

NAYARA ENERGY LIMITED

KHAMBHALIA POST, POST BOX NO. 24, DIST. DEVBHUMI
DWARKA, 361305 - INDIA



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PO Number : 4300029991 PO Created Date :18-JUL-2025 PO Release Date.:21.JUL.2025	WORK ORDER	Our RFQ No. : Our Ref :Animesh D Dated : Your Offer No. : Dated :
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Vendor Code - 107518 Vendor Name & Address : CONNECTIVITY IT SOLUTIONS PVT LTD 1stFloor,1877,Gangothri, 31stCross Kaveri Nagar, Banashankari Stage 2 Bengaluru,Karnataka-560070 India Tel. No. 08431773907 , Fax. No. E-Mail.: varun.r@cosol.in GSTIN NO: 29AAGCC1283L1ZC Kind Attn.: Varun R Mobile No. - Vendor Code - 107518 Invoicing Party Address : CONNECTIVITY IT SOLUTIONS PVT LTD 1stFloor,1877,Gangothri, 31stCross Road Kaveri Nagar, Banashankari Stage 2 Bengaluru Region : Karnataka, Postal Code : 560070 Country : India Tel. No. 08431773907, Fax. No. E-Mail: varun.r@cosol.in GSTIN NO29AAGCC1283L1ZC Kind Attn.: Varun R Mobile No. -	Our GST Reg. No: GSTIN NO : 27AAACE0890P2Z8 PAN NO : AAACE0890P
	Address for Communication : NAYARA ENERGY LIMITED -
	Contact Person for this PO : Buyer for this job: Animesh Degaonkar Email ID: animesh.degaonkar@nayaraenergy.com Mobile : Lead for this job: Email ID: Tel. NO.:

Period From 23-JUL-2025 To 22-JUL-2026

Currency: Indian Rupee

Please arrange to perform the following services subject to your reference offer and mutually agreed terms and conditions mentioned below.

PROCUREMENT OF NU WEBEX MEETINGS A-FLEX-NUM-MC LICENSE.

SR No.	Service/Mat Code Description	Unit	Quantity	Unit Rate	Amount
00010	NU Webex Meetings A-FLEX-NUM-MC				132,970.08
The above item includes of following services:					

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SR No.	Service/Mat Code Description	Unit	Quantity	Unit Rate	Amount
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10	805241 Description: SOFTWARE	MON	12.000	11,080.84	132,970.08
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Software Maintanance Support Service

ADD: Taxes: IN:IGST-ND New - 18.00 - % - 23934.61 . = **23,934.61**

Completion Date:: 31.07.2025

Total Amount :	132,970.08
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Price Basis: FOR(Free on Road) Nayara Energy

ADD: Taxes and Other Charges:

TAXES AND DUTIES	23,934.61
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Grand Total Order Value (Inclusive of Taxes,Duties and Other Charges)	156,904.69
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Amount in Words:(ONE HUNDRED FIFTY-SIX THOUSAND NINE HUNDRED FOUR and SIXTY-NINE Indian Rupee Only)

BILL TO PARTY

Nayara Energy Limited Head Office
Godrej BKC, "Unit No.501", 5th Floor,
Mumbai
Maharashtra - 400051
INDIA
Tel No.: 02833-661444
GSTIN NO 27AAACE0890P2Z8

TERMS AND CONDITIONS:

Service Period: 1 yearNo of licenses: 10 No

PLACE OF WORK:

PAYMENT TERMS:

100% Payment within 30 Days from Invoice Date
Payment within 30 days from date of Invoice
Invoicing: Monthly arrears

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SPECIAL TERMS AND CONDITION:

SPECIAL CONDITIONS OF CONTRACT - SERVICES

This Special Conditions to the Contract is entered into between:

NAYARA ENERGY LIMITED a Company incorporated under the Companies Act, 1956 having its registered office at #

Refinery Site, 39 KM, Jamnagar - Okha Highway,
Dist. Devbhumi Dwarka,
Vadinar - 361305.
Gujarat State - India.

herein called as "Nayara Energy"/"Company"

And

M/s. NTT INDIA PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its registered office at

(NTT INDIA PRIVATE LIMITED
4thFloor, UNIT NO. FOF B 08 TO 10 AND 10A
Art Guild House PHOENIX MARKET CITY
LBS MARG, KURLA WEST
400070 Mumbai.)

herein called as "Service Provider"/"Vendor"

The following are the Special Conditions (SCC) applicable to this contract which shall be read in conjunction with the General Conditions of Contract (GCC), scope, Specifications, drawings and/or any other document forming part of this contract. In respect of terms & conditions, not explicitly provided in this Special Terms & Conditions, provisions of General Conditions of contract are applicable. In case of any conflict or inconsistency between SCC & GCC the terms of SCC shall prevail.

Service Provider shall return the copy of this Contract duly accepted without any deviations for further processing at our end. Failure to return this work order doesn't diminish the Service Provider's responsibility of executing the services required as per this order.

The Effective date of this Work Order / Purchase Order shall commence from the date of issuance of this Work Order/Purchase Order.

1.0. Engineer in Charge/ Nayara Representative & Invoicing instructions:

The Company has appointed Mr. Rahul Mandlik as Engineer-in-Charge (EIC)/ Nayara Representative for execution of the work involved herein. The Company reserves its right to change/appoint any other person as Engineer -in-Charge/Nayara Representative as may be required from time to time for timely completion of the work, with due intimation to the Service Provider. Engineer-In-charge/ Nayara Representative will be responsible for the overall supervision of all the activities.

1.1. Invoicing instructions:

1.1.1 Tax invoice shall be raised on NAYARA ENERGY LIMITED, as per the address given below for the supply of Services. The original copy (1st copy) to be marked as "Original for Recipient" and the same shall be submitted to the following address.

NAYARA ENERGY LIMITED

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5th Floor, Godrej BKC, Plot No. C-68, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, Maharashtra, India

Our GSTIN No.

Name of Engineer-in-charge/ Nayara Representative: Rahul Mandlik
Email ID: Rahul.Mandlik@nayaraenergy.com
Contact No.: + 91 9819731805

Invoice to be couriered to:
Name: Central Mail Room
Address:
Contact No.:

For Payment status mark email to Support, P2P - Nayara Energy p2p@nayaraenergy.com

Kindly Send Digitally signed invoices to Central Mail Room Vadinar - Nayara Energy
Centralmailroomvadinar@nayaraenergy.com

The Vendor shall have valid Digital Signature Certificate (DSC) issued from Licensed Certifying Authorities operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) in India. The details of the License CA#s are available on www.cca.gov.in wherein the details have been mentioned.

1.1.2 The Tax Invoice should be issued in accordance with the provisions of GST law comprising CGST Act, SGST/UTGST Act, IGST Act and Rules and regulations made thereunder and shall contain the following details. The Tax invoice should be issued separately for each category of service.

1. Name, address and GSTIN of the Service Provider.
2. Tax Invoice No. (unique for a financial year) and Date of Issue
3. Name, address and GSTIN of the Recipient
4. Description of Services and Accounting Code of Services
5. Unit, Rate and total value of supply of Services
6. Taxable value of supply of services, taking to account discount or abatement, if any
7. Period of Service.
8. Rate of Tax and amount of Tax (CGST, SGST/UTGST, IGST)
9. Place of Supply and name of State, in case of inter-State supply
10. Whether the tax is payable on reverse charge basis.
11. Signature or digital signature of the authorized signatory

1.1.3 The tax invoice should also contain the details of our work order number/contract reference together with the specified work completed, for the supply of services.

1.1.4 In case of MSME Service Provider, status of MSME (Micro & small enterprises or Medium enterprises) should be mentioned in Invoice clearly.

1.1.5 The billing period applicable for Running A/C bill in respect of this contract is every calendar month. Service Provider shall raise their invoices within 30 days from the completion of Job.

1.1.6 While submitting the bill, with regard to the previous month, the Service Provider must furnish a certificate duly signed by him that all the payments to the personnel engaged by the Service Provider for duties in connection with this agreement have been made and all statutory dues, including PF contribution, to be deposited with the statutory authorities have been deposited. The company reserves the right to call for and verify the records of the Service Provider in this regard

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to satisfy itself that the statutory provisions have been complied with. Notwithstanding this, the Service Provider agrees that the primary responsibility of for compliance with all statutory provisions rests with the Service Provider

1.2 Goods and Services Tax (GST):

1.2.1 To facilitate NAYARA ENERGY LIMITED to avail Input Tax Credit of the GST, the Service Provider should provide the valid tax invoice and this tax invoice details shall be uploaded into the GSTN portal. The Service Provider shall file the prescribed returns within the due date and the Service Provider should also pay the GST charged on the tax invoice to the Government of India on or before the due date.

1.2.2 In case, Input Tax Credit of the GST charged on the tax invoice is disallowed to NAYARA ENERGY LIMITED, due to any non-compliance of any provisions under GST by the Service Provider, the GST amount paid to the Service Provider as per the tax invoice will be recovered or adjusted from the subsequent payment, from the Service Provider along with interest, penalty and administrative cost incurred if any by NAYARA ENERGY LIMITED.

1.2.3 GST implementation may trigger various tax savings to the Service Provider on account of reduction of tax rate, increased tax credit, subsuming of existing indirect taxes. The Service Provider to take all appropriate steps and ensure that all benefits accruing on account of GST implementation are properly availed and subsequently passed on to NAYARA ENERGY LIMITED in accordance with Section 171 of CGST/SGST Act.

1.2.4 Each payment to be made under this Purchase Order and the Service Request shall be subject to deduction, withholding or set-off of Tax, under any applicable Laws. If the Company is required by law to make a deduction or withholding tax from such payment, the Company shall furnish appropriate documentation in this behalf to Service Provider so as to enable Service Provider to claim Tax credits in this behalf, if any.

2.0. General

2.01 The work shall be performed in accordance with the scope.

2.02 Service Provider shall make himself fully conversant with the locations and the type of job to be carried out therein so that he clearly understands the scope of work and assess the requirement of resources required to complete the work in scheduled time. He shall contact the respective Engineer-in-charge/ Nayara Representative for this purpose.

2.03 The Service Provider shall work as per instructions & priorities given by Engineer-in-Charge/ Nayara Representative, which will be carried out as per the schedule given by EIC.

2.04 Execution of job includes execution of all preceding and connected jobs.

2.05 If required, the Service Provider would enter into secrecy agreement with COMPANY with respect to all drawings, design documents/information that they may come across during course of execution of the job.

2.06 The Service Provider should comply with all applicable laws including labour laws, regulations, ordinances , statute etc of the state/province pertaining to the work.

3.0 Mode of measurement

Measurement of work will be made on Unit of Measurement mentioned in the Schedule of Rates and as per specification provided for the job by EIC.

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4.0 Scope of Work

4.1 The scope of work includes, procurement of NU Webex Meetings A-FLEX-NUM-MC license

4.2 POST ORDER COORDINATION / COMMUNICATION (Commercial & Technical):

Commercial Point of Contact:

The Buyer for this job is

Name: Animesh Degaonkar

Contact No.: 7506692693

E-mail ID: Animesh.degaonkar@nayaraenergy.com

Technical Point of Contact:

Service Provider shall send all technical related correspondence at the following address:-

NAYARA ENERGY LIMITED,

5th Floor, Godrej BKC, Plot No. C-68, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, Maharashtra, India

Attention: Rahul Mandlik

E-Mail: Rahul.Mandlik@nayaraenergy.com

5.01 All other jobs covered in the tender document / scope of work. Lodging, boarding, transportation of Service Provider's employees & workmen.

5.02 Insurance of Service Provider's employees, workmen, equipment & tools & tackles(if any) Workmen Compensation Policy/ Employer's Liability Insurance with medical extension for worker's, Third party liability insurance for project work shall be arranged by Service Provider.

5.03 To follow all safety norms as per HSE norms prevailing within the company from time to time.

5.04 To ensure that the work planned by Engineer-in-charge/ Nayara Representative is completed in schedule.

5.05 To mobilize the required resources for execution of the work immediately on issuance of contract/Work Order.

6.0 Security deposit: NA

Release of Security deposit: NA

7.0 Price Escalation

The prices mentioned in this Work Order shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of contract/ work order.

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8.0 Liquidated Damages: NA

9.0 Defect liability period / Performance Guarantee: NA

10.0 Payment Terms: Payment within 30 days from date of Invoice

Service Provider shall raise monthly running account bill / Final bill and the due payment shall be paid within 30 days from the date of receipt of bill by Engineer- in- charge/ Nayara Representative and upon completion of work. Bills duly certified by Engineer - in - charge/ Nayara Representative shall be sent to accounts dept and payment shall be released by accounts dept after deduction of applicable TDS/taxes/ duties/ levies.

Notwithstanding the release / payment of bills by the Company to the Service Provider, the Service Provider shall ensure the payment of salary and other statutory payment to their employees within time limit.

11. NOTE - "NAYARA ENERGY LIMITED is a separate Legal Entity incorporated under the Companies Act, 1956 and having entirely different set up for all associated departments (i.e. Procurement & Contracts, Accounts, Indirect taxation, Warehouse, etc.). The terms and conditions defined in this Work Order/ Annual Rate contract is solely of NAYARA ENERGY LIMITED and is part of mutual agreement between NAYARA ENERGY LIMITED and the SERVICE PROVIDER.

12.0 Taxes and Duties:

Workorder:

The total work order value given in the work order is inclusive of Goods & Services tax (GST), other levies/ duties paid/ payable in execution of the contract.

13.0 Defective Work

Charges for Rectification of defective work and other consequent damages to COMPANY shall be borne by the Service Provider.

14.0 Closure of Contract

The final bills to be submitted by the Service Provider shall be accompanied by the prescribed documents applicable to this Contract. The Service Provider shall collect the details and formats of such documents from Engineer-in-charge / Nayara Representative other designated authorities.

15.0 MSME DOCUMENTATION:

MSME Registration Certificate must be valid till end of the service period. The MSME Service Provider to note and ensure that the nature of services in the MSME certificate matches with the nature of services provided as per Work Order. In case the nature of service provided do not match with MSME certificate, NAYARA ENERGY LIMITED is not liable to pass benefits for Micro, Small & Medium Industries (MSME) to Service Provider.

STANDARD TERMS AND CONDITIONS:

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General Conditions of Contract (Indegenious - Material & Service PO#s)

1. DEFINITIONS & INTERPRETATIONS

The following capitalized terms unless mentioned otherwise shall have the meaning as defined herein below for the purposes of this Service Order/Supply Order:

"Advance Payment" means the advance amounts to be paid by the Company to the Service Provider/Supplier in accordance with the Service Order/Supply Order.

"Affected Party" shall mean any party to the Service Order/Supply Order affected by the happening of any events of Force-Majeure.

"Affiliate" means any Person that directly or indirectly through one or more of its intermediaries, controls or is controlled by or is under common control with a Party. The term control (including the terms "controlled by" and "under common control with") as used in this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of securities, by contract or otherwise and includes where a Person owns more than 50% (fifty percent) of the voting rights (whether by way of securities, partnership interest, under a shareholders agreement or otherwise) held in another Person. "Person" a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.

"Applicable Law" means the laws of India as amended from time to time, including all legislations, acts, rules, notifications, laws, statutes, orders, ordinances, directives, regulations, codes, requirements, municipal orders and rules, permits, licenses, approvals, instructions, circular, policy and standards of any Government Instrumentality, having the force of law and decrees, orders, judgments, injunctions passed by a court/tribunal of competent jurisdiction.

"Approved OEM" means the original equipment manufacturer of the Spares, Minor Material or any component thereof and any service provider/Supplier who is in the approved list of the Company.

"Authorizations" means any and all necessary and required authorizations, consents, grants, approvals, licenses, leases, land permits, exemptions, concessions, filings, clearances, orders, notices, certificates, declarations or regulations issued by any Government Authority, as applicable, in connection with the performance of obligations by the Service Provider/Supplier and the Sub-Contractor under the Agreement.

"Authorized Contact Person" or "Authorized Person" or "Authorized Representative" shall mean any person nominated by respective party and having power or authority under the Board Resolution or valid Power of Attorney or valid Letter of Authorization of the respective Party, generally or specifically to perform a particular job.

"Business/ Working Day" means any Day in a week other than a Saturday and Sunday or a Day declared to be public holiday, in the State of Maharashtra and/or State of Gujarat, under the provisions of the Negotiable Instruments Act, 1881.

"Change in Law" means the occurrence of any of the following events after the Effective Date:

- (a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Law, including rules and regulations framed pursuant to such law;
- (b) repeal, modification or re-enactment of any existing Applicable Law or regulations that is applicable to the obligations of the Parties;
- (c) a change in the application of any Applicable Law that is applicable to the obligations of the Parties, by a judgment of a court of record which has become final, conclusive and binding, as compared to such application by a court of record as on the Effective Date;
- (d) change in interpretation of any Applicable Law by a court of applicable jurisdiction and/ or Government Instrumentality;
- (e) revocation or cancellation of any permit/Authorisation, unless due to cause attributable to the Service Provider/Supplier;
- (f) the imposition of any material condition on the issuance or renewal of any authorizations not customarily imposed in such issuance or renewals otherwise;

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For the purpose of this definition reference to Applicable Law does not include reference to any taxation laws and shall not cover an increase or decrease in the rate of taxes or any imposition of a new tax.

"Claim" means any claim, liability, proceeding, cause of action, action, demand or suit, at law or in equity/tort, in each case, brought against either Party (including by any third party).

"Codes and Standards" means the applicable Indian and International codes and standards in relation to the Services.

"Company" shall mean Nayara Energy Limited, a Company incorporated under the Companies Act, 1956 and having its registered Office and refinery at Khambhalia post, P.O. Box.24, Dist. Devbhumi Dwarka, Gujarat - 361305, India.

"Completion Schedule" shall mean the work/project schedule mentioned in this document, specifying the time limits for performing the Services.

"Completion" means completion of the Service and fulfilment of all the obligation under this Service Order/Supply Order to the Satisfaction of the EIC/Company, which shall also include submission of all the relevant documents, certificates, compliance reports, manuals, challans, approvals and licenses as may be required by the Company or Applicable Law under this Service Order/Supply Order but shall not include the obligation to rectify defects during the Defect Liability Period.

"Completion Certificate" shall mean the Completion Certificate issued by the EIC /IR Cell or any other person authorized by the Company in that behalf.

"Confidential Information" shall mean , all trade secrets or confidential or proprietary information or business strategies provided (or caused to be provided) by the Company to the Service Provider/Supplier and/or to its directors, officers, employees, including without limitation confidential or proprietary information relating to:-

(a) the Company and its Affiliates, any of the Company's or its Affiliates' or any of the assets of Company's group companies, including their respective Affiliates and subsidiaries and their respective actual or contemplated business activities, the status thereof, and actual or contemplated financing thereof;

(b) any sponsors of, investors in, or lenders to, the Company, any of the Company's group companies, including their respective Affiliates and subsidiaries,

(c) any other contract counterparties or business relationships of the Company, any of Company's group companies, including their respective Affiliates and subsidiaries,

(d) methods for arranging a value chain, distributing a product or distributing revenues, collectively,

(e) the status, subject matter or scope of any patent applications relating to the confidential technical information,

(f) any financial information relating to Company, its group companies and its affiliates;

(g) the ownership structure of Company's shareholders and their immediate and indirect shareholders and ultimate beneficial owners, together with details of names and addresses and other sensitive data relating to their directors and ultimate individual owners and related persons for the purposes of satisfying know your counterparty and equivalent due diligence/ customer compliance requirements or for any other purpose,

(h) any information/sensitive data relating to Company's employees, agents, consultants and advisors or other person shared with Service Provider/Supplier under this Service Order/Supply Order/agreement

(i) any Unpublished Price Sensitive Information (UPSI)

(j) information identical or similar in nature to the information hereinabove referred to in this definition.

Confidential Information shall be deemed to include any verbal communication relating to the Service, notes, analyses, strategies, compilations, studies, interpretations, presentations, memoranda or other documents prepared by the Service Provider/Supplier or its Directors, officers, employees or any person on its behalf which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Service Provider/Supplier or its Representatives pursuant hereto and information that under the circumstances of the disclosure, that are to be treated as confidential.

"Contractor/Service Provider/Vendor/Supplier" shall mean individual, agency, firm, company or any legal entity (whether incorporated or not) described in the Service Order/Supply Order (not being the Company) and shall include his legal representatives, agents, employees, successors and permitted assigns.

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"Corrupt Practice/Corruption/Bribery" means the offering, giving, receiving or soliciting of anything of value to influence the action of any official of the Company in the procurement process or in execution/performance of the Service Order/Supply Order. Bribery/Corruption generally involves abuse of power, abuse of authority, paying or offering money or providing or receiving Anything of Value, to obtain or retain a business or another advantage (that the perpetrators would ordinarily not be entitled to) or to induce or reward someone for acting improperly. Bribes will also involve payments (or promises of payments), and also include providing/accepting inappropriate gifts and hospitality or the uncompensated use of services. Bribery also mean the advantage or reward given or received indirectly to/by someone other than the person involved. Bribery includes advantages provided directly, as well as indirectly through an intermediary. Bribery/Corruption also include Bribes, Kickbacks, Corrupt activities and Facilitation Payments.

"Defect" means any defect, shortcomings, irregularities in the components/materials/equipment (if any supplied) or the Services performed by the Service Provider/Supplier under this Service Order/Supply Order that occurs within the Defect Liability Period and that is not a defect or damage caused by ordinary wear and tear.

"Defect Liability Period" shall, unless otherwise specified, mean [words and figures for number] months from the date of Completion Certificate unless further extended.

From the date the Service Provider/Supplier remedies a Defect, the Defect Liability Period for such Defect shall be deemed to be extended for a similar term as above mentioned.

"Effective Date" shall mean the date from which the Service Order/Supply Order becomes Effective as provided in the "Period From" in the first page of the Work Order.

"Engineer-in-Charge" (EIC) shall mean the engineer or any other officer of the Company, consultant or other organization for the time being nominated by the Company for overall monitoring of the work in progress, its quality, and to perform the duties of EIC under this Service Order/Supply Order.

"Environmental Standards" means Applicable Law, codes, rules and regulations and policies relating to: (a) pollution, contamination, clean-up, protection and reclamation of the environment; (b) health and safety, including, without limitation, the exposure of employees or other Persons to any Hazardous Materials; (c) the release or threatened release of any Hazardous Materials; (d) the management of any Hazardous Materials, including, without limitation, the manufacture, generation, formulation, processing, labeling, distribution, introduction into commerce, registration, use, treatment, handling, storage, disposal of materials, the discharge of chemicals, gases or other substances or materials into the environment; and (e) any governmental approval issued by a Government Instrumentality with respect to the foregoing.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Service Order/Supply Order to the detriment of the Service Provider/Supplier and includes collusive practice to increase prices at artificial non-competitive levels to deprive the Service Provider/Supplier of the benefits of free and open competition.

"Free issue Material" means any service equipment, facilities, consumables, required to perform the Service by the Service Provider/Supplier but supplied by the Company for free and any residue returnable upon Completion of work.

"General Terms of Contract or GTC" means these general conditions forming part of this Service Order/Supply Order.

"Government Authorities" means the Government of India, any state government in India, any local authority constituted under an act of legislature, any administrative authority, quasi-judicial authority, any other executive authority and any other authority exercising any power or function in pursuance of an act of parliament, state legislature or any rules and regulations made thereunder, and any successor thereof.

"Government Instrumentality" means any Indian governmental instrumentality, including any national, regional, state or local government, any subdivision, agency, commission or authority thereof, including any authority, regulatory authority, or any quasi-governmental organization.

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"Gross Negligence" means any act or failure to act which, in addition to constituting negligence, was in reckless disregard of or wanton indifference to the obligations under this Service Order/Supply Order or that constitutes an utter disregard of the consequences to the life, health, safety or property of another and to the extent applicable under Applicable Laws or at equity.

"Hazardous Materials" means (i) any element, compound, substance, preparation, chemical, physio-chemical properties or biological derivative, radiation, noise, vibration, material or combination thereof which by reason of its composition or characteristics is defined in Applicable Law as a hazardous material, or (ii) any other material which any Applicable Law/Government Authority or Government Instrumentality determines from time to time is harmful, toxic, or dangerous, or otherwise ineligible for handling, storage or disposal by unregulated means or is liable to cause harm to human beings, other living creatures, plant, micro-organism, property or the environment.

"Intellectual Property" means recognized protectable intellectual property of a Party such as patents, utility models, copyrights, corporate names, trade names, trademarks, trade dress, service marks, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all other intangible protectable proprietary information that is legally recognized.

"Key Performance Indicator" means the parameters that will be considered for qualitative measurement of the Service or work.

"Month" means a calendar month of the Gregorian calendar.

"Payment Milestone" means the activity which the Service Provider/Supplier needs to complete enabling the Service Provider/Supplier to claim money from the Company in accordance with this Agreement.

"Progress Schedule or Schedule of Progress" means the continually updated time schedule prepared and monitored by the Service Provider/Supplier designed to achieve Completion Schedule and that co-ordinates and integrates activities of the Services, design professionals other consultants work, suppliers, and Company's activities with their anticipated schedule. It accurately indicates all necessary and appropriate revisions as required by the conditions of work while maintaining a concise comparison with the Completion Schedule.

"Prudent Industry Practice" means those practices, methods, techniques and standards, as updated from time to time and the exercise of that degree of skill, diligence and prudence that are generally accepted for use in the international oil and gas industry, which would reasonably and ordinarily be expected from a skilled and experienced Service Provider/Supplier applying the standards generally adopted by Service Provider/Suppliers engaged in the works and services similar to the Services under this Service Order/Supply Order.

"Satisfaction of the EIC/Company" in relation to the Services performed/to be performed or any other act of the Service Provider/Supplier under this Service Order/Supply Order, shall be based on the following criterion: (a) whether the Service Provider/Supplier acted in accordance with the Service Order/Supply Order and Prudent Industry Practice; and (b) whether the act of the Service Provider/Supplier is in compliance with Applicable Law.

"Schedule of Rates" means rates fixed per unit of work mentioned in the scope of work/Service Order/Supply Order.

"Service Equipment" means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for completion of the Services and which are to be provided, arranged or mobilized by the Service Provider/Supplier for its usage.

"Service Facility" shall mean all the designated part of the project/premises in/for which the Service/Work under this Service Order/Supply Order are to be carried out.

"Service Order/Supply Order/Agreement" shall mean duly executed contract/agreement comprising the Work Order/Supply Order, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), , recitals, any drawing(s),

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specification(s), technical and/or commercial document(s), any Schedule, Annexure referred therein for performance of this Service Order/Supply Order.

"Service Provider/Supplier's Equipment & Materials" means all facilities, materials, machinery, tools, tackles, apparatus, appliances, or things of every kind required in or for the execution of the Services, which are to be provided, arranged or mobilized by the Service Provider/Supplier for its usage.

"Service/ Work" shall mean & consist of all work/services (as specified in the Service Order/Supply Order and/or communicated at the time of execution or during the work period by EIC), execution and performance of the various activities & obligations, and carrying out any and all works, activities and providing all facilities which are required for executing the work, (including supply of materials, if applicable) complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirements stated or implied from the contents of the Service Order/Supply Order.

"SCC" shall mean Special Conditions of Contract attached to this Service Order/Supply Order which shall be read in consonance with the General Conditions of Contract, recital and other terms and conditions of this Service Order/Supply Order.

"Sub-Contractor" shall mean individual, agency, firm, company or any legal entity (whether incorporated or not), their employees, legal representatives, agents, successors and permitted assigns engaged by the Service Provider/Supplier at the premises of the Company and under direct control and supervision of the Service Provider/Supplier and approved by the Company or with the consent of the Company.

"Willful Misconduct" shall mean the intentional or conscious failure to perform a manifest duty and obligation under this Service Order/Supply Order or otherwise or acting in willful disregard of the knowledge of consequences to the life, health, safety or property of another or acting in bad faith.

1. RELATIONSHIP BETWEEN PARTIES:

The Parties to this Agreement are independent parties on principal to principal basis and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.

2. CONFIDENTIALITY: The Parties agree that any and all information learned by either Party concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information (written only) which has not come into public domain,; the existence and terms of this Agreement; and the negotiations relating to this Agreement shall be treated as confidential and such information shall not be disclosed during the scope of Term. and / or after the expiry of the Term of the Agreement to a third person or legal entity without the express written consent of the other Party, except in instances where a Party has a statutory duty to disclose or a disclosure is required by law or by any regulatory or governmental body having jurisdiction over it, provided that the Party disclosing shall notify the other Party of such requirement within a reasonable time in advance of making such disclosure.

In the event of any such breach, in addition to other rights or remedies which may be available and without waiving any such other rights or remedies, the Disclosing Party shall have the right to specific performance and other injunctive and equitable relief, as may be deemed proper by a court of competent jurisdiction.

Use of Name and Logo- Supplier/Vendor/Contractor/Service Provider shall not use the name, marks, logo of Nayara Energy Ltd in the sales or marketing of any their product or Services rendered or to be rendered to Nayara Energy, in any publicity releases, advertising in their websites, online platforms or any other publication or promotional materials without Nayara Energy's prior written consent.

3. INDEMNITY

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a. Mutual Indemnity

(a) Each Party agrees to indemnify, defend and hold harmless the other Party, its directors, employees, officers, advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents (each an "Indemnified Persons") from and against all third party actions, claims, damages, proceedings, investigations, liabilities or judgements and losses, damage, cost, charges and expenses of whatsoever nature which arise from or in connection with or arising out of this Service Order/Supply Order, on account of:

- i. its omissions or acts of fraud, gross negligence and Wilful Misconduct;
- ii. failure to comply with its obligations under any Applicable Law(s), including its non-compliance of any consent, approval, permit or clearance granted to it by a government instrumentality.

b. Service Provider/Supplier's Indemnity

(b) Service Provider/Supplier, its Sub-Contractors, Personnel, affiliates, or any person or entity acting on the Service Provider/Supplier's behalf ("Service Provider/Supplier Group") shall indemnify the Company (as an indemnified party) against any and all claims, liability, action, demand, judgment, loss, damage, costs and expenses arising out of:

- i. any claim brought by either a third party due to act or omissions of the Service Provider/Supplier Group;
- ii. any breach of the terms and conditions of this Service Order/Supply Order by the Service Provider/Supplier Group;
- iii. any violation or non-compliance of any Applicable Law to be complied with hereunder by any Service Provider/Supplier Group;
- iv. any claim of non-payment of wages, nonwage dues, losses, compensation, damages, cost by its Sub-Contractors or Personnel directly or indirectly engaged by the Service Provider/Supplier;
- v. the Service Provider/Supplier's work at the Site.
- vi. bodily injury/ death to any workmen/ employee on the site of the Company.

c. LIMITATION OF LIABILITIES

The limitation of liabilities of both the Parties for any event with respect to this Service Order/Supply Order shall be limited to one hundred percent (100%) of the Service Order/Supply Order value/Price other than as expressed below:

1. the liability for Intellectual Property infringement shall not be limited;
2. the liability for breach of representation and warranties, Gross Negligence, fraud, Willful Misconduct, breach of Applicable Laws & statutory obligations ; and
3. any other exclusion specifically stipulated under Service Order/Supply Order.

Under no circumstances shall either party, its employees, directors involved be liable for any indirect, incidental, special or consequential losses/damages, or any damages whatsoever, including punitive or exemplary (including but not limited to loss of profits, loss of revenue, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of this agreement.

4. CONSENT OR WAIVER

The waiver of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. The failure or delay of either Party in exercising any right, power or remedy provided by law or under this Agreement shall not affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

5. INVOICING AND E-WAY BILL

The Bidder / Vendor will provide Nayara with correct invoices charging the applicable rate of taxes. The invoices shall

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stand scrutiny by the GST Authorities. The bidder / vendor shall file its returns according to Law and pay the tax charged to the Authorities to enable Nayara to avail Input Tax Credit as applicable. In the event the Input Tax Credit is not available to Nayara due to any mistake in filing returns and / or non-filing or non-payment, Nayara reserves the right to withhold payment of amount equivalent to tax charged by the bidder / vendor in the invoice(s) from subsequent bills.

The vendor shall be responsible for the transit e-waybills for sending the material. Nayara shall not be responsible for detention of the goods during transit on account of faulty / missing e-Waybills. The vendor is advised to get in touch with Nayara in case of any doubts while generating the e-Waybills.

6. DOCUMENTS CONCERNING WORKS

1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by NAYARA ENERGY LIMITED as well as all drawings, tracings, reproducible, plans, specifications design calculations etc. prepared by the vendor for the purpose of execution of works covered in or connected with this contract will be the property of the NAYARA ENERGY LIMITED and shall not be used by the vendor for any other work but are to be returned to NAYARA ENERGY LIMITED upon completion and handover of the works or otherwise of the contract.

2. Vendor shall maintain secrecy of the documents, drawings etc. issued for the execution of the contract and restrict access to such documents, drawings etc. Vendor shall execute a SECRECY agreement/PO from each or any person employed and officially provided access to such documents, drawings etc. Vendor shall not issue drawings and documents to any other agency or individual without the written approval by NAYARA ENERGY LIMITED /Site-in- Charge.

3. Vendor shall not disclose any information or document etc. Concerning details of the work to the press or a news disseminating agency without prior written approval from NAYARA ENERGY LIMITED /Site-in-Charge. Vendor shall not take any pictures on site without written approval of NAYARA ENERGY LIMITED /Site-in- Charge.

Vendor shall handover all documents, including licenses, training manual, "as built" drawings etc at the time of Hand Over / Take Over of the site.

7. ASSIGNMENT

The Supplier/Service Provider is not entitled to assign, alienate any of the rights and obligations arising out of this Purchase Order/Contract/Agreement to any third party without prior written consent of the Company.

8. SUB-CONTRACTING

The Vendor/contractor shall not sub - contract the whole or any part of the work without prior written consent of the Engineer in Charge(EIC). In case the sub-contractor is blacklisted with the Company, the contractor shall not engage the proposed sub - contractor. The contractor shall ensure that only competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub- contracted.

Each sub - contractor shall be covered by all the Terms & Conditions of this work order on the same basis as the Contractor, provided, however, that the Contractor shall be and remain exclusively responsible to the Company, for which purposes the sub- contractor shall, vis -a vis the Company, be deemed to be the servant/agent of Contractor employed for the performance of the particular work with full responsibility on Contractor for all acts, omissions and defaults of the sub - contractor.

If any sub - contractor engaged upon the work executes any work which in the opinion of the EIC is not of the requisite standard, the EIC, by written notice to the Contractor require the Contractor to terminate such sub- contractor, and the Contractor shall upon the receipt of such notice, terminate such sub- contract within 7 days of receiving such notice, at the risks and cost of the Contractor. The Service Provider/Supplier agrees to keep the Company indemnified against all claims, actions, damages, liabilities, expenses, losses and consequences as a result of any direct or indirect actions of the subcontractors hired by the Service Provider/Supplier.

The Contractor shall, at the commencement of every month, furnish to the EIC and IR a list of all sub- contractors engaged

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and working during the previous month, with particulars of the works performed by them.

9. FORCE MAJEURE

Neither Nayara Energy or Contractor shall be responsible for any failure to fulfill any term or condition of this agreement if fulfillment has been delayed or hindered or prevented by a force majeure event meaning any circumstance which is not within the reasonable control of Nayara Energy or Contractor as the case may be including, without limitation, any (or the apprehension of any) strike, lockout or labour dispute (whether or not the settlement thereof shall be at the discretion of the Party in question) or any government order or restriction or compliance with any order or request of any national, supra-national, provincial, port or any other public authority or any person purporting to act for such authority or by failure, total or in part. The Parties acknowledge that an inability to pay any sums due or other economic distress shall not be a Force Majeure Event.

Force Majeure Definition:

For the purposes of this Agreement, "Force Majeure Event" means, with respect to any obligation of a party (the "Affected Party") under this Agreement any event or circumstance that:

- (i) is beyond reasonable control of the Affected Party in performing such obligations and is not the result of the fault or negligence of the Affected Party (including the Affected Party's Affiliates and any of its or their employees, directors, officers, agents, or contractors) and which by the exercise of reasonable efforts under the circumstances, the Affected Party could not reasonably be expected to avoid, and which prevents the Affected Party from performing such obligation;
- (ii) is not the direct or indirect result of the failure of the Affected Party to perform any of its obligations under this Agreement;
- (iii) materially or adversely affects the ability of the Affected Party to perform any of its obligations under this Agreement;
- (iv) the occurrence of which the Affected Party has provided notice of to the other party hereto in accordance with this section;
- (v) is not due to the negligent or intentional acts, errors or omissions of, or material or negligent or intentional failure to comply with any requirement of an applicable governmental authority by, the Affected Party or any affiliates, contractors, agents or employees of the Affected Party;
- (vi) which is of an extraordinary nature; or
- (vii) is a direct or indirect result of the action or omission of an applicable governmental authority which materially adversely affects the ability of the Affected Party or any of its affiliates to perform any of its obligations under this Agreement.

FORCE MAJEURE Clause:

a) Either of the parties are not liable for failure to perform the obligations of the contract and if such a failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, no party is entitled to terminate the Agreement/PO under Termination in such circumstances.

b) If Vendor asserts Force Majeure as an excuse for failure to fulfil the contractual obligation, in such case Vendor shall prove to have taken reasonable steps to minimize delay or damages caused by foreseeable events, and substantially fulfilled all non-excused obligations, and the company was timely notified of the likelihood or actual occurrence of an event described in Clause (Force Majeure).

c) In the event of Force Majeure, the Bidder/Vendor is not able to perform its obligations under the contract, Bidder/Vendor will be relieved from its obligations during the force majeure period.

d) If a force majeure situation arises, Bidder/Vendor shall notify NAYARA ENERGY LIMITED in writing promptly, not later than 7 days from the date of such a situation. The Bidder/Vendor shall notify NAYARA ENERGY LIMITED not later than 3 days of cessation of force majeure conditions. After examining the cases, NAYARA ENERGY LIMITED will decide and grant suitable additional time for the completion of the work, if required.

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e) Depending upon the severity of the force majeure situation & assessing the status with respect to the situation and Vendor's capability, NAYARA ENERGY LIMITED will reserve all rights to either terminate the contract and / or amend the delivery period after investigating the actual situation at the sole discretion of Nayara Energy Limited and under such circumstances, Vendor will have no right to claim any amount on such termination and also will be liable to refund the advance taken (if any) within 7 days from the date of termination of contract.

f) Notwithstanding the above, if any situation, which is a border line case and do not fall under the force majeure case as per the above understandings, company reserves the right to accept or reject any such cases at its sole discretion.

g) The relaxation in the time line of execution/ completion of the project, increasing the deadlines etc. will be solely decided by the company, based on the occurrence of the incident and reporting by the Vendors etc.

10. EVENTS OF DEFAULT AND TERMINATION

a) NAYARA ENERGY LIMITED reserves the right to terminate the Agreement at any stage or time without assigning any reasons what so ever by issuing a notice of 30 days in writing, and will not be liable to any losses of the vendors what so ever. NAYARA ENERGY LIMITED will pay only for the Works executed / completed and handed over by the vendor as per the contractual deliverables.

b) Notwithstanding anything to the contrary herein contained, either party will be at liberty to terminate this Agreement by issuing a notice of 30 days If either party fails to comply with or commits a breach of any of the Covenants, obligations contained in the Agreement.

Without prejudice to any other rights or remedies Nayara Energy shall also be entitled to terminate this Agreement summarily on written notice if Vendor:

a.) is an individual or a partnership firm and is declared bankrupt, or a receiver or manager is appointed in respect of his assets, or a receiving order is made against him, or he enters into any composition or arrangement with creditors generally, or he is unable to pay his debts as they fall due; or

b.) is a company and is declared bankrupt, or it makes a composition or arrangement with its creditors, or a winding-up order is made or a resolution for voluntary winding-up is passed in respect of it, or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed, or a petition is presented applying for an administration order to be made in respect of it, or it is unable to pay its debts as they fall due or possession is taken of any of its assets on behalf of the holders of any debentures of such company which are secured by a floating charge, of any property comprised in or subject to the floating charge; or

c.) is a company and there is a change of ownership of its shares resulting in 50 per cent or more of the issued share capital of the company becoming legally or beneficially the property of a new owner.

d.) If vendor/its representatives /partners / staff found indulging in any unethical practice or found not abiding by the law of land.

Consequences of Termination:

In the event of termination, Vendor shall at its own cost, carry out any reasonable instruction of the Company including but not limited to handing over of any documents /drawings /design or information of any nature or knowledge transfer to Nayara representative or any third party as instructed by Nayara Energy.

Termination of this CONTRACT shall not relieve either party of their obligations imposed by this CONTRACT with respect to the WORK performed by either party prior to such termination.

Upon termination of the Contract, the Company shall be entitled at the risk and expense of the Vendor by itself or through any independent Vendor(s) or partly by itself and/or partly through independent Vendor(s) to complete and/or get completed to its entirety the work as contemplated in the scope of work and to recover from the Vendor in addition to any discounts, compensations or damages that the Company may in terms hereof or otherwise be entitled.

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In the event of termination any advance money paid by Company shall be refunded for cases where services/supplies remains un rendered/undelivered or else the same shall be adjusted from Security Deposit / Earnest Money Deposit or any amount due and payable to Service Provider.

11. RIGHT OF ASSESSMENT AND PERIODIC AUDIT OF SECURITY CONTROLS

NAYARA ENERGY reserves the right to assess the information security controls implemented by the Vendor to protect the data either shared by NAYARA ENERGY with the Vendor or access provided to the Vendor's staff to NAYARA ENERGY'S data at any time during the course of the Contract/Purchase Order. NAYARA ENERGY may demand and upon such demand being made, NAYARA ENERGY shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the information security controls.

NAYARA ENERGY shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit the information security controls implemented by the Vendor to protect the data either shared by NAYARA ENERGY with the Vendor or access provided to the Vendor's staff to NAYARA ENERGY'S data by the third party and the Vendor undertakes to cooperate with and provide to NAYARA ENERGY any other agency appointed by NAYARA ENERGY, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the third party failing which NAYARA ENERGY may, without prejudice to any other rights that it may have, issue a notice of default.

12. DATA PROTECTION

Both Parties shall comply with their obligations under all applicable data protection laws, in respect of the Supply and Services to be provided under this Contract/Agreement. It is agreed that in respect of any such personal sensitive data and corporate data, including corporate sensitive data, supplied by either party the other party shall:

(a) only act on instructions from the disclosing party or act per the applicable data protection laws regarding processing of such data under this Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the data and against accidental loss or destruction of, or damage to, the data; and

(b) not disclose any information provided, subject to the NDA (if any).

(c) have the adequate information / data security systems/ processes in place to protect the data.

(d) ensure compliance with the applicable data protection measures contained in data protection, information security and other relevant policies of the Company based on scope and nature of work.

(e) indemnify and keep the disclosing party harmless against any loss or damage or claim that it may suffer on account of any data breach/privacy incident while the data was in possession of such party.

(f) To the extent that, in connection of this contract, if the data shared is designated as restricted or confidential information, the other party shall not disclose such restricted or confidential information to any third party or sub-contractor without disclosing party's written consent except as may be required by law, regulation, judicial or administrative process or the extent that such Confidential information shall have otherwise become publicly made available by the company.

(g) When there is a specific grounds for suspecting the misuse of personal sensitive data and corporate data, the disclosing party shall after providing the written notice to the other party be at liberty to conduct an audit of such a Third / Counter Party.

Receiving party shall notify the Company in writing without undue delay after becoming aware of privacy incident/ data breach. In case of serious data/information breach, the disclosing party (in its opinion based on the assessment of data breach), shall have the right to terminate this contract and to call for any information from the receiving relating to such breach.

For the purposes of this clause:

#Data Breach# means a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, data transmitted, stored or otherwise processed

#Privacy Incident# is any successful or unsuccessful loss of control, compromise, or unauthorized disclosure, acquisition, access of Personal Data.

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13. ENTIRETY OF AGREEMENT/PO

This PO/Agreement/PO contains the entire agreement/PO between the parties hereto and no prior promises, agreement/POs or warranties, written or verbal, shall be of any force or effect unless embodied herein. No modification of this Agreement/PO shall be of any force or effect unless in writing and signed by both Parties hereto and no modification shall be effected by the acknowledgement or acceptance of any purchase orders or printed forms containing different conditions. All other Terms & Conditions including technical scope, guarantees etc shall be as per tender/RFQ/Enquiry & shall be construed & read as a part of this PO/agreement.

Any matter not provided for herein shall be decided upon by further consultation and agreement/PO between the Parties hereto.

14. MODIFICATION

a. This Agreement represents the entire understanding of the Parties with respect to the subject matter. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

b. If any provision/s of this agreement is/are held to be invalid or unenforceable, such provision/s shall (so far as it is held to be invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.

15. SURVIVAL OF CERTAIN TERMS.

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiry of this Agreement shall survive termination or expiry of this Agreement. Termination of this agreement shall not affect any provision of these Terms and Conditions which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a Party in respect of any breach of the provisions of these Terms and Conditions by the other Party.

16. SEVERABILITY:

Should any part of this Agreement be held invalid or unenforceable for any reason, such holding will not affect the remaining parts, which will continue in full force and effect.

17. VALIDITY

Whenever possible, each provision of this Agreement/PO shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be or become invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement/PO.

18. SAFETY:

a. SAFETY PRECAUTIONS AND COMPLIANCES

i. The Vendor shall be responsible for observance of all safety parameters as per NAYARA ENERGY LIMITED safety standards/safety policy in general, as observed by all oil companies.

ii. Necessary PPE#s such as safety belts, helmets, safety harness, Fall arrestor, gloves, safety shoes, safety spectacles,

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metal scaffolding with safe working platform should be used by the Vendor as per safety standards & requirement. Only metal scaffolding is permissible for working at height.

iii. Safety distance as per CCOE Rules and Oil Industry Safety Directorate shall be strictly maintained as per Nayara Standard design.

iv. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the vendor's risk and cost and should be reported to Nayara Energy Limited.

v. Wherever applicable, Vendor shall abide by hot work permits which shall be taken on day to day basis from the respective location as per policy of NAYARA ENERGY LIMITED.

vi. All major jobs shall be undertaken only under the direct supervision of NAYARA ENERGY LIMITED employee/its representative/franchisee/PMC concerned. In this regard, vendor shall inform in writing to the concerned NAYARA ENERGY LIMITED office, prior to commencement of site survey and shall comply to the instruction from NAYARA ENERGY LIMITED engineer regarding any work to be executed at the outlet

vii. No hot work is permissible inside the retail outlet premises.

viii. All conduits laid for automation cables shall be closed at both ends with proper caps and the caps shall be removed only while actual pulling of cables.

ix. No sooner the cables are laid and terminated, the duct ends shall be properly sealed to prevent any vapor from entering into the conduits. Proper rodent protection measures shall be taken by the vendor.

x. Best safety practices shall be observed specifically for safety of manpower working at height. Successful bidder/Vendor shall follow NAYARA ENERGY LIMITED safety standards. Provision for safety line shall be made to ensure safety of people working at height during installation and O&M.

xi. Vendor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work and / or, as required by NAYARA ENERGY LIMITED in respect of all labour employed directly or indirectly for performance of the works and shall provide all facilities in connections therewith. In case the vendor fails to make arrangements and provide necessary facilities as aforesaid, NAYARA ENERGY LIMITED will reserve all rights to do so and recover the cost thereof from the vendor.

xii. From the commencement to the completion of the works, vendor shall take full responsibility for the care thereof of all the temporary works (refer definition in section number 1). In case of any damage, loss or injury to the works or to any part thereof or to temporary works and / or any person directly or indirectly employed, or whatsoever, shall be repaired / rectified / replaced at Vendor's cost to make it good / fit for the intended purpose so that at the time of completion, the works shall be in good order and condition, in conformity in every respect with the requirement of the contract and NAYARA ENERGY LIMITED's instructions.

xiii. In respect of all labour, directly or indirectly employed for the performance of Vendor's part of this agreement, Vendor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of Indian Standards, the Electricity Act/I.E. Rules, The Mines Act and any such applicable / statutory regulations

xiv. Vendor shall observe and abide by all fire and safety regulations of NAYARA ENERGY LIMITED. Before starting any construction work, vendor shall consult NAYARA ENERGY LIMITED's Safety Engineer or NAYARA ENERGY LIMITED and shall ensure to take all necessary precautions / comply to the requirements of NAYARA ENERGY LIMITED to avoid any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the NAYARA ENERGY LIMITED's existing property.

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xv. Vendor shall be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of prevailing Wages and observe hours of work/conditions of employment according to the rules in force from time to time.

xvi. Vendor shall be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify NAYARA ENERGY LIMITED for any such lapse liable for legal action.

b. HEALTH SAFETY ENVIRONMENT AT SITE:

Safety # A Line Function

The Health Safety & Environment at site is a line function and hence it shall be the responsibility of the Vendor to ensure that all activities at all times are strictly carried out as per the Safety norms.

First Aid

First aid is defined as the prompt treatment of injuries such as cuts or bruises. More serious injuries involving fractures or breakage to limbs, head injuries or other severe wound shall be treated by qualified and experienced medical personnel.

In the absence of any permanent medical facility at Site Vendor shall be responsible for establishing first aid facilities at Site along with arranging for emergency transportation.

Vendor shall establish their own first aid facilities at Site and arrange emergency transportation as and when required, provide first aid boxes or similar containers like bags or cupboards clearly identified as first aid containers that are designed to protect the contents from damp and dust placed and maintained in easily accessible places and made known / create awareness to every employee of that location.

Sufficient quantities of all essential medicines shall be maintained as necessary and periodically verified for expiry date and replenishment.

19. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party to this Agreement/PO shall conform to all applicable provisions of every law, statute, statutory instrument, bye-laws or regulations for the time being in force affecting this Agreement/PO and will give all necessary notices and obtain every requisite sanction or approval in respect of this Agreement/PO under every such statute instrument bye-law or regulations and will keep the other Party indemnified against all fines, penalties and loss incurred by reason of any breach of such statute, instruments, bye-law or regulations.

The non-conforming party shall indemnify the other Party against any fines, penalties, losses, costs or expenses incurred by the other Party in respect of any non-compliance by such non-conforming Party with the provisions with the laws and/or Government regulations.

20. GOVERNING LAW AND ARBITRATION

This PO/Agreement will be governed by and construed under the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Mumbai, Maharashtra only.

Any claim, dispute or differences concerning the validity and interpretation, implementation or alleged breach of any provision of this Agreement shall be resolved through mutual discussion between the parties hereto, failing which the same shall be referred to and finally resolved by arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended. The arbitration panel shall consist of a sole arbitrator to be appointed by mutual agreement of the disputing parties, and failing such agreement, in accordance with the Indian Arbitration and

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Conciliation Act, 1996, as amended. The venue and seat of arbitration shall be in Mumbai, Maharashtra. The arbitration proceeding shall be in English language. The award rendered by the arbitration panel shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the disputing parties, unless the award otherwise provides. It is further agreed between the parties that the courts in Mumbai shall have the exclusive jurisdiction to entertain any application or any award meant by the sole arbitrator or other proceedings in respect of any issue arising under this agreement.

21. NOTICES:

All notices and other communications given under this Agreement must be in writing (electronically signed email and fax acceptable), in the English language, and shall be deemed to have been properly given and delivered to the other party hereto at its address listed below. Any such notice given will be deemed to have been given or received at the time of delivery, or the next Working Day following the date of sending, if sent by facsimile on a day that is not a Working Day.

Kind Attn: HOD

Nayara Energy Limited
5th Floor, Jet Airways Godrej BKC,
Plot No. C-68, G Block, Bandra Kurla Complex,
Bandra East, Mumbai 400051,
Maharashtra, India

22. Risk Purchase -

Without prejudice to the Company's rights under this Work Order and in addition or as an alternative thereto should the EIC at any stage (notwithstanding that the time for completion of the relative work or item of work as specified in the Progress Schedule/Order has not expired) be of opinion (the opinion of the EIC in this behalf being final) that the performance of any work or item or work by the Supplier/Service Provider is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance, or in the adherence to specifications, or in the omission, neglect or failure to do, deliver, perform, complete or finish any work or item, or for any other cause whatsoever), the EIC shall be entitled (without prejudice to any other rights of the Company and/or obligations of the Supplier/Service Provider under the Service Order) at his discretion and Supplier/Service Provider's risk and differential cost (along with 10% penalty) to appoint one or more Sub-Contractors for the satisfactory performance thereof or any part thereof, or may undertake the performance thereof through a third party, and the provisions of above clause hereof shall mutatis mutandis apply to any person appointed by the EIC pursuant to this clause in the same manner as applicable to the Service Provider. The Supplier/Service Provider shall also pay to the Company reasonable, proper, verified and unavoidable costs incurred by Company as a direct result of such engagement.

23. Action in case of submission of False Information

Vendor/Supplier/Contractor/Service Provider shall provide all the required documents and certificates at any stage in respect of materials or goods that is under supply / supplied or any services contemplated under this Purchase Order/Contract to Nayara Energy Ltd and such documents, certificates shall be subject to verification by Third Party Due Diligence team / Third Party Inspection Agency (TPIA). In the event Vendor/Supplier/Service Provider gives any False or incorrect or misleading information or representation or has failed to disclose any material fact relating to the subject matter of this Purchase Order/Contract, the Supplier/Vendor/Service Provider shall be blacklisted by Nayara Energy Ltd and shall be barred from any participations in future.

For the purpose of this clause #False Information# means and include any disloyal, treacherous, insincere, simulated, feigned, deceptive or misleading information or any information dishonestly contrived to give an incorrect reading.

24. Anti-Corruption and Hotline Clause:

a) Each party to this Agreement hereby agrees that it shall not, directly or indirectly: -i) commit, authorize or permit any action which would cause either party to be in violation of any applicable anti-bribery laws or regulations.

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ii) will not offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other party or any Public Official, nor knowingly accept, or agree to accept, from any employee, representative, or third party acting on behalf of the other party, any unlawful payment, unlawful compensation, facilitation payment or unlawful remuneration or unlawful hospitality, be it monetary or other thing of value, in connection with the negotiation, execution, conclusion or the performance of this Agreement.

iii) Each Party assures other Party that it has not used, adopted or deployed any corrupt practices or unethical means in negotiating or securing this contract and will raise invoices strictly in accordance with this Contract/Agreement/LOI. The parties shall promptly notify each other if they become aware of any breach of this provision, and a breach of this provision shall be considered cause for termination under this agreement.

b) Each Party shall respond promptly, and in reasonable detail, to any notice from any other Party or its auditors or legal counsel pertaining to the above stated assurance in clause a) above and shall furnish documentary support, if any, for such response upon request from such other Party.

c) Nayara Energy is committed to adhere to high standards of ethical, moral and legal conduct of business operations, including the measures against bribery, corruption and corporate fraud, as well to manage conflict of interest situations. Nayara Energy urges/encourages its Third Parties to report any instances of actual or suspected unethical or improper conduct/behaviour via our Hotline. A Whistle-blower may report any such matters by using any one of the following five hotline whistle-blower channels:

i) Web Interface:

Complaints can be filed through our official website whistleblower.nayaraenergy.com or Nayara Energy Intranet or Format provided (downloadable) in Annexure 2 of Hotline Whistle-Blower Policy

ii) Toll Free Hotline Telephone line and Interactive Voice Recording (IVR) System:

Complaints can be filed by calling our toll free number - 1800 266 2800. Record your complaint with the IVR system.

iii) Email:

E-mail completed complaint form at hotline@nayaraenergy.com.

iv) Post/Letter:

Send a completed complaint form through post to our Corporate Office:

Nayara Energy Limited

5th Floor, Jet Airways Godrej BKC

Plot No. C-68, G Block,

Bandra Kurla Complex, Bandra East,

Mumbai # 400051

v) In person:

Meet our Chief Compliance & Security Officer in person at our Corporate Office

Above is not a mechanism for redressing any issues relating to performance or nonperformance of the contract. Any such issue shall be agitated as provided in the contract. Neither any cognizance of such issues will be taken if raised on Hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice/fact under the contract.

25. Anti-Money Laundering

None of the parties to this Agreement/Contract: -

A. is under investigation by any Governmental Authority, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law (collectively, Anti-Money Laundering Laws"),

B. has been assessed/levied civil penalties under any Anti-Money Laundering Laws, or

C. has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws

Each of the parties has taken reasonable measures appropriate to the circumstances (in any event as required by any applicable law), to ensure that each such party and its subsidiaries are and will always continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.

D. Breach of this clause shall be deemed to be a breach of a material term of the agreement/Contract.

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NOTE: Digital/E-mail acceptance of this Purchase Order will be considered as valid acceptance in lieu of physical signature.

For NAYARA ENERGY LIMITED,

Authorized Signatory