

EAI ADVISORS PRIVATE LIMITED

CIN: U74999DL2020FTC373344

Registered office: Max House, Tower C, Level 3, Okhla Phase – III, New Delhi - 110020

Email: info@eaiadvisors.in

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into as of [REDACTED], (“**Effective Date**”), by and between EAI Advisors Private Limited, a company incorporated and registered under the Companies Act, 2013 and having its registered office at Max House, Tower C, Level 3, Okhla Phase – III, New Delhi - 110020, India, India, (hereinafter referred to as “**EAI**” which expression shall, unless repugnant to the context thereof mean and include successors and permitted assigns), and [REDACTED], [REDACTED] and having its registered office at [REDACTED] (hereinafter referred to as “**Service Provider**” which expression shall, unless repugnant to the context thereof mean and include successors and permitted assigns).

EAI and the Service Provider are hereinafter individually referred to as the ‘**Party**’ and collectively referred to as the ‘**Parties**’.

RECITALS

- A. **WHEREAS**, EAI is in the business of providing consulting and support to organizations in the field of public health and upliftment of economically weaker sections of the society.
- B. **WHEREAS**, the Service Provider is engaged in the business of [REDACTED].
- C. **WHEREAS**, EAI, requiring services related to [REDACTED], has agreed to avail services from the Service Provider as per the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following words and expressions (including in the recitals hereof or schedules hereto) shall, unless the context requires otherwise, have the following meanings ascribed to them:

“**Applicable Laws**” shall mean all laws (including the common law and statutory laws), rules, regulations, orders, subordinate legislation, or directions of regulators in force from time to time in India, whether made by central, or a State government or a local authority.

“**Claim**” shall mean any action, demand, claim or proceeding.

“**Confidential Information**” shall mean any information or other subject matter disclosed by one Party to the Other in connection with the Agreement, and shall include without limitation (a) trade secrets, patents, copyrights, trademarks, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, algorithms, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and other intellectual property rights therein; (b) information regarding research, development, new products, marketing, business plans, budgets and unpublished financial statements, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal operational manuals and methods of conducting business; (c) information regarding customers and potential clients, including clients lists, clients

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names, representatives, their needs or desires with respect to the types of products or services offered, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to clients and potential clients and other non-public information relating to clients and potential clients; (d) information regarding personnel, employee lists, compensation, and employee skills; (e) any other non-public information which a competitor of a Party could use to the competitive disadvantage of that Party; and (f) terms and conditions of this Agreement.

“Deliverables” shall mean anything created or supplied by the Service Provider for EAI in providing the Services as may be more specifically identified and defined in Schedule A.

“EAI Data” shall mean all data, information, text, drawings or other materials, embodied in any electronic or tangible medium that is disclosed, accessed or made available to Service Provider, or in the case of Personal Information, that is collected by Service Provider, or disclosed, accessed or made available to Service Provider.

“EAI Indemnified Party” shall have the meaning provided in Clause 8.1.

“Fees” shall have the meaning provided in Clause 3.1

“Force Majeure Event” shall mean an event which is beyond the reasonable control of a Party which directly results in the Party being unable to observe or perform on time an obligation under this Agreement, and shall include events such as fire, flood, earthquake, elements of nature or acts of God, acts of war, acts that are generally recognized as terrorism, riots, civil disorders, rebellions or revolutions and pandemic,.

“GST” shall mean goods and services tax that is applicable under the GST Law on the value of Services to be provided under the Agreement.

“GST law” includes the Central Goods and Services Tax Act, 2017, (ii) the State Goods and Services Tax Act, 2017 as notified by respective states, (iii) the Union Territory Goods and Services Tax Act, 2017, and (iv) the Integrated Goods and Services Tax Act, 2017, including rules, notifications, amendments, and circulars issued under the respective Acts.

“Intellectual Property Rights” shall mean all rights (whether created before, on or after the effective date of this Agreement and whether registered or unregistered) in respect of copyright, trademarks, patents, designs, protection of confidential information, circuit layouts, inventions, know-how, product or business concepts and any other identifiable result of intellectual endeavour, whether arising under statute or otherwise.

“Key Personnel” shall have the meaning provided in Clause 15.1.

“Loss” shall mean any cost, expense, loss, fine, penalty, damage or liability.

“Notice” shall have the meaning provided in Clause 16.1.

“Personal Information” shall mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information is capable of identifying such person. The personal information includes sensitive information, namely, financial information such as Bank account or credit card or debit card or other payment instrument details; physical, physiological and mental health condition; sexual orientation; medical records and history; biometric information; or any detail relating to the aforesaid information. Personal Information

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shall also include information that may be categorised (in the future) as ‘personal’ or ‘sensitive’ under the Privacy Laws.

“**Personnel**” shall mean the employees, partners, agents, directors and officers of the Service Provider, and of its subcontractors.

“**Pre-existing IP**” shall have the meaning provided in Clause 4.5.

“**Privacy Laws**” shall mean (i) privacy law of India, namely the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, or (ii) such other privacy legislations that may be enacted in future in connection with privacy rights of natural persons and come in force during the term of this Agreement.

“**Relevant Requirements**” shall have the meaning provided in Clause 10.1.

“**Services**” shall mean the services to be provided by Service Provider to EAII as per Schedule A of this Agreement.

“**Term**” shall have the meaning provided in Clause 12.

“**Work Product**” shall mean any material, product, document, design, drawing, file, and work of authorship created by the Service Provider while providing Services under this Agreement, or is based upon the Confidential Information of EAII.

2. APPOINTMENT & SUPPLY OF SERVICES

2.1 EAII appoints Service Provider to provide the Services on a non-exclusive basis for the Term of this Agreement.

2.2 In providing the Services, Service Provider must:

- (a) provide the services as per the specifications and standards as may be set-out by EAII;
- (b) provide the Services with due care and skill to a high professional standard and to the best of its knowledge and expertise;
- (c) act at all times in the best interest of EAII;
- (d) comply with all EAII policies and procedures that may be notified to it from time-to-time, and also ensure that its Personnel do so;
- (e) comply with any reasonable direction given by EAII in relation to the Services;
- (f) comply with all the applicable standards, awards, Applicable Laws and regulations, including any relevant requirements of government authorities, relating to provision of the Services;
- (g) provide to EAII, from time to time when requested, progress reports relating to provision of Services; and
- (h) allow any person authorized by EAII to access any place where any Services are being carried out or are intended to be carried out.

2.3 If the Services involve the creation of any specified Deliverable, Service Provider must provide the Deliverable in accordance to the requirements listed in Schedule-A.

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3. PRICES AND PAYMENT

- 3.1 In consideration of the Services provided by the Service Provider to EAI, the Service Provider shall be entitled to service fees as set out in **Schedule-B** (“Fees”). EAI’s obligation to pay the Fees is subject always to the proper delivery and performance by the Service Provider of its obligations under this Agreement having regard to the nature and extent of performance deficiency and non-compliance.
- 3.2 The Service Provider acknowledges that the Fees shall constitute full consideration for all Services, including fees, costs and expenses of any nature whatsoever, and no other payments by EAI shall be due to Service Provider for any reason except as agreed to in a written agreement signed by an authorized employee of EAI;
- 3.3 The Service Provider must submit to EAI a proper invoice in respect of the Services in accordance with the timeframes and requirements set out in **Schedule-B**. To the extent the invoice relates to a specific Deliverable or achievement of a specific milestone (as the case may be), the payment of the invoice shall not be due until that Deliverable has been accepted by EAI (or until that milestone has been achieved to EAI’s satisfaction). Acceptance of the Deliverable shall not be unreasonably withheld.
- 3.4 If EAI disputes part or all of an invoice, it must notify the Service Provider in writing within 3 days of receipt of the invoice clearly setting out the reasons for the dispute. EAI shall pay any undisputed balance of an invoice within the payment terms set out in this Agreement.
- 3.5 Except where it is expressly stated otherwise, the amount payable by EAI to the Service Provider under the Agreement is expressed as a Goods and Services Tax exclusive amount.
- 3.6 All payments made by EAI under this Agreement shall be subject to deduction of applicable taxes in India.
- 3.7 Payment of an invoice by EAI does not constitute acceptance or acknowledgment by EAI that the Services have been provided in accordance with the Service Provider’s obligations under this Agreement.
- 3.8 EAI is entitled at all times to set-off any amount owing at any time from the Service Provider to EAI against any amount payable at any time by EAI in connection with this Agreement.
- 3.9 It is agreed between the Parties that the Service Provider shall raise a credit note on EAI in the event of any adjustment to the value of the Services (either proportionate or full) including the adjustment to the Goods Services Tax and other taxes applicable on the same.
- 3.10 The Service Provider shall issue invoice on delivery of the Services and within the timelines prescribed under the GST Law. The Service Provider shall adhere to the provisions of GST Law while issuing invoices and be responsible for timely deposit of GST collected from EAI with the concerned authority, including filing of appropriate return under the GST Law. The Service Provider shall indemnify EAI for any loss caused to it due to non-compliance of GST Laws, or loss of any tax credits to EAI. In case of any loss of input tax credit to EAI on account of non-compliance of GST Law by the Service Provider, EAI shall withhold such input tax amount from any subsequent payments.

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4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 EAII shall own the Deliverables and Work Product and Intellectual Property Rights thereto. EAII may use, publish, assign or transfer the Work Product, Deliverables and Intellectual Property Rights therein as it may deem fit. The Service Provider shall have no rights whatsoever to use, copy, transfer or utilize the Work Product, Deliverables and Intellectual Property Rights thereto.
- 4.2 To the extent the Intellectual Property Rights in the Work Products and Deliverable cannot be automatically owned by EAII, the Service Provider shall assign to EAII all right, title and interest in and to all Intellectual Property Rights in the Deliverables and Work Products, effective upon receipt of all applicable fees in relation thereto. The assignment shall be irrevocable, worldwide, perpetual and without any limitation.
- 4.3 Subject to the Applicable Law, Service Provider must ensure that in relation to moral rights in works created in providing the Services, it procures from its Personnel who perform the Services, written consent for EAII and its licensees to use the works for the purpose for which the works were created and in the ordinary operation of EAII's business:
- (a) without attribution of authorship to the author; and
 - (b) bearing the name of the project or EAII.
- 4.4 The Service Provider shall assist EAII, or its designee, at any time and at EAII's expense, to secure all Intellectual Property Rights in and to all Work Product and Deliverable including, without limitation, assistance with the application and prosecution of any foreign (including India) patents, mask work or copyright registrations (including without limitation reissues, renewals, divisions, extensions, continuations or continuation in part applications thereof) in or to the Work Product and Deliverable exclusively in EA's name. The Service Provider hereby irrevocably designates and appoints EAII and its duly authorized officers and agents as the Service Provider's agent and attorney-in-fact, to act for and on the Service Provider's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance and defense of such registrations with the same legal force and effect as if executed by the Service Provider.
- 4.5 Notwithstanding the foregoing, EAII shall not own any materials that were created by the Service Provider before the Effective Date ("**Pre-existing IP**"). To the extent that any Pre-existing IPs are incorporated into the Work Product, the Service Provider hereby grants to EAII a worldwide, perpetual, irrevocable, non-exclusive, transferable, royalty-free, sublicensable right and license to use, reproduce, manufacture, distribute, translate, publicly perform, modify, publicly display, port, transmit, create derivative works of, and otherwise exploit such Pre-existing IPs in connection with such Work Product and Deliverable. The Service Provider shall not incorporate Pre-existing IP in any Work Product or Deliverable without written prior approval of EAII.
- 4.6 Notwithstanding anything contained in this Agreement, the obligations contained in Clause 4 shall survive expiry or termination of the Agreement.

5. CONFIDENTIALITY

- 5.1 Each Party must:
- (a) keep all Confidential Information of the other Party strictly confidential and not disclose it to any third party without the other Party's prior written consent;

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- (b) only disclose Confidential Information of the other party to its Personnel who need to know for the purposes of providing the Services and who have expressly agreed to keep that information confidential; and
- (c) on request by the other Party, immediately return to the other Party or permanently delete or destroy, as the other Party directs, all copies or records of the other party's Confidential Information.

5.2 The confidentiality obligations in **clause 5.1** do not apply to information:

- (a) that is or becomes legally in the public domain at the time of disclosure without a breach of clause 5.1.
- (b) that is legally obtained by a party from a third party wholly independently of this Agreement.
- (c) required to be disclosed by a Party by Applicable Law.

5.3 The obligations contained in Clause 5 shall survive expiry or termination of the Agreement and shall continue to be in force for the period of 5 (five) years from the date of termination of this Agreement. Notwithstanding anything to the aforesaid, the obligation of the Service Provider to maintain the confidentiality shall survive without any limitation to time in respect of the Confidential Information which in the nature of Personal Information, trade secret, or proprietary information of EAII.

6. PRIVACY AND DATA SECURITY

6.1 Service Provider shall comply with Privacy Laws where applicable in the performance of its obligations under this Agreement.

6.2 Without limiting its obligations under **clause 6.1**, Service Provider must:

- (a) use Personal Information only as necessary to fulfil its obligations under this agreement;
- (b) only collect, access, use, store, disclose or otherwise deal with Personal Information as directed by EAII (other than where such direction would cause the Service Provider to be in breach of an applicable Privacy Law and the Applicable Law);
- (c) not disclose Personal Information except:
 - (i) to its Personnel to the extent necessary for fulfilling the Service Provider's obligations under this Agreement;
 - (ii) as required by Applicable Law or Privacy Law, subject that the Service Provider shall provide a notice to EAII promptly when it becomes aware that such a disclosure may be required; or
 - (iii) with the express prior written consent of EAII;
- (d) ensure that any person, including Personnel, to whom Personal Information is disclosed under this Agreement does not do or omit to do anything which, if done or omitted to be done by the Service Provider, would constitute a breach of this **clause 6** (Privacy);

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- (e) not do any act, engage in any practice, or omit to do any act or engage in any practice that would cause EAII to breach or be taken to breach a Privacy Law; and
 - (f) take all reasonable steps to ensure that Personal Information is protected against misuse, interference and loss, and from unauthorised access, modification or disclosure, including undertaking any Personnel training as may be required.
- 6.3 With respect to any EAII Data received or handled in connection with this Agreement, the Service Provider must:
- (a) implement and maintain administrative, organisational, physical and technical safeguards to prevent unauthorized access to EAII Data and to protect all EAII Data held or processed by the Service Provider to a standard which is equal to, or better than, generally accepted international industry practices. Provided however, the Service Provider shall implement and maintain technical standards as prescribed under the Privacy Law if EAII Data shall involve any Personal Information;
 - (b) limit access to EAII Data to the Service Provider's personnel who need to access the information for the purpose of providing the services to EAII;
 - (c) physically secure all business premises, data centres, files, servers, computers and back-up equipment, including by using locks, pass cards/swipe cards and alarms;
 - (d) implement and maintain authentication and password controls for access including desktop access, laptop access and remote access to networks and servers;
 - (e) implement and maintain up to date and appropriate firewalls, anti-virus, data loss protection and intrusion detection software;
 - (f) implement and maintain log in and activity monitoring and recording;
 - (g) provide data security training to the Service Provider's personnel;
 - (h) within 15 days of the expiry or termination of this Agreement, return or, if approved by EAII in writing, destroy, all EAII Data; and
 - (i) allow EAII (or its nominated third party) to perform (as reasonably requested) an assessment of Service Provider's compliance with its obligations under this clause 6. Service Provider shall cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports EAII Data in connection with this Agreement.

7. WARRANTIES AND REPRESENTATIONS

- 7.1 Each Party represents and warrants to the other Party that: (a) it is validly existing and in good standing under the Applicable Laws; (b) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; and (c) the execution, delivery and performance of this Agreement (i) has been duly authorized, (ii) shall not violate any judgment, order or decree, and (iii) shall not conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.

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- 7.2 The Service Provider represents, covenants and warrants to EAI that: (a) the Services shall conform to the specifications and standards in the Agreement; (b) the Services, Deliverable and Work Product shall not infringe any intellectual property or other proprietary right of any third party; (c) the Work Product and Deliverable shall be free and clear from any and all encumbrances whatsoever; (d) all Services shall be performed in a timely and professional manner consistent with the best-industry practices as may have been performed by a reputable, first-rate service providers who regularly perform services similar to the Services; (e) it is authorized or qualified to do business and provide the Services herein; (f) it has obtained all applicable permits and licenses required in connection with its obligations under this Agreement and shall continue to comply with the Applicable Law throughout the term of the Agreement; and (g) there is no claim, litigation, proceeding, arbitrated matter, investigation or other material dispute to which it is a party which, if decided unfavorably, would reasonably be expected to have a material adverse effect on its ability to fulfill its respective obligations under this Agreement.

8. INDEMNITY & LIABILITY

- 8.1 Service Provider shall indemnify EAI, its shareholders, directors, employees, contractors, customers, successors and assignees (each a “**EAI Indemnified Party**”) in relation to any costs, damages, Losses, Claims liabilities or expenses (including all reasonable legal expenses) that may be suffered or incurred by any EAI Indemnified Party as a result directly of any:
- (a) damage to or loss of property caused or contributed to by the Service Provider or its Personnel;
 - (b) any third party claim arising out of injury to or death of any person caused or contributed to by the Service Provider;
 - (c) breach of Clause 4 (Intellectual Property) or Clause 5 (Confidentiality); or Clause 6 (Privacy and Data Security) by the Service Provider; and
 - (d) alleged breach of any warranty or representation provided by the Service Provider under this Agreement.
- 8.2 Neither Party shall be liable in any circumstances for any indirect, special, economic or consequential loss or damage suffered by the other Party or any other entity including without limitation loss of income, profits, business, goodwill, or loss of anticipated savings.
- 8.3 The exclusions or limitations of liability in clauses 8.2 do not apply to Loss, Claims or other liability arising from or in relation to fraud, deliberate breach of this Agreement, or a breach of clause 5 or Clause 6 of this Agreement.
- 8.4 To the extent included in **Schedule-A** or **Schedule-B**, the Service Provider shall be liable to pay to EAI as liquidated damages (and not as a penalty) such amounts as may accrue due to delays, performance shortfalls, or such other criteria or circumstances as may be mutually agreed by the Parties and set forth in **Schedule-A** or **Schedule-B**. If applicable, EAI may deduct liquidated damages owed to EAI by the Service Provider from payments due to the Service Provider. For the avoidance of doubt, the remedies available under this Clause 8.4 shall not release the Service Provider from any of its responsibilities or obligations under this Agreement.

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9. SUBCONTRACTORS

- 9.1 The Service Provider shall not subcontract the Services without the prior written approval of EAII. EAII may at any time withdraw its consent to the continued use of a subcontractor if EAII determines that the subcontractor is, or will be, unable to effectively perform its responsibilities or if the subcontractor is in material breach of the Agreement and the Service Provider shall promptly terminate its use of such subcontractor for the provision of any of the Services.
- 9.2 No subcontracting shall release the Service Provider from its responsibility for its obligations under this Agreement. The Service Provider shall be responsible for all payments to its subcontractors.
- 9.3 To the extent subcontracting is approved by EAII:
- (a) the Service Provider shall ensure that any subcontractor that provides any part of the Services under this Agreement shall: (i) not be listed (nor shall any of its officers, directors, or employees be listed) on any applicable sanctions or debarment lists (including without limitation the sanction program maintained by the US Treasury OFAC office), and (ii) comply with all material terms and conditions of this Agreement (or substantially similar requirements); and.
 - (b) any agreement between the Service Provider and its subcontractors shall include provisions substantially similar to those in this Agreement with respect to intellectual property rights, audit rights, confidentiality, anti-bribery and corruption, service provider expectations, warranties and any other material terms and conditions affecting or relating to the subcontractors' provision of Services.
- 9.4 The Service Provider shall not disclose any Confidential Information of EAII to any subcontractor until such subcontractor has executed a non-disclosure agreement in a form that is at least as protective of confidential information as this Agreement.

10. ANTI-BRIBERY AND CORRUPTION

- 10.1 Service Provider shall comply with all Applicable Laws, statutes, regulations and codes that are applicable to the performance of the Services, including without limitation any such laws, statutes, regulations or codes relating to anti-bribery and improper payments including but not limited to the Prevention of Corruption Act, 1988 (India), and the Foreign Corrupt Practices Act 1977 (United States) (the “**Relevant Requirements**”). The Service Provider shall not take any actions that might cause EAII to be in violation of any of such Applicable Laws or Relevant Requirements.
- 10.2 Without prejudice to the foregoing, the Service Provider shall:
- (a) have and maintain in place throughout the Term of this Agreement its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and shall enforce them where appropriate;
 - (b) procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all Personnel and persons performing services in connection with this Agreement on behalf of Service Provider or under its supervision or control (including without limitation any subcontractors); and

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- (c) immediately notify EAII if it becomes aware of any suspected breach of this Clause 10 and take all reasonable steps to remedy any non-compliance.
- 10.3 Without limiting any other rights or obligations in this Agreement, during the Term and for a period of two years thereafter:
- (a) EAII may, at its expense, audit the books and records of the Service Provider relating to activities undertaken in connection with this Agreement, including all charges made by the Service Provider pursuant to this Agreement and payments made or benefits conferred (whether in kind or in cash) by the Service Provider for or on behalf of EAII in the performance of or otherwise in relation to this Agreement, and
 - (b) the Service Provider shall cooperate honestly, fully and confidentially in any investigations, on-the-spot checks, or similar inquiries or assessments of concerns or allegations related to the Service Provider's obligations under this Clause 10 and/or the Relevant Requirements, including without limitation by providing EAII staff (or its representatives) full access on reasonable notice to any sites where the Services are being or have been provided.
- 10.4 Without limiting any other rights of EAII at law or under this Agreement (including any other rights of termination or in relation to a breach of this Agreement), if EAII determines that the Service Provider is in breach of or has breached the Service Provider's obligation under clause 10, EAII may immediately terminate this Agreement by notice to the Service Provider.
- 10.5 Any Claims for payment by the Service Provider in relation to the subject matter of any breach referred to in Clause 10 shall be automatically terminated and cancelled.

11. SERVICE PROVIDER EXPECTATIONS

- 11.1 EAII supports and contributes to maintaining a professional working environment, which is free from all forms of harassment and discrimination, and expects the same from vendors. Service Provider shall not engage in any conduct that fails to respect the dignity of its Personnel or subcontractors, and agrees to comply with the provisions of all Applicable Laws and regulations relating to anti-harassment, equal employment opportunity, non-discrimination, child labor and abuse, and human trafficking laws, that are applicable to its performance of its obligations hereunder.
- 11.2 The Service Provider shall not employ child labour. Where Service Provider must interact with children in the course of delivering Services, Service Provider is committed to safeguarding children from abuse and exploitation and must not take any action or refrain from acting in a way that would put a child at risk of potential child abuse.
- 11.3 The Service Provider shall always: (a) ask permission from children (or their parents/guardian for young children) before taking images (e.g., photograph, video) of them, (b) respect their decision to say no to having an image taken, (c) ensure that any images taken of children are respectful (e.g., children should be appropriately clothed and images taken should not be sexually suggestive or in any way impact negatively on their dignity or privacy), and (d) ensure that stories and images of children should be based on the child's best interest.
- 11.4 The Service Provider shall ensure that there is no human trafficking associated with its programs or operations, including without limitation any activities related to this Agreement.
- 11.5 The Service Provider shall:

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- (a) immediately notify EAI (and/or law enforcement or other governmental authorities) if it becomes aware of any suspected breach of this Clause 11 and take all reasonable steps to remedy any non-compliance; and
- (b) during the Term and for a period of two years thereafter, cooperate honestly, fully and confidentially in any investigation of concerns or allegations related to the Service Provider's obligations under this Clause 11, including without limitation by providing EAI staff (or its representatives) full access on reasonable notice to any sites where the Services are being or have been provided.

11.6 Without limiting any other rights of EAI at law or under this Agreement (including any other rights of termination or in relation to a breach of this Agreement), if EAI determines that the Service Provider is in breach of or has breached the Service Provider's obligation under clause 11, EAI may immediately terminate this Agreement by notice to the Service Provider.

12. TERM AND TERMINATION

12.1 The Agreement shall commence from the Effective Date and shall remain in force for [REDACTED] from the Effective Date ("Term"). The Agreement may be further extended for such period and on such terms and conditions as may be mutually agreed by the Parties.

12.2 Either Party may terminate this Agreement immediately by written notice to the other Party if:

- (a) the other Party breaches this Agreement, and does not remedy this breach within 14 days of being notified in writing of the breach; or
- (b) commits a non-rectifiable breach, including breach of Clause 4 (Intellectual Property) or Clause 5 (Confidentiality); Clause 6 (Privacy and Data Security), Clause 10 (Anti Bribery and Corruption), or Clause 11 (Service Provider Expectations); or
- (c) the other Party assigns any of its property for the benefit of its creditors, enters into or threatens to enter into bankruptcy, receivership, voluntary administration, liquidation or any other type of insolvency regime or if the other Party substantially ceases to conduct the part or parts of its business involved in performing the Services.

12.3 In addition to clause 12.2, EAI may terminate this Agreement for convenience, on no less than 30 days written notice to the Service Provider; provided that EAI may (at its sole discretion) require the Service Provider to continue to provide the Services for such additional period as may be included in the termination notification under this clause 12.3.

12.4 Upon termination or expiration of this Agreement:

- (a) Service Provider shall provide to Evidence Action all incomplete work in progress that was intended to be delivered as part of the Services, and all rights to any materials developed or provided hereunder shall belong to EAI in accordance with this Agreement;
- (b) Service Provider shall promptly deliver to EAI (i) all records, notes, and data of any nature that are in Service Provider's possession or under its control and that are EAI's property or relate to EAI's business (including, consistent with Clause 6.3, any EAI Data), and (ii) any equipment and supplies that are in the Service Provider's possession or under its control and that are EAI's property; and

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(c) Service Provider, at no cost to EAII, shall ensure that any Confidential Information is collected and returned to EAII or destroyed within 48 hours (and if destroyed, the Service Provider shall provide written certification of that destruction within 48 hours);

12.5 From the date of termination or expiration of this Agreement, EAII shall have no liability to pay Service Provider for any amounts other than such payments as are due under the Agreement for those Services properly performed by Service Provider in accordance with this Agreement prior to the date of termination (or expiration).

12.6 Termination under this clause shall be without prejudice to any other rights or remedies to which either Party may be entitled.

13. NON SOLICITATION

13.1 During the Term, and for a period of one year thereafter, neither Party shall (a) interfere with the business relationships between the other Party and any of its customers, suppliers or others with whom they have business relationships; and (b) solicit the employment of, employ, or contract with (with the exception of any general solicitation of employment through any general advertising medium in the ordinary course of business for employment as an employee or consultant), any of the other Party's current or former personnel with whom that Party had contact under this Agreement, either individually or through another party or employee.

14. DISPUTE RESOLUTION

14.1 Subject to clause 14.3, neither Party may commence nor initiate any court proceedings arising out of this Agreement until that Party first sends a notice to the other Party (a 'Notice') setting out a full description of the dispute (including a chronology of events). Once a Notice has been served under this clause, a General Manager or Director of each Party (or his or her nominee or delegate) must attempt to resolve the Dispute in good faith.

14.2 If the Dispute is not resolved within 10 days of the Notice, or any longer time the Parties may agree in writing, either Party may commence or initiate legal proceedings. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by competent courts in New Delhi, India. However, if legal proceedings are initiated, the Parties nevertheless agree to act in good faith to endeavour to resolve the Dispute using external informal dispute resolution techniques, such as mediation.

14.3 Clauses 14.1 and 14.2 do not apply where a Party seeks urgent court intervention (injunctive relief) or terminates this Agreement lawfully in accordance with its terms.

15. KEY PERSONNEL

15.1 Key personnel for each Party shall be identified and set forth in Schedule-A (in each case, "**Key Personnel**"). Without limiting clauses 15.2 and 15.3, all Service Provider Key Personnel shall be subject to EAII's prior written approval (which shall not be unreasonably denied).

15.2 Except as EAII may otherwise agree, no changes shall be made to the Service Provider Key Personnel. If, for any reason beyond the reasonable control of the Service Provider it becomes necessary to replace any Service Provider Key Personnel, or if the Service Provider determines that the Service Provider Key Personnel is unable to perform part or all the Services under this

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Agreement, the Service Provider shall promptly notify EAII in writing and nominate a replacement with equivalent or better qualifications and experience for EAII's approval (which shall not be unreasonably withheld); provided, however, that if the Service Provider cannot identify an acceptable replacement within thirty (30) days of the departure of the original Service Provider Key Personnel, EAII shall have the right to terminate this Agreement as provided in Clause 12 above.

- 15.3 If EAII has reasonable cause to be dissatisfied with the performance of any Service Provider Key Personnel, then Service Provider shall, at EAII's written request specifying the grounds therefore, remove such Key Personnel and propose a replacement with equivalent or better qualifications and experience for EAII's approval (which shall not be unreasonably withheld). If the Service Provider cannot identify an acceptable replacement within thirty (30) days of the removal of the original Service Provider Key Personnel, EAII shall have the right to terminate this Agreement as provided in Clause 12 above.

16. NOTICE

- 16.1 All notices and other communications (collectively "**Notices**") required or permitted under this Agreement shall be in writing and shall be given to each Party at its address set forth in this Clause 16.3 or at such other address as may be specified by the Party in writing from time to time for the purpose of this Agreement.
- 16.2 All Notices shall be delivered personally or by electronic mail, registered post, or a nationally recognized overnight courier service. Notices shall be deemed to be given (a) when transmitted if sent by electronic mail (provided the transmittal is confirmed), or (b) upon receipt by the intended recipient if given by any other means.
- 16.3 Notices shall be sent to the following addresses:

To EAII at

Name of the concerned person: Ms. Anju Raheja

Address: Max House, Tower C, Level 3, Okhla Phase – III, New Delhi - 110020

Email: anju.raheja@eaiiadvisors.in

To Service Provider at

Name:

Address:

Email:

17. GENERAL

- 17.1 **Relationship:** The relationship between the Parties is independent contractors. Nothing in this Agreement gives rise to any relationship of agency, partnership, joint venture or employer and employee. The Service Provider shall not bind EAII to any arrangement unless EAII expressly authorises Service Provider in writing to do so.
- 17.2 **Subcontract & Assignment:** Service Provider shall not subcontract the provision of any of the Services or assign or novate the Agreement without the prior written consent of EAII. EAII may assign, or novate its rights and obligations under this Agreement to any third party on giving the Service Provider written notice.

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- 17.3 **Force Majeure:** Neither party shall be in breach of this Agreement and shall not be liable to the other or any third person for delay or failure to perform an obligation due to a Force Majeure Event. The parties agree that a party affected by a Force Majeure Event shall be granted a reasonable extension of time to perform the obligation and if the delay or failure exceeds **15** days, either may immediately terminate this Agreement by giving written notice to the other Party.
- 17.4 **Public Statement:** Service Provider may not make or authorise a public statement relating to this Agreement or the Services unless EAII has given its prior written consent.
- 17.5 **Invalid terms:** If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, that provision shall be deleted and the remaining provisions of the Agreement shall remain in full force.
- 17.6 **Survival:** Any obligations in this Agreement which by their nature are continuing, shall survive termination or expiration of this Agreement. This will include clauses 4, 5, 6, 7, 8, 10, 11, 13, 15, and 16.
- 17.7 **Waiver:** The failure of a Party to require performance of any obligation under this Agreement is not a waiver of that Party's right under this Agreement. A waiver of any right, power, privilege or remedy provided by this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor.
- 17.8 **Governing Law:** This Agreement will be governed by and construed according to the law of India.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, and all counterparts taken together constitute one document.
- 17.10 **Exclusion:** By signing this Agreement or confirming acceptance of this Agreement, the Service Provider accepts the Agreement which apply to the exclusion of all other terms, including without limitation any terms and conditions, quotations, or other legal terms sent by the Service Provider to EAII.
- 17.11 If you have any grievance(s) regarding procurement process, contractor / vendor / supplier may seek relief by sending an email at grievances@eaiiadvisors.in.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

Agreed and accepted by
EAII Advisors Private Limited

Agreed and accepted by



Name:
Designation:
Date:

Name:
Designation:
Date:

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SCHEDULE A – SCOPE OF SERVICES AND DELIVERABLES

1. **Location of Services:** [_____]

2. **Service and Scope:** As per following SOW;

2.1 Description of the Service to be provided:

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SCHEDULE B – FEES AND PAYMENT

1. Service Fee (total contract value)

The total Fees for the Services is [_____], inclusive of all government taxes as applicable.

This is a fixed price contract and cost overrun will be solely borne by the Service Provider. However, if there is a change in the scope of work, then a separate modification will be issued to this Agreement.

All payments will be subject to taxes to be deducted at source according to the applicable laws.

2. Payment Terms

INVOICING & SCHEDULE OF PAYMENTS: The Service Provider shall raise invoices on EAII on the basis of achievement of agreed milestones to the satisfaction of EAII as specified in the table here below and elsewhere in this Agreement. All deliverables are subject to approval from EAII. The Schedule of Payments for the specific activities and deliverables conducted under this Agreement shall be as follows-

The payments shall be made only for the acceptable deliverables and it will be made through Cheque/DD or electronically through the National Electronic Funds Transfer (NEFT) mechanism of RBI. EAII prefers to make payments through the NEFT to the details of the Bank account provided by the Service Provider as mentioned below:

Bank Details:

Agency Name	
Beneficiary name	
Beneficiary address	
Beneficiary Telephone No.	
Beneficiary Account Number in their Bank	
Beneficiary Bank Name	
Beneficiary Bank Address	
RTGS/NEFT/IFSC Code	
MICR Code	

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Annexure C

CONSENT: FOR VENDOR/CONTRACTOR AGREEMENTS

CONSENT FOR COLLECTION AND PROCESSING OF PERSONAL DATA

_____, having its registered office at _____ ("Vendor"), hereby acknowledges that it has received and reviewed the "Notice for Collection and Processing of Personal Data" dated [Date] issued by EAI Advisors Private Limited ("Company") under the Digital Personal Data Protection Act, 2023.

1. Consent by Vendor Entity:

The Vendor hereby provides its **free, specific, informed, and unambiguous consent** to the Company to collect, process, store, and use the personal data of its authorized representatives, signatories, and key personnel for the following purposes:

- ☐ Vendor onboarding, registration, and due diligence
- ☐ Contract management and performance monitoring
- ☐ Payment processing and financial reconciliation
- ☐ GST, income tax, and other statutory compliance
- ☐ Vendor performance evaluation and periodic assessments
- ☐ Communication regarding services, contracts, and business matters
- ☐ Audit and regulatory compliance
- ☐ Sharing with government authorities, banks, and auditors as required

2. Personal Data Covered:

The consent covers the following personal data:

- Details of authorized signatories, directors, partners, or proprietors (name, contact details, identification documents)
- Banking and financial information
- Tax registration details (PAN, GST, TAN)
- Business registration documents
- Performance and service delivery records

3. Consent by Authorized Representatives:

Each authorized representative, director, partner, proprietor, or key personnel of the Vendor whose personal data is provided to the Company hereby consents to the collection, processing, and use of their personal data for the purposes stated above.

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Individual Consent of Authorized Representatives:

I, _____, Proprietor, an authorized representative of _____, hereby provide my consent for the Company to collect and process my personal data for the purposes specified in the Notice and this Consent Clause.

Name: _____: Proprietor Signature: _____ Date: _____

4. Acknowledgments:

The Vendor and its authorized representatives acknowledge that:

1. They have the right to withdraw consent by providing written notice to the Company.
2. Withdrawal of consent may affect the Company's ability to continue the business relationship or process payments.
3. The Company will retain data for the periods specified in the Notice and as required by law.
4. They can exercise rights under the DPDP Act by contacting the Data Protection Officer.

Withdrawal Process: Consent can be withdrawn by sending a written request to [email address] or contacting the Data Protection Officer at [contact details].

For and on behalf of [Vendor Name]:

Authorized Signatory Name:

Designation: Proprietor

Signature: _____

Company Seal:

Date: _____

Place: _____