whatsoever acting for or on behalf of the Supplier (including but not limited to Specified Employees) or otherwise under the Supplier's control and direction (and includes temporary staff, workers, temporary workers, consultants, agents, subcontractors and third parties) engaged in the provision of the Goods and/or Services;

Terms and Conditions means these general conditions of PO;

Warranty Period means twelve (12) months from Acceptance of the Goods and/or Services; and

Working Days means Monday to Friday except public holidays in India.

- 1.3 A Purchase Order (incorporating the Terms and Conditions) for the sale and purchase of Goods and/or Services will become binding on the parties (i) upon written acceptance by the Company of the Supplier's quotation; or (ii) upon written acceptance by the Supplier of a proposed Purchase Order submitted by the Company which is not preceded by a quotation from the Supplier; or
- 1.4 The quantity, quality and description of the Services and/or Goods shall be those set out in the Purchase Order. The Company may at any time agree in writing with the Supplier alterations to the Specifications, delivery time or place and/or quantity specified in the Purchase Order not yet fulfilled or not completed.
- 1.5 These Terms and Conditions shall apply to and form part of this Purchase Order. They will apply in place of and prevail over any terms and conditions contained in or referred to in any documentation submitted by the Supplier or in correspondence or elsewhere and any purported provisions to the contrary shall have no effect.
- 1.6 In this Purchase Order, (a) references to a "person" include an individual, a body corporate and an unincorporated association of persons; (b) references to a party to this Purchase Order includes references to the successors or assignees (immediate or otherwise) of that party; (c) any terms in the singular shall include the plural and vice versa; (d) reference to a clause means a clause of this Purchase Order; and (e) headings are included for convenience only and may not be used in construing/interpreting this Purchase Order.
- 1.7 All of these clauses shall apply to the supply of each of the Goods and/or Services except where the application to one or the other is specified.
- 1.8 Reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it and any subsequent reenactment or amendment of the same.

2. Service Recipients

- 2.1 This PO and the Services (including but not limited to any related goods, software, Deliverables and/or documentation and materials) provided by or on behalf of the Supplier are for the benefit of the Company and, where applicable, the following other parties: (i) any third party that has contracted, or contracts from time to time, with the Company or another member of the Company Group to provide goods or services, including but not limited to facilities management services, outsourced services or maintenance services; (ii) any other member of the Company Group; (iii) any employee, officer, consultant or agent of the Company or of any other member of the Company Group; (iv) any JV; (v) any Separating Entity; (vi) any third party that acquires any Separating Entity; and (vii) any other person that the Company may notify to the Supplier from time to time (each an "Additional Service Recipient") following the commencement date of this Purchase Order; each a "Service Recipient".
- 2.2 This PO, the Services, and any assistance provided by the Supplier are intended for the Company and, if applicable, the Service Recipients. The Supplier agrees that the Services may be provided to the Service Recipients by the Company. Payment for the Services remains the Company's responsibility unless otherwise agreed. Service Recipients benefit from the Services and licenses but are not liable for the Company's obligations to the Supplier. References to "Company" include Service Recipients, including any indemnity in favor of the Company. Each of the Service Recipients will be beneficiaries under this PO in respect of every term of this PO. The Beneficiaries will be entitled to

enforce the terms of this PO under the Indian Contract Act. Any Losses suffered by the Beneficiaries shall, to the extent permitted by Applicable Law, be deemed to be Losses suffered by the Company and, subject to the limitations and exclusions of liability set out in clause 11, will be recoverable by the Company from the Supplier.

- 2.3 All claims by any Beneficiaries against the Supplier shall, to the extent permitted by Applicable Law, be brought by the Company on behalf of the relevant Beneficiary. If the Company, after complying with this clause, is expressly prevented by an Indian court decision from bringing a claim on behalf of such Beneficiary for any reason (including the court's ruling that the Company is not an interested party), then the relevant Beneficiary may bring the claim directly against the Supplier pursuant to clause 2.2. If the Company brings a claim against the Supplier that includes Losses incurred by a Beneficiary, and such Beneficiary has already recovered those Losses from the Supplier, the Company's claim will be reduced by the amount of those recovered Losses paid to the relevant Beneficiary.

3. Term

- 3.1 The Term of the PO shall be as specified in the PO document (subject to any earlier termination in accordance with clause 11).

4. Provision of the Goods

- 4.1 The quantity, quality and description of the Goods shall be those set out in the PO and the Supplier shall ensure the Goods provided are in accordance with the terms of this PO, including but not limited to the relevant Specification(s).
- 4.2 The Supplier shall ensure that the Goods shall (a) comply with the relevant Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1930) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgment; (c) be free from defects in design, materials and workmanship; and (d) comply with all Applicable Laws and all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

5. Performance of the Services and Delivery of any Deliverables

- 5.1 The Supplier shall provide the Services and deliver any Deliverables and any other services, functions and responsibilities which are necessary for, or incidental to, the proper provision of the Services to the Company, in accordance with the terms of this PO, including the quantity and description set out therein.
- 5.2 The Supplier shall provide the Services and perform its other obligations under this PO (a) in accordance with the relevant Specification; (b) with all reasonable skill and care; (c) in accordance with Good Industry Practice; (d) in accordance with all Applicable Laws; (e) in such a manner, in the Company's sole reasonable discretion, that will not bring the Company's and/or any of the Company's Affiliates' names, products and/or brands into disrepute; (f) using only Supplier Employees that are appropriately qualified, experienced, competent and appropriately supervised to perform the tasks allocated to them, and using a sufficient number of such Supplier Employees who have undergone appropriate criminal and security vetting prior to being deployed in connection with the Services in accordance with the Company Policies.
- 5.3 The Supplier shall perform the Services and provide any Deliverables in accordance with any dates specified for such performance in the PO. Services which do not have specified dates for completion shall be provided by the Supplier as soon as reasonably practicable. For any specified time frames for performance of the Services, time shall be of the essence concerning performance of those Services.
- 5.4 The Supplier must promptly inform the Company of any development affecting its ability to provide the Services or the Company's ability to use them, in line with Applicable Laws and PO obligations. Additionally, the Supplier must inform the Company before discussing such matters with third parties (including Regulatory Bodies as allowed by law), except when talking to sub-contractors to mitigate risks. The Supplier will also update the Company on steps taken to address any delays and their expected duration. This notice does not affect the Company's rights or the Supplier's deadlines under the PO.
- 5.5 The Company can suspend, postpone, or reduce the Services and/or Deliverables at any time by notifying the Supplier. The notice will include the start date, estimated duration, and relevant PO. Upon receiving this notice, the Supplier must comply at no cost to the Company. The Company can cancel the suspension, postponement, or reduction by notifying the Supplier, who must then resume the Services and/or Deliverables as per the PO.
- 5.6 The Supplier must maintain all necessary records and information for the duration of the PO to ensure the Company can fully understand the Services provided. These records must be accurate, up-to-date, and comply with applicable laws. The Supplier must update and provide these records to the Company upon reasonable request
- 5.7 The Company shall be entitled to terminate the PO if the Supplier breaches any provisions from clauses 5.1 to 5.6 inclusive.

6. Delivery of the Goods

- 6.1 The Supplier shall supply the Goods (a) to the Delivery Address, as instructed by the Company before delivery; (b) on the Delivery Date; and (c) during the Company's normal hours of business (on a normal Working Day), or as instructed by the Company.
- 6.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Address. The Supplier shall be responsible for and bear the risk for the Goods until delivered and accepted at the Delivery Address (including passing any Acceptance Tests).
- 6.3 The Supplier shall be responsible for all export, transit and import customs clearance formalities including but not limited to any required licences, security clearances, pre-shipment inspections, import or export duties or any other official authorisations. The Supplier shall ensure that:
- 6.3.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 6.3.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 6.3.3 if the Supplier requires the Company to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 6.4 If the Supplier:
- 6.4.1 delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods in totality; or
- 6.4.2 delivers more than 105% of the quantity of Goods ordered, the Company may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

7. Inspection and Rejections

- 7.1 If any Goods delivered or Services rendered by the Supplier are defective in materials, quality or workmanship or otherwise not in conformity with requirements or Specifications of the PO, the Company shall have the right to
- 7.1.1 reject the Goods and/or Services and treat the PO as discharged by the Supplier's breach and require repayment of any part of the price which has been paid. The Supplier shall bear the risk of damage to or loss of and all handling and transportation costs (including return delivery costs) for defective Goods delivered; or
 - 7.1.2 require the Supplier to supply replacement Goods or re-perform the Services in accordance with any delivery times stipulated by the Company. The Company shall be entitled to a reduction in price reflecting the reduced value attributable to non-conformance. The above rights shall exist notwithstanding payment or any prior inspection or test, and do not affect any rights to which the Company may be entitled at common law including but not limited to the Company's right to claim general and/or special damages by reason of the Supplier's breach.
- 7.2 Without prejudice to the foregoing, in relation to software and hardware the Supplier shall be required to demonstrate to the Company that such Goods are complete, operational, and perform in accordance with the Specifications (and any other requirements agreed by the parties in writing) by the due date set out in the PO (or the date otherwise notified to the Supplier in writing by the Company) except where any delay or failure is solely as a result of a failure on the part of the Company.
- 7.3 The Supplier must demonstrate to the Company that software and hardware are complete, operational, and meet Specifications by the due date unless delayed by the Company. The Supplier must also show that these goods have passed the Company-specified acceptance tests. If the goods fail to pass, the Supplier has 7 days to correct and re-submit them for approval. If they fail again, the Company may require further correction, terminate the PO, accept the goods with a price reduction, remove them from the PO, or have them corrected by a third party at the Supplier's expense.
- 7.4 Payment by the Company for the Goods and/or Services shall not of itself be deemed to constitute acceptance that the Goods and/or Services meet their specification and performance requirements. Acceptance shall not constitute a form of waiver of the Company's rights hereunder.

8. Charges and Payment

- 8.1 In consideration of the provision of the Goods and/or Services and all other activities to be provided by the Supplier (including but not limited to the provision or creation of any Deliverables), the Company shall pay to the Supplier the Charges set out in the PO.
- 8.2 All Charges shall be exclusive of any applicable Goods and Service Tax but inclusive of any other duties, taxes or levies. Subject to clause 8.6, the Charges represent the entire payment to be paid by the Company pursuant to this PO and the Company shall not be subject to any other charges including, but not limited to, all other taxes, duties, carriage and delivery costs, royalties, or levies, all of which shall be borne by the Supplier.
- 8.3 Unless expressly stated, no travel, accommodation, subsistence or other expenses shall be due to the Supplier from the Company.
- 8.4 Unless otherwise stated in the PO, the Supplier will invoice the Company on or after acceptance of the Goods and/or Services and monthly in arrears in respect of the Services, by sending an invoice to the Company at the address stipulated in the PO. All invoices submitted to the Company must identify this PO and the Services and/or Goods to which the invoice relates.
- 8.5 The Company shall pay a valid and properly due invoice within thirty (30) days of its receipt unless there is a dispute relating to the amount of the invoice and subject to the Supplier complying with its obligations under this PO.
- 8.6 The Company shall pay any Goods and Service Tax (GST) that is properly chargeable in relation to the Charges at the rates prescribed by law at the time such Charges become due, provided that the Supplier has first provided the Company with a valid Goods and Service Tax invoice.
- 8.7 The Parties agree to facilitate applicable GST compliances on time including filing of GST returns.
- 8.8 The Parties further agree that in case any credit, refund or other benefit is denied or delayed the Company due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GST portal, failure to goods and services tax to the government) or due to non-furnishing or furnishing or incorrect or incomplete documents by the Supplier, the Supplier shall reimburse to the Company the loss suffered by the Company including but not limited to the extent of input tax, interest or penalty, if any.
- 8.9 At the time of payment to the Supplier, the Company shall deduct the applicable withholding taxes under the Income Tax Act from the amount quoted in the invoice at the applicable rate (TDS) as per the provisions of the Tax Laws and provide a tax deduction certificate in Form 16A to the Supplier within the timelines provided under the Income Tax Act.

9. General Obligations of the Supplier:

- 9.1 the Supplier represents, warrants and undertakes to ensure that:
- a) it has and shall ensure that all Supplier Employees have, and shall continue to have for the duration of this PO and for such time after the expiry or termination of this PO as is necessary for the proper performance of its obligations under this PO, full capacity and authority and all necessary authorisations, licences and consents, necessary to enter into and to perform this PO in accordance with the terms of this PO;
 - b) as at the date of this PO, the Supplier is not subject to any of the circumstances listed in clause 11.2.6;
 - c) it has the necessary skill, expertise and experience to provide the Goods and/or Services and perform its obligations hereunder, and that all Supplier Employees have the necessary skill, expertise and experience to provide the Goods and/or Services;
 - d) all Supplier Employees cooperate with the Company's employees and other suppliers and the Supplier shall co-operate with the Company and follow all instructions and guidance from the Company regarding the provision of the Services;
 - e) the Goods and/or Services will not in any manner infringe or violate any Intellectual Property Rights, nor any contractual, employment or property rights, duties of nondisclosure or other rights of third parties;
 - f) the Services and /or Goods and/or Documentation will not contain or utilise any unauthorised third party Confidential Information;
 - g) all of the Supplier's liabilities, responsibilities and obligations pursuant to this PO shall be fulfilled in compliance with Applicable Law and the Supplier agrees to indemnify, keep indemnified and hold the Company (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings, and Losses arising from any breach, or alleged breach, of this warranty;
 - h) it has not acted and will not act fraudulently or dishonestly and the Supplier agrees to indemnify, keep indemnified and hold the Company (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings and Losses arising from any breach, or alleged breach, of this warranty;
 - i) there are no material outstanding litigation, arbitration or other disputed matters to which the Supplier is a party which may have a material adverse effect upon the fulfilment of the Supplier's liabilities, responsibilities and obligations pursuant to this PO;
 - j) the Goods shall conform in all material respects to the relevant Specification for the Warranty Period;

- k) the Documentation shall be such that it enables users to make full use of the Goods and/or Services and will provide clear and simple instructions to enable a beginner to use the main functions;
 - l) it provides detailed records of all duties carried out in relation to the provision of the Services and/or Goods (including but not limited to copies of all references and checks obtained by the Supplier in respect of the Supplier Employees in accordance with the Company's referencing and vetting procedures and provide copies of such records and reports to the Company);
 - m) the Supplier and the Supplier's Employees have not and shall not do anything that may, in the Company's sole reasonable discretion, damage the reputation of the Company;
 - n) it shall maintain a system for identifying and managing explicit or potential conflicts of interest to ensure that no such circumstance jeopardises the efficient provision of the Services or otherwise adversely affect the Company; and
 - o) it shall maintain operational systems and controls and a risk management structure that are: (i) appropriate to the nature and complexity of the Services; (ii) compliant with Applicable Laws relating to the Supplier such that the Company is able to satisfy its regulatory obligations relating to systems and controls; and (iii) in accordance with Good Industry Practice;
 - p) without prejudice to any other clause, the Goods and/or Services shall comply with all Applicable Laws and, the Goods and/or Services shall meet at least level "AA" conformance.
- 9.2 The Supplier acknowledges that the Company is relying wholly and exclusively on the Supplier's skill, expertise and knowledge to provide the Services and/or Goods to meet the Company's business requirements.
- 9.3 The Supplier will immediately remove any Supplier Employees deployed in relation to the provision of the Services and/or Goods in the event such person commits a criminal offence of any kind (including fraud, gross misconduct, or breach of confidentiality or security). In the event that the Supplier becomes aware that any Supplier Employee has committed a criminal offence to the prejudice of the Company (for example, theft of the Company's property) the Supplier will inform the Company and report the facts to the Police in all cases. The Supplier shall promptly replace any removed Supplier Employee with a suitable alternative.
- 9.4 The Supplier undertakes in all instances to comply with all the Company's security briefing documents and requirements as notified to the Supplier by the Company and updated from time to time.
- 9.5 If, within the Warranty Period or as soon as reasonably practicable thereafter, the Company notifies the Supplier of any defect or fault in the Goods], in consequence of which it fails to conform to any of the warranties in clause 9.1 or the obligations in clause 4.2, without prejudice to any other claims the Company may have against the Supplier, the Supplier shall, at the Company's option, promptly repair or replace the Goods so as to be in compliance.
- 9.6 If a Service Recipient receives any of the Services, the Supplier shall ensure that (to the extent it is within its control to do so) Company Employees will only have access to Service Recipient data (including personal data) to the extent necessary to perform activities for which the Company is responsible in relation to the Services.
- 9.7 The Supplier shall comply promptly with any request by a Regulatory Body for information (which without limitation shall include documents whether stored electronically or otherwise) made directly to the Supplier or via the Company. Where appropriate the Supplier shall respond directly to the Regulatory Body. Furthermore, the Supplier shall co-operate with the Regulatory Body and assist the Company in any dealings with the Regulatory Body which are relevant to the arrangements comprised in this PO.

10. Risk and Title

- 10.1 The Goods shall be at the risk of the Supplier until delivery and acceptance by the Company (including passing any necessary Acceptance Tests) at the place of delivery specified in the PO. Ownership of the Goods shall pass to the Company on completion of delivery (including any off-loading) in accordance with the PO, except that if the Goods are paid for before delivery, ownership shall pass to the Company once payment has been made. The passing of ownership in the Goods is without prejudice to any right of rejection to which the Company may be entitled under this Contract or otherwise. If the software is (in whole or in part) destroyed, damaged or lost after that date the Supplier shall, within 7 days of the request of the Company, replace the same free of charge. Title in the Goods shall pass on delivery to the Delivery Address or, if earlier, when payment is made.
- 10.2 The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to the applicable remedies under this PO.

11. Termination

- 11.1 The Company, at the Company's sole option and in its absolute discretion, by giving written notice to the Supplier, may terminate for convenience this PO as of the date specified in the notice of termination. The Company shall give the Supplier at least one (1) month's notice of its termination for convenience of the Services. The parties acknowledge and agree that no other amounts shall be due from the Company to the Supplier in connection with termination of this PO under this clause 11.1, beyond the applicable Charges for the one (1) month of Services during the notice period.
- 11.2 The Company may, by giving written notice, terminate this PO or any part thereof with immediate effect and by reason of the Supplier's breach of PO, if:
- 11.2.1 termination is recommended by a Regulatory Body;
 - 11.2.2 the Supplier is in material breach (being a single event or series of events which together amount to a material breach) of this PO which: (i) is capable of remedy but the Supplier has failed to remedy within thirty (30) days of written notice from the Company requiring it to do so; or (ii) is not capable of remedy (other than by the payment of money);
 - 11.2.3 the Supplier fails to achieve any of the Service Levels more than five (5) times within any period of three (3) consecutive months;
 - 11.2.4 the Service Credits incurred by the Supplier in any month exceeds ten per cent (10%) of the Charges that would have been payable for that month had such Service Level breaches not occurred;
 - 11.2.5 the Supplier (or any person associated with the Supplier who is providing goods and/or Services in connection with this PO) is in breach of clause 20;
 - 11.2.6 the Supplier becomes unable to pay its debts in the ordinary course of business, passes a resolution for winding up or has a receiver or administrator appointed over all or any of its assets, becomes insolvent (whether voluntary or involuntary), placed in liquidation or if the Supplier ceases to carry on business as a going concern, or if the Supplier suffers any event analogous to or comparable with any of the above in any jurisdiction;
 - 11.2.7 there is a change of Control of the Supplier or a material part of the Supplier's business unit(s) engaged in the provision of the Services;
 - 11.2.8 the Company (acting reasonably) determines it is, or is likely to be, in breach of Applicable Law as a result of either (i) entering into, or performance of the obligations or exercise of rights under or pursuant to, this PO; or (ii) payments made under or pursuant to this PO;
 - 11.2.9 the Supplier is in breach of clause 4.2;
 - 11.2.10 the Supplier commits any breach of clauses 13 (Confidentiality), 14 (Data Protection) or the Company's security policy; or

Terminations pursuant to clauses 11.2.3 and 11.2.8 to 11.2.10 shall automatically be deemed to be terminations arising by reason of the Supplier's breach of PO; terminations pursuant to any of the other provisions of this clause 11.2 shall only be deemed to be a termination arising by reason of the Supplier's breach of PO if the termination trigger has arisen by virtue of a breach by the Supplier of its obligations under this PO.

- 11.3 In any of the circumstances set out in this clause 11 in respect of which the Company may terminate this PO, the Company may instead terminate any element of the provision of Goods and/or Services or any part of or the whole of the PO and this PO to which the termination event may relate. Any such partial termination will lead to an equitable reduction in the Charges as described in the PO or, if not so described, that reflects the reduced scope or amount of the Goods and/or Services.
- 11.4 Without prejudice to any other rights or remedies it may have and subject to clause 11.5, the Supplier, by giving written notice to the Company, may terminate this PO with effect from the date specified in the notice of termination, which date shall not fall before the expiry of the sixty (60) day period described in clause 11.5, if the Company fails to make payments (which, in aggregate, exceed two (2) months' total Charges relating to the Goods and/or Services) when due in respect of this PO except where the same is disputed by the Company.
- 11.5 The Supplier cannot terminate this PO in accordance with clause 11.4 unless the Supplier has given the Company:
- 11.5.1 written notice to the Company Sourcing Head or Sourcing Manager and the business owner responsible for the delivery of the service at the Company no later than fourteen (14) days from the due date for payment of the relevant invoice;
 - 11.5.2 sixty (60) days' written notice of the Company's failure to make such payment; and
 - 11.5.3 a further fourteen (14) days' written notice to the Company of its intention to terminate after the expiry of the sixty (60) day period.

12. Liability

- 12.1 Neither party excludes liabilities associated with the undertakings implied by section 14 of the Sale of Goods Act 1930 or section 2 (10), 2(11) and 2(12) of the Consumer Protection Act, 2019.
- 12.2 Neither party excludes or limits liability to the other party in respect of any liability for death or personal injury resulting from a party's negligence, any liability for fraud or fraudulent misrepresentation by a party or to the extent such limitation or exclusion is not permitted by Applicable Law.
- 12.3 The Supplier agrees not to exclude or limit its liability to the Company in respect of the indemnities provided under this PO.
- 12.4 Subject to clauses 12.1, 12.2 and 12.3, neither party will be liable to the other party for any indirect, consequential or special loss arising out of, or in connection with, this PO.
- 12.5 In respect of loss and damages not covered by clauses 12.1, 12.2 or 12.3, each party's entire liability to the other, whether arising in PO, tort, negligence, misrepresentation, for breach of duty or otherwise, shall be limited to the greater of two (2) times the total amount paid or payable in respect of this PO or Rupees Ten Million (Rs 10,000,000/-) in respect of each claim or series of related claims.
- 12.6 In the event that a Service Recipient suffers loss or damage due to the acts or omissions of the Supplier, in addition to any amount the Company may be able to recover for itself, the Company may recover from the Supplier an amount equal to the amount that the Company would have been able to recover had the loss or damage been suffered by the Company rather than the Service Recipient.

13. Confidentiality

- 13.1 Save as is otherwise required by law or any Regulatory Body or other regulatory authority, each party undertakes that during the Term of this PO and thereafter it will (i) use the Confidential Information solely for the purposes of fulfilling its obligations under this PO; and (ii) keep secret and will not without the prior written consent of the other party disclose to any third party any Confidential Information provided by or on behalf of the other party pursuant to or otherwise in connection with this PO.
- 13.2 To the extent that it is necessary to implement the provisions of this PO, either party may disclose Confidential Information to its employees, agents or sub-contractors as may be reasonably necessary, provided that such party shall agree in writing in advance to comply with confidentiality obligations which are equivalent to this Clause 13 to the extent permissible under Applicable Laws.
- 13.3 Clause 13.1 shall not apply to Confidential Information which (a) is or enters the public domain other than by breach of this PO, or (b) is obtained by a third party who lawfully acquired it and who is under no obligation restricting its disclosure, or (c) is independently developed without access to the Confidential Information. Neither Party will be in breach of clause 13.1 to the extent it is required to disclose the other party's Confidential Information by any judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by Applicable Law, or in the case of the Company and the Service Recipients to their potential financiers or to a stock exchange.
- 13.4 Each party shall indemnify the other party and keep the other party indemnified against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a full indemnity basis), losses and damages arising from or incurred by reason of any breach by the other party of its obligations under this clause 13.
- 13.5 The parties each agree that, unless otherwise agreed by the parties, any Confidential Information relating to the other party remains the property of the other Party or Service Recipient and its disclosure shall not confer on them any rights (including any Intellectual Property Rights) over the Confidential Information whatsoever beyond those contained in this Clause 13.
- 13.6 The parties acknowledge that each party and Service Recipient will be entitled to equitable relief against the other (in addition to any other rights available under this PO or at law) if any party breaches any of its obligations under this Clause 13.
- 13.7 The obligations of confidence under this Clause 13 shall survive the expiration or termination of this PO and continue for as long as the information remains confidential.

14. Data Protection

- 14.1 In this Clause 14, the terms "Data Fiduciary", "Data Principal", "Data Processor", "Personal Data" and "Processing or Process" shall have the meanings given to the terms under the Data Protection Laws;
- 14.2 Where the Supplier collects or obtains any Personal Data (including SPDI) on behalf of The Company or for the purposes of providing the Services under this Agreement, it shall (and shall procure that any Sub-contractor shall) ensure that it fully complies with the specific provisions of the Data Protection Laws including but not limited to: (i) notifying individuals of such collection, the purposes of such collection and Processing and making available to them a privacy policy, (ii) obtaining appropriate consents from individuals for collection and Processing of their Personal Data (including SPDI) in a form that is no less stringent than similar to the data privacy notice of The Company; (iii) providing

individuals the option to withdraw consent to Processing of their Personal Data (including SPDI); and (iv) providing individuals the option to request modification, amendment or deletion of their Personal Data (including SPDI).

- 14.3 The Supplier shall not (and shall procure that any Sub-contractor shall not) use any Personal Data (including SPDI) collected by it on behalf of The Company or for the purposes of providing the Services, or received by it from The Company for any purposes other than as permitted under this Agreement. The Supplier shall (and shall procure that any Sub-contractor shall) ensure that Personal Data (and SPDI) is shared with or transferred to such third parties who ensures at least the same level of data protection as is provided under the SPDI Rules. The Supplier shall not transfer or process Personal Data (including SPDI) outside of India or the UK, either through direct transfer or remotely (e.g. via outsourcing, as part of business continuity arrangements, cloud arrangements, offshore models etc.) without the prior written consent of The Company.
- 14.4 The Supplier shall (and shall procure that any Sub-contractor shall) immediately and no later than 3 hours of having notice, intimate The Company in the event of any Cybersecurity Incident involving Personal Data (including SPDI) and provide The Company with all relevant information available with it at that time, in relation to the Cybersecurity Incident. The Supplier shall take all requisite steps to minimize and mitigate the effects of the Cybersecurity Incident and immediately return to The Company all of the Company's information and materials, in whatsoever form, including any and all copies thereof. Further, the Supplier shall also provide The Company assistance (including further information about the Cybersecurity Incident that becomes available to it in due course), as may be reasonably requested by The Company, to mitigate such Cybersecurity Incidents and any losses arising therefrom."
- 14.5 The Supplier shall not (and shall ensure that a Third-Party Provider shall not) make a Restricted Transfer without ensuring appropriate safeguards are in place and that enforceable Data Subject rights and effective legal remedies are available for Data Subjects in accordance with the Data Protection Laws.

15. Intellectual Property

- 15.1 All information and materials provided to the Supplier by the Company are and shall remain the Company's property and the Supplier will not obtain any right, title, or interest therein.
- 15.2 All Intellectual Property Rights that belong to or are licensed to a party prior to the Effective Date, shall remain vested in, or licensed to, that party or its relevant Affiliate.
- 15.3 The Supplier will grant a perpetual, royalty-free, global, transferable, nonexclusive right to use Intellectual Property Rights necessary to receive the Goods and/or Services. Notwithstanding the foregoing, the Company will own all electronic or tangible copies of any Deliverables that are provided to the Company as part of the provision of the Goods and/or Services.
- 15.4 The Supplier acknowledges that any rights granted by the Company to use or exploit any of the Company's Intellectual Property Rights will terminate immediately upon the termination of this PO for any reason. All goodwill in respect of the Company's Intellectual Property Rights shall remain with the Company at all times.
- 15.5 The Supplier shall procure the irrevocable and unconditional waiver of all moral rights (or similar rights) in the Deliverables or Materials or otherwise arising in the performance of the Services.
- 15.6 Subject to clause 15.2, all Intellectual Property Rights created by the Supplier or on its behalf for the Company or its Affiliates (including Deliverables) will vest in the Company upon creation. The Supplier assigns these rights to the Company with full title guarantee immediately upon their creation. If a third party creates items/materials for the Supplier specifically for the Company, the Supplier will procure the assignment of all such rights. The Supplier and its Employees will execute all necessary documents and actions to effectuate clause 14.5 and this clause 15.6.
- 15.7 The Supplier warrants that the provision or receipt, licensing, sale, possession or use of the Services or any other material or items covered by this PO, will not infringe or contribute to the infringement of any third party Intellectual Property Rights and the Supplier agrees to indemnify, keep indemnified and hold the Company (and the Service Recipients) harmless from and against any claims, demands, actions, proceedings and Losses arising from any breach, or alleged breach, of this warranty ("IPR Claim")
- 15.8 Without prejudice to any other right or remedy the Company may have, if at any time an allegation of infringement of Intellectual Property Rights is made or there is likely to be such an infringement, the Supplier shall, at the Company's option, as soon as possible and at the Supplier's own expense:
- 15.8.1 replace or modify the affected Services (including any of the Deliverables) with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of Goods and/or Services; or
- 15.8.2 procure for the Company and its Service Recipients the right to continue receiving and/or using the Services provided that there is no adverse effect on (including any reduction in the scope of use of) the Goods and/or Services.
- 15.9 If the Supplier elects to modify the item(s) or to supply substitute item(s) under clause 15.8.1 or to procure a licence in accordance with clause 15.8.2 but this has not avoided or resolved the IPR Claim, the Company may return any Deliverables and any Documentation to the Supplier. Without prejudice to any other right or remedy the Company may have, if the Company does so, the Supplier shall refund all Charges paid by the Company under this PO and be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of this PO.
- 15.10 The Supplier covenants with the Company that it shall, both during and after the term of this PO, at the request of the Company, do all such further acts and execute all such documents as may from time to time be necessary to vest all Intellectual Property Rights as may be created pursuant to this PO in the Company or its nominee.
- 16. Use of the Company's Name** - The Supplier shall not, without the prior written consent of the Company, in any manner publish the fact that the Supplier has provided or contracted to provide the Company and/or Service Recipient with the Services or use the name of the Company and/or Service Recipient in the Supplier's advertising or other publication.
- 17. Company Policies and Procedures** - The Supplier agrees, represents and warrants that it shall comply with all information, security, audit, referencing and vetting and other procedures, Company Policies and requirements as updated and notified to it from time to time by the Company and/or the Service Recipients. The Supplier shall maintain its own company policies, procedures and methods of business commensurate with matters appropriate to the proper control of its business. The Company shall have the right to verify compliance with such policies at any time and the Supplier shall provide such information as the Company requires for this purpose.

18. Dispute Resolution Procedure

- 18.1 It is the intention of the Company and Supplier to resolve issues in a constructive and bona-fide way that reflects the concerns and commercial interests of each party. It is also the intention of the parties to resolve issues by the appropriate levels of authority within the Company by escalating it to higher levels of management internally and then, if necessary, in accordance with the process set out in this clause 18.
- 18.2 The parties will attempt to resolve disputes between them arising out of or relating to this PO using this dispute resolution procedure prior to the initiation of court proceedings. Nothing in this clause 18 will restrict, at any time whilst the dispute resolution procedure is in progress or before or after it is invoked, either party's freedom to seek any equitable remedy.
- 18.3 Disputes shall be referred to the following personnel of the parties in order of priority for escalation:
- 18.3.1 the Company Authorised Representative and the Supplier Authorised Representative;
 - 18.3.2 the head of function of the Company Authorised Representative and the individual holding the corresponding role for the Supplier; and
 - 18.3.3 the Company accountable executive, and the individual holding the corresponding role for the Supplier.
- 18.4 The parties will use reasonable endeavours to resolve the dispute within thirty (30) Working Days for each escalation level set out in clause 18.3 above.
- 18.5 If any Dispute arising between the Parties is not amicably settled within 30 (thirty) Working Days as set out in clause 18.3, the Dispute shall be referred to and be finally settled by arbitration. The Parties agree that the arbitration proceedings will be conducted at Hyderabad, Telangana State, by an arbitral tribunal consisting of single arbitrator, and shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties.
- 19. Insurance** - The Supplier shall take out and maintain appropriate insurance cover with a reputable insurance company against all liabilities and indemnities that may arise under this PO throughout the Term and for a period of seven (7) years thereafter and shall provide evidence of the same on request from the Company.

20. Anti-Corruption

20.1 The Supplier shall:

- 20.1.1 comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or any other equivalent applicable Anti Bribery Act ("Relevant Requirements");
- 20.1.2 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 the activity, practice or conduct was carried out in the UK or any other equivalent provisions under applicable Anti Bribery Act;
- 20.1.3 comply with the Company's Anti-bribery Policy as provided to the Supplier and updated from time to time ("Anti-Bribery Policy");
- 20.1.4 have and shall maintain in place throughout the Term its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010 or any other equivalent provisions under applicable Anti Bribery Act, to ensure compliance with the Relevant Requirements, the Anti-Bribery Policy and clause 20.1.2, and will enforce them where appropriate;
- 20.1.5 promptly report to the Company any request or demand received by the Supplier in connection with the performance of this PO to offer, promise or give any undue financial or other advantage of any kind; and
- 20.1.6 promptly notify the Company if the Supplier or any person engaged by it is prosecuted, charged or convicted of any offence under the Relevant Requirements or any violation (suspected or actual) of Anti-Bribery Policy.

20.2 The Supplier represents, warrants and undertakes that other than as disclosed in writing to the Company:

- 20.2.1 none of the Supplier, its officers or employees have been convicted of any offence under the Relevant Requirements; and
- 20.2.2 as at the date of this PO, no charges relating to bribery or corruption have been brought against the Supplier or any person engaged by it.

20.3 The Supplier shall be responsible for compliance with the provisions of these anti-bribery clauses by any person associated with the Supplier who is providing or is partly providing the Services in connection with this PO, and shall be directly liable to the Company for any breach by such persons of such provisions.

20.4 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act) or any other equivalent provisions under applicable Anti Bribery Act. For the purposes of this clause 20, any approved subcontractor of the Supplier under this PO will be deemed to be a person associated with the Supplier.

21. Force Majeure

21.1 "**Force Majeure**" shall mean an event including, but not limited to, acts of God, natural calamities, flood, earthquakes, storms, typhoons, other natural disasters, insurrections, war, or acts of terrorism, strikes, epidemics, enemy action, acts, demands, requirement of the governments or military authorities which is beyond the reasonable control of the affected party and which such party could not anticipate or mitigate by means of insurance, compliance with any applicable disaster recovery/business continuity obligations, contingency planning or any other prudent business means. An event will only be considered a Force Majeure if it is not attributable to the wilful act, neglect, default or other failure to take reasonable precautions of the affected party, its agents, employees or contractors. Industrial dispute or action or a change in Applicable Law shall not give rise to an event of Force Majeure.

21.2 No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations under this PO to the extent that this is due to a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

21.3 If a party becomes aware of Force Majeure circumstances causing or likely to cause failure or delay, they must notify the other party immediately and indicate the estimated duration of the issue.

21.4 A Supplier's failure or delay in performing obligations under this PO due to failure or delay by a contracted third party is considered Force Majeure only if the third party is hindered by Force Majeure circumstances.

- 21.5 In the event of any Force Majeure event subsisting for a period of one (1) month or more, the Company may, forthwith by notice to the Supplier, terminate this PO with immediate effect without any cost or liability whatsoever.
- 21.6 For the avoidance of doubt, the Company shall not be liable to pay any fees in respect of any activities or Services not provided due to Force Majeure.

22. Compliance with Anti-Slavery Requirements

- 22.1 In performing its obligations under this PO, the Supplier shall, and shall procure that each of its subcontractors, suppliers and other participants in its supply chain, shall comply with the Anti- Slavery Requirements from time to time in force and not engage in any activity, practice or conduct that would constitute an offence involving Modern Slavery.
- 22.2 The Supplier represents and warrants that at the date of this PO:
- (a) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving Modern Slavery; and
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or Regulatory Body regarding any offence or alleged offence of, or in connection with Modern Slavery;
 - (b) it will maintain in place throughout the term of this PO its own policies and procedures to ensure compliance with its obligations under this Clause 21 and Anti-Slavery Requirements;
 - (c) it shall implement and keep a record of due diligence procedures (including audits of its suppliers and subcontractors and any training provided) for its own suppliers, subcontractors and other participants in its supply chains, to monitor and ensure that there is no Modern Slavery in its supply chains; and
 - (d) It shall at its own cost, maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Company in connection with this PO.
- 22.3 The Supplier shall at its own cost and upon the Company's request, prepare and deliver to the Company on or before 1st October each year (or such other time as the Company may direct), the following as applicable:
- (a) the Supplier's annual Modern Slavery statement if the Supplier is required to prepare such a statement to comply with section 54 of the Modern Slavery Act 2015; or
 - (b) an annual Modern Slavery report setting out the steps it has taken to monitor and ensure that Modern Slavery is not taking place in any of its supply chains or in any part of its business.
- 22.4 The Supplier shall notify the Company in writing as soon as it becomes aware of:
- (a) any breach, or potential breach, of Clause 22.1; or
 - (b) any actual or suspected Modern Slavery in its supply chain as relevant to the PO.
- 22.5 The Company may terminate this PO with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clause 22.1.

23. MEDIA RELEASES

Supplier also agrees that there shall be no media releases, public announcements or public disclosures by the Supplier, relating to this PO including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of Supplier. Supplier agrees that disclosures required by legal, accounting or regulatory requirements shall be coordinated with and approved by the Company in writing prior to the release thereof. This change shall be effective from the date of execution of the PO.

24. General

- 24.1 The Supplier will at all times be an independent contractor and nothing in this PO shall render it and employee, worker, agent or partner of the Company. Nothing in this PO is intended to create a partnership or joint venture or legal relationship of any kind between the parties.
- 24.2 Save as expressly authorised in this PO and then only to the extent so authorised, neither party shall have any authority to act or make representations on behalf of the other or create any contractual liability to a third party on behalf of the other party.
- 24.3 Termination of this PO shall not affect any of the Parties' accrued right or liabilities or affect the coming into force or the continuation enforce of any provision which is expressly or by implication intended to come into or continue into force on or after termination.
25. **Entire Agreement** - This PO contains the entire agreement between the parties with respect to its subject matter and supersedes any previous agreement or understanding between the parties. Each of the parties acknowledges and agrees that it has not entered into this PO in reliance on any understanding, warranty, statement or representation of any person (whether a party to this PO or not) other than as expressly set out in this PO. Each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this PO by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in this PO.
26. **Remedies** - The rights and remedies of the Company (and/or Service Recipient) contained or referred to in this PO are cumulative and not exclusive of any other rights or remedies provided by law. Without limiting the foregoing, the payment of any service credits or liquidated damages (if any) is without prejudice to, and shall not limit, any rights or remedies of the Company.
27. **Notices** - Any notice to be given must be in writing and delivered personally or sent by first class post. The address for service of each party shall be the registered office of that party or as otherwise notified in writing to the party giving the notice. A notice shall be deemed to have been served:
- 27.1 if personally delivered, at the time of delivery; and
 - 27.2 if posted, two (2) Working Days after posting.
28. **Waiver** - Any failure to, delay in, or partial exercise of any rights or remedies under or in connection with this PO or at law shall not be deemed to be a waiver of any such right nor operate to bar its exercise or enforcement at any future time or times.
29. **Severability** - If any of the provisions of this PO should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this PO shall not in any way be affected or impaired by such severance and the parties shall amend this PO to add a new provision having an effect as near as legally permissible to the one found invalid, illegal and unenforceable. If any invalid, illegal or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provisions shall apply with the minimum modifications necessary to make it legal, valid or enforceable.
30. **Variations** - No variation or alteration to this PO shall be effective unless in writing and signed by the Supplier and the Company and expressly identified as a variation or alteration of this PO.

31. **Set-Off** - The Company may, without limiting its other rights or remedies, set-off any amount owing to it by the Supplier against any amount payable by the Company to the Supplier under this PO.
32. **Governing Law and Jurisdiction** - This PO and any dispute or noncontractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, the Republic of India. The parties submit to the exclusive jurisdiction of the Hyderabad courts.