



PURCHASE ORDER

PO NO: 30120000905

ISSUE DATE: 05-JUL-19

BUYER DETAILS

COMPANY NAME: IIFL Wealth Management Limited	PHONE:
ADDRESS : IIFL Centre, ,Kamala Mills, ,Lower Parel(W) ,IN	
EMAIL :	
GSTIN: 27AABC18294C1ZH	

SUPPLIER DETAILS

CODE: 53054	QUOTATION REF:
NAME: Connectivity IT Solutions Private Limited	PHONE:
ADDRESS: OFFICE NO, 606-608, ,ECO STAR, ,VISHWESHWAR ROAD, NEAR UDIPPI HOTEL, ,MUMBAI ,Maharashtra ,IN	
EMAIL :	

BILLING ADDRESS : IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN

Dear Sir/Madam,

We are pleased to place an order for the following:

PRODUCT DETAILS

ITEM CODE	DESCRIPTION	UOM	QTY	RATE	TOTAL	VAT	CST	ST	OTHER TAXES	GRAND TOTAL
	CP-8811-K9= Cisco IP Phone 8811 Series	Lumpsu m	30.00	10,808.16	3,24,244.80					3,24,244.80
	CP-7821-K9= Cisco UC Phone 7821	Lumpsu m	30.00	6,193.44	1,85,803.20					1,85,803.20
TOTAL PURCHASE ORDER VALUE										5,10,048.00
RUPEES: Five Lakh Ten Thousand Forty-Eight only										

DELIVERY DETAILS

Item Code	DESCRIPTION	LOCATION	LOCATION ADDRESS	EMAIL	QUANTITY
	CP-8811-K9= Cisco IP Phone 8811 Series	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		30.00
	CP-7821-K9= Cisco UC Phone 7821	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		30.00

ANNEXURE ATTACHED:

TERMS & CONDITIONS
DELIVERY INSTRUCTIONS
THE ANNEXURES FORM INTEGRAL PART OF THE PURCHASE ORDER

ADDITIONAL COMMENTS :

PAYMENT TERMS : Submission of Original Invoice

SUPPLIER SIGNATORY


COMPANY SIGNATORY
IIFL CENTRE, KAMALA CITY, S B MARG, IN



1. SOLE AGREEMENT

Unless otherwise agreed in writing, these terms ("Terms" and each a "Term"), Addendum, Annexures, Schedules, Amendments and the purchase order overleaf (together the "Order" or "Agreement") represents the only conditions upon which India Infoline Limited ("IIFL") has placed Order for the items / services specified overleaf ("Products" or "Services" as applicable) from the person to whom this Order is addressed ("Supplier"). The details of the Supplier are set out in Addendum 1 to these Terms.

2. SUPPLY OF PRODUCTS / SERVICES:

Subject to the terms and conditions of this Order, Supplier shall supply to IIFL the Products / Services (as applicable). Products / Services shall be supplied by Supplier according to the Product specifications / Service description as specified in this Order.

3. CONFORMITY WITH ORDER

Products / Services shall conform strictly with this Order. IIFL has right to reject the Products / Services in the event the same is not in conformity with specification / Service description as set forth in the Order. The Supplier shall submit the duly executed Order to IIFL within 2 working days from the date of receipt of the Order failure to which IIFL shall have rights to hold the payments.

4. DELIVERY AND TITLE

- 4.1. The delivery date/s and address/es are those specified in this Order. Time shall be of the essence in respect of the Supplier's obligations under this Order.
- 4.2. Partial delivery of Products under this Purchase Order is not allowed. However, in case of partial delivery (if allowed in this Purchase Order), any extra charges which become payable due to partial shipment, incorrect shipment, short shipment, incorrect packing etc. shall be borne by Supplier.
- 4.3. Supplier shall deliver all Products / Services as set out in Addendum 1.
- 4.4. Supplier shall complete installation / implementation of Products / Services as set out in Addendum 1.
- 4.5. The Supplier will not be excused delay in delivery or performance except due to force majeure events only subject to the Supplier having notified IIFL in writing on becoming aware of such circumstances. IIFL may terminate this Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in IIFL's absolute opinion, significant.
- 4.6. Title to Products and risk of loss or damage to Products shall pass to IIFL on delivery, free from any third party rights or interests.
- 4.7. If, on delivery, the Products / Services do not conform to this Order, then IIFL may reject the Products / Services and the Supplier shall, at its sole expense, either promptly rectify any defects or, at IIFL's option, supply appropriate replacement Products / Services. Products shall be subject to such testing and/or inspection as IIFL may consider necessary.
- 4.8. For delayed delivery of Product(s)/Service(s) (with reference to delivery date as set forth in this Order), Supplier payments shall be subject to penalty as set out in Addendum 1.

5. PRICE AND PAYMENT

- 5.1. Total Order value and currency of payment is set out in Addendum 1. Prices specified in this Order cannot be increased.
- 5.2. Details of applicable taxes on Order value are set out in Addendum 1.
- 5.3. The Supplier shall submit the invoice within maximum of 03 working days from date of delivery of Products ("Invoice Due Date"). In the event the Supplier raises invoices but has not submitted the executed Purchase Order as set out in clause above, IIFL shall not be liable to process the said invoice till the executed Purchase Order is submitted by the Supplier.
- 5.4. Payment for the Products shall be made by IIFL against a correct & formal invoice from the Supplier as set out in Addendum 1.
- 5.5. Invoices shall be posted to the address stated below. Payment of the Supplier's invoices will be made by IIFL in the currency as stated in the Purchase Order.

Kind Attn: Mr. Ramakant Chavan / Ms. Amrula Chavan India Infoline Limited
IIFL House, Plot No 23, Road No 16V, Wagale Estate, Thane (WV). -
400601

- 5.6. IIFL shall have right to withhold the payment of invoice in the event of any breach of this Agreement and any delay in rectifying the defect in Products and replacement of Products or delay/ deficiency in delivery of Services.

6. PERSONNEL

- 6.1. The Supplier warrants, represents and undertakes on an on-going basis that its obligations hereunder will be performed by a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel and in accordance with good industry practice.
- 6.2. The Supplier's employees, agents or sub-contractors ("Personnel") may work at IIFL sites from time to time as IIFL require. The Supplier will indemnify IIFL on written demand in respect of all losses, damages, costs and expenses and other liabilities (including legal fees, disbursements and expenses) incurred by or awarded against IIFL in connection with the acts or omissions of the Personnel. IIFL reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in IIFL's opinion, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing IIFL's own staff. The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations hereunder.
- 6.3. Nothing in this Agreement shall be construed as creating any contractual or other relationship between IIFL and any personnel of the Service Provider, nor any obligation on the part of IIFL to pay or see to the payment of any money due to any personnel.
- 6.4. The Supplier agrees and confirms that all the provisions applicable to the Supplier in relation to its personnel shall also be ipso facto applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Supplier shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees, for all purposes and intents.

7. PROPRIETARY RIGHTS LIABILITY

- 7.1. If any allegation should be made or any claim asserted against IIFL that its receipt, use or possession of the Products, or any part thereof, or any other materials provided to IIFL relating to any Products or pursuant to this Order is a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark or any application therefor, the Supplier will indemnify IIFL against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses (including legal fees) which arise directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by IIFL. The Supplier shall either:
 - (a) procure for IIFL the right to continue using the infringing Products; or
 - (b) modify or replace the Products so that they become non-infringing.



PRIVATE WEALTH MANAGEMENT

provided that in either case, the Products shall continue to meet IIFL's requirements and any specifications stipulated in this Order and the Supplier shall avoid or reduce insofar as possible any interruption to IIFL's business operations.

7.2. Should neither option avoid the allegation or claim referred to in this Term 6, then IIFL may at its option return the Products to the Supplier and, without prejudice to the indemnity in this Term 5, the Supplier shall refund in full the purchase price paid by IIFL for the relevant Products.

8. DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS AND IPR

If the production or provision of any Products involves research and/or development and/or IPR which is wholly or partly funded by IIFL then, on their creation, the Supplier shall either assign to IIFL with full title guarantee, title to and all rights and interest in all intellectual property or other rights in the results thereof or shall procure that the owner of such rights assigns them to IIFL on the same basis.

9. CONFIDENTIALITY AND PUBLICITY

It is anticipated that each Party (the "Disclosing Party") may disclose confidential and/or proprietary information to the other Party (the "Recipient").

- 9.1. The Recipient will treat as confidential, for so long as such information remains Confidential Information, any information disclosed to or obtained by it from the Disclosing Party, whether disclosed or obtained before or after the Effective Date, which relates to the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates, including, without limitation, information relating to the services, software, products, data, research, development, Intellectual Property, customers, technology, systems, either Parties potential strategies or other business information respecting the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates (the "Confidential Information") subject to the terms and conditions of this clause.
- 9.2. "Confidential Information" shall not include (i) information which is publicly available at the time of Recipient's receipt thereof from the Disclosing Party, (ii) information which, after Recipient's receipt thereof from the Disclosing Party, becomes publicly available through no act or fault of Recipient; (iii) information which can be shown, was lawfully in Recipient's possession prior to the receipt thereof from the Disclosing Party; (iv) information which at the time it was received in good faith by Recipient from an independent third party was lawfully in possession of such third party and under no obligation of secrecy; and (v) information which is approved for release by the Disclosing Party without restriction. Further, either Party may disclose that it has entered into this relationship or generally that a client-vendor relationship exists, but beyond general disclosures, written permission must be obtained from the other Party.
- 9.3. Neither Party shall use or disclose any Confidential Information of the other Party, or use the other Party's Confidential Information except:
 - (a) to perform its obligations under this Agreement
 - (b) to the extent the Recipient is compelled by the law of India to disclose such Confidential Information provided that such Recipient shall use reasonable efforts to give advance notice of such compelled disclosure to the disclosing Party, and shall cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information
 - (c) to its directors, officers, or employees on a need-to-know basis provided that such persons are made sufficiently aware of the Recipients' confidentiality obligations under this Agreement.
- 9.4. The Recipient covenants and agrees to use the Confidential Information only for the purposes contemplated by this Agreement and to disclose Confidential Information only to the extent necessary and in accordance with the terms of this Agreement and further agrees that none of the Confidential Information shall be used in any way detrimental to the Disclosing Party.
- 9.5. The Recipient agrees to advise its directors, officers, employees and agents (if any) of its obligations hereunder to the extent they have exposure to the Confidential Information or otherwise receive such information and to ensure compliance by such persons with the terms hereof.
- 9.6. At any time upon the request of the Disclosing Party, and in any event upon termination of this Agreement, unless otherwise mutually agreed to by the Parties, the Recipient shall destroy or return to the Disclosing Party all documents and materials provided by the Disclosing Party, together with any copies or notes derived there from.
- 9.7. The Recipient shall indemnify and hold the Disclosing Party harmless from and against all losses and damages of any nature and kind suffered by the Disclosing Party (including legal costs and attorneys fees) as a result of any breach by the Recipient of the terms and covenants of the terms contained in this Agreement.
- 9.8. The mutual obligations under this Clause 9 shall survive termination or expiration of the Agreement.

10. TERMINATION OF ORDER

IIFL will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Supplier, if the Supplier:

- (a) is unable to pay its debts or becomes insolvent;
- (b) is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);
- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally; or
- (e) is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.
- (f) Fails to deliver the Equipments within 30 days from the committed Delivery Date set out in this Agreement or the Purchase Order as the case may be.
- (g) if the Supplier is in material breach of this Agreement (being a single event or a series of events) and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 15 (fifteen) days of receiving written notice requiring it to do so.
- (h) If any act or omission of the Supplier results in any Regulator notifying IIFL that it may consider withdrawing any IIFL licence and the Supplier has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from that Regulator (as applicable);
- (i) for convenience at any time on giving not less than 30 (thirty) days' notice, provided that IIFL shall pay to the Supplier all outstanding undisputed Fees (apportioned on a daily basis and less any Service Credits) relating to the work undertaken by the Supplier up until the date of such termination subject always to the Supplier's duty to mitigate its loss and to the Supplier providing IIFL with a full breakdown of all Fees;
- (j) if a Force Majeure Event persists for more than 30 (thirty) days;

11. ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of this Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents whilst on IIFL's premises shall comply with IIFL's health and safety, security and system security rules and procedures where appropriate.



PRIVATE WEALTH MANAGEMENT

12. WARRANTY

12.1. The Supplier warrants that all Products delivered under this Order: (a) shall be fit for their purpose and of satisfactory quality; (b) conform and comply in all respects with all statutory requirements and regulations currently in place or hereafter applicable in India (c) correspond with any relevant description or specification (including any description or specification set out in the purchase order overleaf) (d) will not cause any deterioration in the functionality of any IIFL equipment; and (e) will not infringe any third party rights of any kind. The Supplier hereby indemnifies IIFL against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against IIFL in connection with any breach of this warranty.

12.2. Warranty for the Products as being purchased under this Order shall be as set out in Addendum 1. Warranty period shall start from the date of installation and acceptance of Products / Services.

13. REGULATORY INDEMNITY

The Supplier will be solely liable for all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against IIFL, any member of the IIFL Group or their respective directors, officers, agents, employees, members, subsidiaries and successors in interest (together the "Indemnified Persons") in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements in any jurisdiction from which the Products are provided. The Supplier will hold harmless each of the Indemnified Persons and indemnify each Indemnified Person on written demand in respect of all losses, damage, costs, expenses and liabilities (including legal fees) incurred by or awarded against an Indemnified Person in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements.

14. RELATIONSHIP

Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. The Supplier acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of IIFL or any subsidiary or affiliate of IIFL.

15. AMENDMENT and ASSIGNMENT

IIFL may, at its option, assign, transfer or novate all its rights, title, interests and obligations under this Agreement to any of its affiliates, subsidiaries or group companies without prior consent of the Seller by giving a written notice 7 days subsequent to the assignment contemplated in this clause stating that the assignee agrees to be bound by the terms of this Agreement. The Seller shall not have the right to assign this Agreement. However, in the event, the Seller assigns its right, inspite of not authorised to do the same, IIFL reserves its right to terminate the Agreement immediately. Further, the Seller agrees to indemnify IIFL for any losses, damages, claims, costs arising due to any assignment carried out by the Seller.

This Agreement shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties

16. NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses overleaf or sent by first class mail or may be served by facsimile to the number overleaf with confirmation by first class mail in which event notice shall be deemed served on receipt by the sender of such confirmation or may be served by electronic mail and such notice shall be deemed served upon receipt of such electronic mail on the email id of the authorised person.

17. LAW

17.1. This Order shall be governed by and interpreted in accordance with Indian law but without prejudice to IIFL's right to take proceedings against the Supplier in other jurisdictions.

17.2. Dispute Resolution

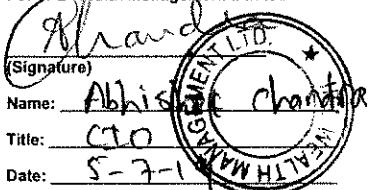
17.3. i) Any Dispute shall be referred to the Senior Official of the Supplier and a Head of the concerned Department for IIFL who will attempt to settle it by negotiation. If these representatives are unable to settle any Dispute by negotiation within 30 days, the parties may consider referring the dispute to arbitration. Any reference to arbitration shall be made in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a single arbitrator mutually appointed by the parties. The mediation shall be conducted in Mumbai in English. Mediation is without prejudice to the rights of the parties in any future proceedings. ii) Neither party shall be obliged to follow the procedures set out in the clause above where that party intends to apply for injunctive relief against the other, provided that there is no delay in the prosecution of that application. iii) Without prejudice to either party's right to seek redress in court, the Supplier shall continue to provide the Services and to perform its other obligations under this Purchase Order and IIFL shall continue to provide its obligations under this Purchase Order notwithstanding any Dispute or the implementation of the procedure described in this clause.

18. Additional Terms

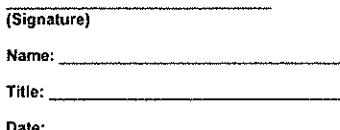
The terms and conditions in addition or supersession to the ones contained in this Term are set out in Addendum 1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

SIGNED AND DELIVERED
For IIFL-Wealth Management Limited


(Signature)
Name: Abhishek Chawla
Title: CTO
Date: 5-7-18

SIGNED AND DELIVERED
For Supplier (as set out in Addendum 1)


(Signature)
Name: _____
Title: _____
Date: _____



PURCHASE ORDER

PO NO: 30120000907	ISSUE DATE: 05-JUL-19
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BUYER DETAILS

COMPANY NAME: IIFL Wealth Management Limited	PHONE:
ADDRESS : IIFL Centre ,Kamala Mills, ,Lower Parel(W) ,IN	
EMAIL :	
GSTIN : 27AABCI8294C1ZH	

SUPPLIER DETAILS

CODE: 53054	QUOTATION REF:
NAME: Connectivity IT Solutions Private Limited	PHONE:
ADDRESS: OFFICE NO. 606-608, ECO STAR, VISHWESHWAR ROAD, NEAR UDIPU HOTEL, ,MUMBAI ,Maharashtra ,IN	
EMAIL :	

BILLING ADDRESS : IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN
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Dear Sir/Madam,

We are pleased to place an order for the following:

PRODUCT DETAILS

ITEM CODE	DESCRIPTION	UOM	QTY	RATE	TOTAL	VAT	CST	ST	OTHER TAXES	GRAND TOTAL
	CON-ECMUUWL11XS1 SWSS UPGRADES CUWL Standard 11.x Users - Service Use for 12 months	Lumpsu m	1.00	1,427.9 8	1,427. 98					1,427.98
	CON-SNTCP8811K9 SNTC-8X5XNBD Cisco IP Phone 8811 Series for 12 months	Lumpsu m	30.00	487.87	14,636 .10					14,636.10
	CON-ECMULICXENHA SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und for 12 months	Lumpsu m	80.00	943.27	75,461 .60					75,461.60
	CON-ECMULICXBASA SWSS UPGRADES UC Manager-11.x Basic Single User-Under for 12 months	Lumpsu m	30.00	586.87	17,606 .10					17,606.10
	CON-SNTCP7821K9 SNTC-8X5XNBD Cisco UC Phone 7821 for 12 months	Lumpsu m	30.00	304.92	9,147. 60					9,147.60
TOTAL PURCHASE ORDER VALUE										1,18,279.38
RUPEES: One Lakh Eighteen Thousand Two Hundred Seventy-Nine And Thirty-Eight only										

DELIVERY DETAILS

Item Code	DESCRIPTION	LOCATION	LOCATION ADDRESS	EMAIL	QUANTITY
	CON-ECMULICXBASA SWSS UPGRADES UC Manager-11.x Basic Single User-Under for 12 months	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		30.00
	CON-SNTCP8811K9 SNTC-8X5XNBD Cisco IP Phone 8811	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		30.00



PRIVATE WEALTH MANAGEMENT

	Series for 12 months				
	CON- ECMULICXENHA SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und for 12 months	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		80.00
	CON- ECMUUWL11XS1 SWSS UPGRADES CUWL Standard 11.x Users - Service Use for 12 months	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		1.00
	CON-SNTCP7821K9 SNTC-8X5XNBD Cisco UC Phone 7821 for 12 months	301-Maharashtra	IIFL CENTRE ,KAMALA CITY ,S B MARG ,IN		30.00

ANNEXURE ATTACHED:

TERMS & CONDITIONS

DELIVERY INSTRUCTIONS

THE ANNEXURES FORM INTEGRAL PART OF THE PURCHASE ORDER

ADDITIONAL COMMENTS :

PAYMENT TERMS : Payment Submission of Original Invoice

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Kind Attn: Mr. Ramakant Chavan / Ms. Amrula Chavan India Infoline Limited
IIFL House, Plot No 23, Road No 16V, Wagale Estate, Thane (W). -
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- 6.2. The Supplier's employees, agents or sub-contractors ("Personnel") may work at IIFL sites from time to time as IIFL require. The Supplier will indemnify IIFL on written demand in respect of all losses, damages, costs and expenses and other liabilities (including legal fees, disbursements and expenses) incurred by or awarded against IIFL in connection with the acts or omissions of the Personnel. IIFL reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in IIFL's opinion, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing IIFL's own staff. The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations hereunder.
- 6.3. Nothing in this Agreement shall be construed as creating any contractual or other relationship between IIFL and any personnel of the Service Provider, nor any obligation on the part of IIFL to pay or see to the payment of any money due to any personnel.
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7. PROPRIETARY RIGHTS LIABILITY

- 7.1. If any allegation should be made or any claim asserted against IIFL that its receipt, use or possession of the Products, or any part thereof, or any other materials provided to IIFL relating to any Products or pursuant to this Order is a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark or any application therefor, the Supplier will indemnify IIFL against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses (including legal fees) which arise directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by IIFL. The Supplier shall either:
 - (a) procure for IIFL the right to continue using the infringing Products; or
 - (b) modify or replace the Products so that they become non-infringing.



provided that in either case, the Products shall continue to meet IIFL's requirements and any specifications stipulated in this Order and the Supplier shall avoid or reduce insofar as possible any interruption to IIFL's business operations.

7.2. Should neither option avoid the allegation or claim referred to in this Term 6, then IIFL may at its option return the Products to the Supplier and, without prejudice to the indemnity in this Term 5, the Supplier shall refund in full the purchase price paid by IIFL for the relevant Products.

8. DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS AND IPR

If the production or provision of any Products involves research and/or development and/or IPR which is wholly or partly funded by IIFL then, on their creation, the Supplier shall either assign to IIFL with full title guarantee, title to and all rights and interest in all intellectual property or other rights in the results thereof or shall procure that the owner of such rights assigns them to IIFL on the same basis.

9. CONFIDENTIALITY AND PUBLICITY

It is anticipated that each Party (the "Disclosing Party") may disclose confidential and/or proprietary information to the other Party (the "Recipient").

9.1. The Recipient will treat as confidential, for so long as such information remains Confidential Information, any information disclosed to or obtained by it from the Disclosing Party, whether disclosed or obtained before or after the Effective Date, which relates to the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates, including, without limitation, information relating to the services, software, products, data, research, development, Intellectual Property, customers, technology, systems, either Parties potential strategies or other business information respecting the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates (the "Confidential Information") subject to the terms and conditions of this clause.

9.2. "Confidential Information" shall not include (i) information which is publicly available at the time of Recipient's receipt thereof from the Disclosing Party, (ii) information which, after Recipient's receipt thereof from the Disclosing Party, becomes publicly available through no act or fault of Recipient; (iii) information which can be shown, was lawfully in Recipient's possession prior to the receipt thereof from the Disclosing Party; (iv) information which at the time it was received in good faith by Recipient from an independent third party was lawfully in possession of such third party and under no obligation of secrecy; and (v) information which is approved for release by the Disclosing Party without restriction. Further, either Party may disclose that it has entered into this relationship or generally that a client-vendor relationship exists, but beyond general disclosures, written permission must be obtained from the other Party.

9.3. Neither Party shall use or disclose any Confidential Information of the other Party, or use the other Party's Confidential Information except:

- (a) to perform its obligations under this Agreement
- (b) to the extent the Recipient is compelled by the law of India to disclose such Confidential Information provided that such Recipient shall use reasonable efforts to give advance notice of such compelled disclosure to the disclosing Party, and shall cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information
- (c) to its directors, officers, or employees on a need-to-know basis provided that such persons are made sufficiently aware of the Recipients' confidentiality obligations under this Agreement.

9.4. The Recipient covenants and agrees to use the Confidential Information only for the purposes contemplated by this Agreement and to disclose Confidential Information only to the extent necessary and in accordance with the terms of this Agreement and further agrees that none of the Confidential Information shall be used in any way detrimental to the Disclosing Party.

9.5. The Recipient agrees to advise its directors, officers, employees and agents (if any) of its obligations hereunder to the extent they have exposure to the Confidential Information or otherwise receive such information and to ensure compliance by such persons with the terms hereof.

9.6. At any time upon the request of the Disclosing Party, and in any event upon termination of this Agreement, unless otherwise mutually agreed to by the Parties, the Recipient shall destroy or return to the Disclosing Party all documents and materials provided by the Disclosing Party, together with any copies or notes derived there from.

9.7. The Recipient shall indemnify and hold the Disclosing Party harmless from and against all losses and damages of any nature and kind suffered by the Disclosing Party (including legal costs and attorneys fees) as a result of any breach by the Recipient of the terms and covenants of the terms contained in this Agreement.

9.8. The mutual obligations under this Clause 9 shall survive termination or expiration of the Agreement.

10. TERMINATION OF ORDER

IIFL will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Supplier, if the Supplier:

- (a) is unable to pay its debts or becomes insolvent;
- (b) is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);
- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally; or
- (e) is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.
- (f) Fails to deliver the Equipments within 30 days from the committed Delivery Date set out in this Agreement or the Purchase Order as the case may be.
- (g) if the Supplier is in material breach of this Agreement (being a single event or a series of events) and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 15 (fifteen) days of receiving written notice requiring it to do so.
- (h) If any act or omission of the Supplier results in any Regulator notifying IIFL that it may consider withdrawing any IIFL licence and the Supplier has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from that Regulator (as applicable);
- (i) for convenience at any time on giving not less than 30 (thirty) days' notice, provided that IIFL shall pay to the Supplier all outstanding undisputed Fees (apportioned on a daily basis and less any Service Credits) relating to the work undertaken by the Supplier up until the date of such termination subject always to the Supplier's duty to mitigate its loss and to the Supplier providing IIFL with a full breakdown of all Fees;
- (j) if a Force Majeure Event persists for more than 30 (thirty) days;

11. ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of this Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents whilst on IIFL's premises shall comply with IIFL's health and safety, security and system security rules and procedures where appropriate.



12. WARRANTY

12.1. The Supplier warrants that all Products delivered under this Order: (a) shall be fit for their purpose and of satisfactory quality; (b) conform and comply in all respects with all statutory requirements and regulations currently in place or hereafter applicable in India; (c) correspond with any relevant description or specification (including any description or specification set out in the purchase order overleaf); (d) will not cause any deterioration in the functionality of any IIFL equipment; and (e) will not infringe any third party rights of any kind. The Supplier hereby indemnifies IIFL against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against IIFL in connection with any breach of this warranty.

12.2. Warranty for the Products as being purchased under this Order shall be as set out in Addendum 1. Warranty period shall start from the date of installation and acceptance of Products / Services.

13. REGULATORY INDEMNITY

The Supplier will be solely liable for all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against IIFL, any member of the IIFL Group or their respective directors, officers, agents, employees, members, subsidiaries and successors in interest (together the "Indemnified Persons") in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements in any jurisdiction from which the Products are provided. The Supplier will hold harmless each of the Indemnified Persons and indemnify each Indemnified Person on written demand in respect of all losses, damage, costs, expenses and liabilities (including legal fees) incurred by or awarded against an Indemnified Person in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements.

14. RELATIONSHIP

Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. The Supplier acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of IIFL or any subsidiary or affiliate of IIFL.

15. AMENDMENT and ASSIGNMENT

IIFL may, at its option, assign, transfer or novate all its rights, title, interests and obligations under this Agreement to any of its affiliates, subsidiaries or group companies without prior consent of the Seller by giving a written notice 7 days subsequent to the assignment contemplated in this clause stating that the assignee agrees to be bound by the terms of this Agreement. The Seller shall not have the right to assign this Agreement. However, in the event, the Seller assigns its right, inspite of not authorised to do the same, IIFL reserves its right to terminate the Agreement immediately. Further, the Seller agrees to indemnify IIFL for any losses, damages, claims, costs arises due to any assignment carried out by the Seller.

This Agreement shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties

16. NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses overleaf or sent by first class mail or may be served by facsimile to the number overleaf with confirmation by first class mail in which event notice shall be deemed served on receipt by the sender of such confirmation or may be served by electronic mail and such notice shall be deemed served upon receipt of such electronic mail on the email id of the authorised person.

17. LAW

17.1. This Order shall be governed by and interpreted in accordance with Indian law but without prejudice to IIFL's right to take proceedings against the Supplier in other jurisdictions.

17.2. Dispute Resolution

17.3. i) Any Dispute shall be referred to the Senior Official of the Supplier and a Head of the concerned Department for IIFL who will attempt to settle it by negotiation. If these representatives are unable to settle any Dispute by negotiation within 30 days, the parties may consider referring the dispute to arbitration. Any reference to arbitration shall be made in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a single arbitrator mutually appointed by the parties. The mediation shall be conducted in Mumbai in English. Mediation is without prejudice to the rights of the parties in any future proceedings. ii) Neither party shall be obliged to follow the procedures set out in the clause above where that party intends to apply for injunctive relief against the other, provided that there is no delay in the prosecution of that application. iii) Without prejudice to either party's right to seek redress in court, the Supplier shall continue to provide the Services and to perform its other obligations under this Purchase Order and IIFL shall continue to provide its obligations under this Purchase Order notwithstanding any Dispute or the implementation of the procedure described in this clause.

18. Additional Terms

The terms and conditions in addition or supersession to the ones contained in this Term are set out in Addendum 1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

SIGNED AND DELIVERED
For IIFL Wealth Management Limited

(Signature)
Name: Abhishek Bhambhani
Title: CTO
Date: 5-7-19

SIGNED AND DELIVERED
For Supplier (as set out in Addendum 1)

(Signature)
Name: _____
Title: _____
Date: _____



PURCHASE ORDER

PO NO: 30120000906

ISSUE DATE: 05-JUL-19

BUYER DETAILS

COMPANY NAME: IIFL Wealth Management Limited	PHONE:
ADDRESS : IIFL Centre, Kamala Mills, Lower Parel(W), IN	
EMAIL :	
GSTIN : 27AABCI8294C1ZH	

SUPPLIER DETAILS

CODE: 53054	QUOTATION REF:
NAME: Connectivity IT Solutions Private Limited	PHONE:
ADDRESS: OFFICE NO. 606-608, ECO STAR, VISHWESHWAR ROAD, NEAR UDIPU HOTEL, MUMBAI, Maharashtra, IN	
EMAIL :	

BILLING ADDRESS : IIFL CENTRE, KAMALA CITY, S B MARG, IN

Dear Sir/Madam,

We are pleased to place an order for the following:

PRODUCT DETAILS

ITEM CODE	DESCRIPTION	UOM	QTY	RATE	TOTAL	VAT	CST	ST	OTHER TAXES	GRAND TOTAL
	NEW-UWL11X-STD NEW-UWL11X-STD	Lumpsum	1.00	6,177.60	6,177.60					6,177.60
	LIC-CUCM11X-BAS-A UC Manager-11.x Basic Single User License	Lumpsum	30.00	2,376.00	71,280.00					71,280.00
	LIC-CUCM11X-ENH-A UC Manager-11.x Enhanced Single User License	Lumpsum	80.00	3,991.68	3,193.34					3,19,334.40
TOTAL PURCHASE ORDER VALUE										3,96,792.00
RUPEES: Three Lakh Ninety-Six Thousand Seven Hundred Ninety-Two only										

DELIVERY DETAILS

Item Code	DESCRIPTION	LOCATION	LOCATION ADDRESS	EMAIL	QUANTITY
	LIC-CUCM11X-ENH-A UC Manager-11.x Enhanced Single User License	301-Maharashtra	IIFL CENTRE, KAMALA CITY, S B MARG, IN		80.00
	LIC-CUCM11X-BAS-A UC Manager-11.x Basic Single User License	301-Maharashtra	IIFL CENTRE, KAMALA CITY, S B MARG, IN		30.00
	NEW-UWL11X-STD NEW-UWL11X-STD	301-Maharashtra	IIFL CENTRE, KAMALA CITY, S B MARG, IN		1.00

ANNEXURE ATTACHED:

TERMS & CONDITIONS

DELIVERY INSTRUCTIONS

THE ANNEXURES FORM INTEGRAL PART OF THE PURCHASE ORDER

ADDITIONAL COMMENTS :

PAYMENT TERMS : Payment Submission of Original Invoice





1. SOLE AGREEMENT

Unless otherwise agreed in writing, these terms ("Terms" and each a "Term"), Addendum, Annexures, Schedules, Amendments and the purchase order overleaf (together the "Order" or "Agreement") represents the only conditions upon which India Infine Limited ("IIFL") has placed Order for the items / services specified overleaf ("Products" or "Services" as applicable) from the person to whom this Order is addressed ("Supplier"). The details of the Supplier are set out in Addendum 1 to these Terms.

2. SUPPLY OF PRODUCTS / SERVICES:

Subject to the terms and conditions of this Order, Supplier shall supply to IIFL the Products / Services (as applicable). Products / Services shall be supplied by Supplier according to the Product's specifications / Service description as specified in this Order.

3. CONFORMITY WITH ORDER

Products / Services shall conform strictly with this Order. IIFL has right to reject the Products / Services in the event the same is not in conformity with specification / Service description as set forth in the Order. The Supplier shall submit the duly executed Order to IIFL within 2 working days from the date of receipt of the Order failure to which IIFL shall have rights to hold the payments.

4. DELIVERY AND TITLE

- 4.1. The delivery dates and address/es are those specified in this Order. Time shall be of the essence in respect of the Supplier's obligations under this Order.
- 4.2. Partial delivery of Products under this Purchase Order is not allowed. However, in case of partial delivery (if allowed in this Purchase Order), any extra charges which become payable due to partial shipment, incorrect shipment, short shipment, incorrect packing etc. shall be borne by Supplier.
- 4.3. Supplier shall deliver all Products / Services as set out in Addendum 1.
- 4.4. Supplier shall complete installation / implementation of Products / Services as set out in Addendum 1.
- 4.5. The Supplier will not be excused delay in delivery or performance except due to force majeure events only subject to the Supplier having notified IIFL in writing on becoming aware of such circumstances. IIFL may terminate this Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in IIFL's absolute opinion, significant.
- 4.6. Title to Products and risk of loss or damage to Products shall pass to IIFL on delivery, free from any third party rights or interests.
- 4.7. If, on delivery, the Products / Services do not conform to this Order, then IIFL may reject the Products / Services and the Supplier shall, at its sole expense, either promptly rectify any defects or, at IIFL's option, supply appropriate replacement Products / Services. Products shall be subject to such testing and/or inspection as IIFL may consider necessary.
- 4.8. For delayed delivery of Product(s)/Service(s) (with reference to delivery date as set forth in this Order), Supplier payments shall be subject to penalty as set out in Addendum 1.

5. PRICE AND PAYMENT

- 5.1. Total Order value and currency of payment is set out in Addendum 1. Prices specified in this Order cannot be increased.
- 5.2. Details of applicable taxes on Order value are set out in Addendum 1.
- 5.3. The Supplier shall submit the invoice within maximum of 03 working days from date of delivery of Products ("Invoice Due Date"). In the event the Supplier raises invoices but has not submitted the executed Purchase Order as set out in clause above, IIFL shall not be liable to process the said invoice till the executed Purchase Order is submitted by the Supplier.
- 5.4. Payment for the Products shall be made by IIFL against a correct & format invoice from the Supplier as set out in Addendum 1.
- 5.5. Invoices shall be posted to the address stated below. Payment of the Supplier's invoices will be made by IIFL in the currency as stated in the Purchase Order.

Kind Attn: Mr. Rakesh Chavhan / Ms. Anmita Chavhan India Infine Limited
IIFL, House, Plot No 23, Road No 16V, Wagale Estate, Thane (W). -
400601

- 5.6. IIFL shall have right to withhold the payment of invoice in the event of any breach of this Agreement and any delay in rectifying the defect in Products and replacement of Products or delay/ deficiency in delivery of Services.

6. PERSONNEL

- 6.1. The Supplier warrants, represents and undertakes on an on-going basis that its obligations hereunder will be performed by a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel and in accordance with good industry practice.
- 6.2. The Supplier's employees, agents or sub-contractors ("Personnel") may work at IIFL sites from time to time as IIFL require. The Supplier will indemnify IIFL on written demand in respect of all losses, damages, costs and expenses and other liabilities (including legal fees, disbursements and expenses) incurred by or awarded against IIFL in connection with the acts or omissions of the Personnel. IIFL reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in IIFL's opinion, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing IIFL's own staff. The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations hereunder.
- 6.3. Nothing in this Agreement shall be construed as creating any contractual or other relationship between IIFL and any personnel of the Service Provider, nor any obligation on the part of IIFL to pay or see to the payment of any money due to any personnel.
- 6.4. The Supplier agrees and confirms that all the provisions applicable to the Supplier in relation to its personnel shall also be ipso facto applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Supplier shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees, for all purposes and intents.

7. PROPRIETARY RIGHTS LIABILITY

- 7.1. If any allegation should be made or any claim asserted against IIFL that its receipt, use or possession of the Products, or any part thereof, or any other materials provided to IIFL relating to any Products or pursuant to this Order is a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark or any application therefor, the Supplier will indemnify IIFL against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses (including legal fees) which arise directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by IIFL. The Supplier shall either:
 - (a) procure for IIFL the right to continue using the infringing Products; or
 - (b) modify or replace the Products so that they become non-infringing.



PRIVATE WEALTH MANAGEMENT

provided that in either case, the Products shall continue to meet IIFL's requirements and any specifications stipulated in this Order and the Supplier shall avoid or reduce insofar as possible any interruption to IIFL's business operations.

7.2. Should neither option avoid the allegation or claim referred to in this Term 6, then IIFL may at its option return the Products to the Supplier and, without prejudice to the indemnity in this Term 6, the Supplier shall refund in full the purchase price paid by IIFL for the relevant Products.

8. DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS AND IPR

If the production or provision of any Products involves research and/or development and/or IPR which is wholly or partly funded by IIFL then, on their creation, the Supplier shall either assign to IIFL, with full title guarantee, title to and all rights and interest in all intellectual property or other rights in the results thereof or shall procure that the owner of such rights assigns them to IIFL on the same basis.

9. CONFIDENTIALITY AND PUBLICITY

It is anticipated that each Party (the "Disclosing Party") may disclose confidential and/or proprietary information to the other Party (the "Recipient").

9.1. The Recipient will treat as confidential, for so long as such information remains Confidential Information, any information disclosed to or obtained by it from the Disclosing Party, whether disclosed or obtained before or after the Effective Date, which relates to the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates, including, without limitation, information relating to the services, software, products, data, research, development, Intellectual Property, customers, technology, systems, either Parties potential strategies or other business information respecting the Disclosing Party and/or any of its subsidiaries, joint venture entities or Affiliates (the "Confidential Information") subject to the terms and conditions of this clause.

9.2. "Confidential Information" shall not include (i) information which is publicly available at the time of Recipient's receipt thereof from the Disclosing Party, (ii) information which, after Recipient's receipt thereof from the Disclosing Party, becomes publicly available through no act or fault of Recipient, (iii) information which can be shown, was lawfully in Recipient's possession prior to the receipt thereof from the Disclosing Party, (iv) information which at the time it was received in good faith by Recipient from an independent third party was lawfully in possession of such third party and under no obligation of secrecy, and (v) information which is approved for release by the Disclosing Party without restriction. Further, either Party may disclose that it has entered into this relationship or generally that a client-vendor relationship exists, but beyond general disclosures, written permission must be obtained from the other Party.

9.3. Neither Party shall use or disclose any Confidential Information of the other Party, or use the other Party's Confidential Information except:

- (a) to perform its obligations under this Agreement
- (b) to the extent the Recipient is compelled by the law of India to disclose such Confidential Information provided that such Recipient shall use reasonable efforts to give advance notice of such compelled disclosure to the disclosing Party, and shall cooperate with the Disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information
- (c) to its directors, officers, or employees on a need-to-know basis provided that such persons are made sufficiently aware of the Recipient's confidentiality obligations under this Agreement.

9.4. The Recipient covenants and agrees to use the Confidential Information only for the purposes contemplated by this Agreement and to disclose Confidential Information only to the extent necessary and in accordance with the terms of this Agreement and further agrees that none of the Confidential Information shall be used in any way detrimental to the Disclosing Party.

9.5. The Recipient agrees to advise its directors, officers, employees and agents (if any) of its obligations hereunder to the extent they have exposure to the Confidential Information or otherwise to receive such information and to ensure compliance by such persons with the terms hereof.

9.6. At any time upon the request of the Disclosing Party, and in any event upon termination of this Agreement, unless otherwise mutually agreed to by the Parties, the Recipient shall destroy or return to the Disclosing Party all documents and materials provided by the Disclosing Party, together with any copies or notes derived therefrom.

9.7. The Recipient shall indemnify and hold the Disclosing Party harmless from and against all losses and damages of any nature and kind suffered by the Disclosing Party (including legal costs and attorney's fees) as a result of any breach by the Recipient of the terms and covenants of the terms contained in this Agreement.

9.8. The mutual obligations under this Clause 9 shall survive termination or expiration of the Agreement.

10. TERMINATION OF ORDER

IIFL will have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the Supplier, if the Supplier:

- (a) is unable to pay its debts or becomes insolvent;
- (b) is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);
- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally; or
- (e) is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.
- (f) fails to deliver the Deliverables within 30 days from the committed Delivery Date set out in this Agreement or the Purchase Order as the case may be.
- (g) if the Supplier is in material breach of this Agreement (being a single event or a series of events) and either such breach is not capable of remedy or, if the breach is capable of remedy, the Supplier has failed to remedy such breach within 15 (fifteen) days of receiving written notice requiring it to do so.
- (h) if any act or omission of the Supplier results in any Regulator notifying IIFL that it may consider withdrawing any IIFL licence and the Supplier has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from that Regulator (as applicable);
- (i) for convenience at any time (not giving less than 30 (thirty) days' notice, provided that IIFL shall pay to the Supplier all outstanding undisputed Fees (apportioned on a daily basis and less any Service Credits) relating to the work undertaken by the Supplier up until the date of such termination subject always to the Supplier's duty to mitigate its loss and to the Supplier providing IIFL with a full breakdown of all Fees);
- (j) if a Force Majeure Event persists for more than 30 (thirty) days;

11. ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of this Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents whilst on IIFL's premises shall comply with IIFL's health and safety, security and system security rules and procedures where appropriate.



PRIVATE WEALTH MANAGEMENT

12. WARRANTY

12.1. The Supplier warrants that all Products delivered under this Order: (a) shall be fit for their purpose and of satisfactory quality; (b) conform and comply in all respects with all statutory requirements and regulations currently in place or hereafter applicable in India; (c) correspond with any relevant description or specification (including any description or specification set out in the purchase order or letter); (d) will not cause any deterioration in the functionality of any IIFL equipment; and (e) will not infringe any third party rights of any kind. The Supplier hereby indemnifies IIFL against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against IIFL in connection with any breach of this warranty.

12.2. Warranty for the Products as being purchased under this Order shall be as set out in Addendum 1. Warranty period shall start from the date of installation and acceptance of Products / Services.

13. REGULATORY INDEMNITY

The Supplier will be solely liable for all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against IIFL, any member of the IIFL Group or their respective directors, officers, agents, employees, members, subsidiaries and successors in interest (together the "Indemnified Persons") in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements in any jurisdiction from which the Products are provided. The Supplier will hold harmless each of the Indemnified Persons and indemnify each Indemnified Person on written demand in respect of all losses, damage, costs, expenses and liabilities (including legal fees) incurred by or awarded against an Indemnified Person in connection with any proceedings, claim or action against an Indemnified Person resulting from a breach by the Supplier of any legal and regulatory requirements.

14. RELATIONSHIP

Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. The Supplier acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of IIFL or any subsidiary or affiliate of IIFL.

15. AMENDMENT and ASSIGNMENT

IIFL may, at its option, assign, transfer or novate all its rights, title, interests and obligations under this Agreement to any of its affiliates, subsidiaries or group companies without prior consent of the Seller by giving a written notice 7 days subsequent to the assignment contemplated in this clause stating that the assignee agrees to be bound by the terms of this Agreement. The Seller shall not have the right to assign this Agreement. However, in the event, the Seller assigns its right, despite of not authorised to do the same, IIFL reserves its right to terminate the Agreement immediately. Further, the Seller agrees to indemnify IIFL for any losses, damages, claims, costs and expenses due to any assignment carried out by the Seller.

This Agreement shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties.

16. NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses overleaf or sent by first class mail or may be served by facsimile to the number overleaf with confirmation by first class mail in which event notice shall be deemed served on receipt by the sender of such confirmation or may be served by electronic mail and such notice shall be deemed served upon receipt of such electronic mail on the email id of the authorised person.

17. LAW

17.1. This Order shall be governed by and interpreted in accordance with Indian law but without prejudice to IIFL's right to take proceedings against the Supplier in other jurisdictions.

17.2. Dispute Resolution

17.3. i) Any Dispute shall be referred to the Senior Official of the Supplier and a Head of the concerned Department for IIFL who will attempt to settle it by negotiation. If these representatives are unable to settle any Dispute by negotiation within 30 days, the parties may consider referring the dispute to arbitration. Any reference to arbitration shall be made in accordance with the Arbitration and Conciliation Act, 1996. The arbitration will be conducted by a single arbitrator mutually appointed by the parties. The mediation shall be conducted in Mumbai in English. Mediation is without prejudice to the rights of the parties in any future proceedings. ii) Neither party shall be obliged to follow the procedures set out in the clause above where that party intends to apply for injunctive relief against the other, provided that there is no delay in the prosecution of that application. iii) Without prejudice to either party's right to seek redress in court, the Supplier shall continue to provide the Services and to perform its other obligations under this Purchase Order and IIFL shall continue to provide its obligations under this Purchase Order notwithstanding any Dispute or the implementation of the procedure described in this clause.

18. Additional Terms

The terms and conditions in addition or supersession to the ones contained in this Term are set out in Addendum 1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

SIGNED AND DELIVERED
For IIFL Wealth Management Limited

(Signature)
Name: Abhishek Chaudhary
Title: COO - IIFLWM
Date: 5-7-2017

SIGNED AND DELIVERED
For Supplier (as set out in Addendum 1)

(Signature)
Name: _____
Title: _____
Date: _____