

Amendment To
Purchase Order

Vendor Address
CONNECTIVITY IT SOLUTIONS PVT LTD 10TH MAIN,BANASHANKARI 2ND STAGE NO. 1877, 1ST FLOOR, 31ST CROSS, 560070 BANGALORE INDIA KARNATAKA INDIA Supplying GST: 29AAGCC1283L1ZC

Deloitte Bill To/Ship To Address
Deloitte Shared Services India LLP One International Center Tower 3, 32nd Floor 400013 MUMBAI INDIA GST NO: 27AAMFD3913B1ZR Place Of Supply: Maharashtra

Information	
Purchase Order No/Date	4500034986/19.05.2025
PO Version No/Date	2/11.06.2025
Vendor Code	4014155
Payment Terms	Pay within 30 Days
Buyer	Krutika K (IT)
Phone	912268153672
Your Reference	
Our Reference	
Delivery Date	02.06.2025

Item	Material/Service Number Material/Service Description	Quantity	UOM	Net Price In Indian Rupee	Net Amount In Indian Rupee
1	3033598 N9K-C93240YC-FX2 Sr no:-1;particular:-N9K-C93240YC-FX2;Quantity:-2 Unit rate:-50,000 Total Amount:-1,00,000	2.00	Number(s)	50,000.00	100,000.00
2	3033599 GLC-TE Sr no:-2;particular:-GLC-TE;Quantity:-12 ;Unit rate:-500 Total Amount:-6000.	12.00	Number(s)	500.00	6,000.00
3	3033690 QSFP-100G-SR4-S Sr no:-3;particular:-QSFP-100G-SR4-S;Quantity:-12 ;Unit rate:-19,000;QSFP-100G-SR4-S	12.00	Number(s)	19,000.00	228,000.00
4	3034093 SFP-25G-SR-S **** Service added **** Sr no:-4;part code:-SFP-25G-SR-S; decription :- SFP-25G-SR-S Quantity:-8 ;Unit rate:-1,000;Net amount:-8,000.00 **** Description changed **** Old Value: SFP-10G-SR= New Value: SFP-25G-SR-S **** Text changed ****	8.00	Number(s)	1,000.00	8,000.00
5	3034094	4.00	Number(s)	2,000.00	8,000.00

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Item	Material/Service Number Material/Service Description	Quantity	UOM	Net Price In Indian Rupee	Net Amount In Indian Rupee
6	SFP-10G-LR-S **** Service added **** Sr no:-5;part code :-SFP-10G-LR-S ;Decsription :- SFP-10G-LR-S Quantity:-4 ;Unit rate:-1,000;Net amount:-8,000.00 **** Description changed **** Old Value: SFP-10G-LR= New Value: SFP-10G-LR-S **** Text changed **** 3033637 Implementation Sr no:-6;particular:-Implementation;Quantity:-1 ;Unit rate:-1,00,00 Net amount:-1,00,000/-	1.00	Number(s)	100,000.00	100,000.00
				Grand Total	450,000.00

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Purchase Order T & C

Payment Within 30 days

Mailing Address

Deloitte Touche Tohmastu India LLP.
One International Center, Tower 3,
27th Floor, Senapati Bapat Rd.,
Elphinstone Rd.(W), Mumbai # 400 013
Contact Person:- Mr. Kailas Pongde
Tel:- 022 61855277/6833/6218

Standard Terms & Conditions

- Terms:** These terms and conditions (**T&C**) together with its contract(s), specifications, manuals, and material that describe the products and/or services (**Items**) and purchase order/ work order (**Purchase Order**) including the Rate Contract (as defined below) together comprise the contract (**Contract**) between: (a) the party supplying the Items (**Supplier**) and the party procuring the Items (**Purchaser**).
- Additional Terms:** The Contract shall come into effect from the date of issuance of the Purchase Order and shall not be modified by any other document including any additional terms and conditions or documents (including any clickthrough/clickwrap or other online agreement) that the Supplier may either contemporaneously or subsequently provide to the Purchaser or require the Purchaser to agree in relation to the Items. The Supplier expressly agrees that none of such terms and conditions or documents will apply even if agreed to by or on behalf of the Purchaser. However, notwithstanding the foregoing, in the event Supplier and Purchaser contemporaneously or subsequently execute a formal agreement in relation to the Items, then the Contract and such formal agreement shall be read and interpreted harmoniously and that to the extent of any conflict the more stringent requirement or terms on the Supplier shall apply.
- Amendment and Waiver:** The Contract may be modified or amended only by the Purchaser (including where the Supplier requests any change in writing). A party shall not be considered to have waived its right unless it has expressly agreed to in writing in each case.
- Prices:** Where the Contract sets out the supply of the Items for a specified period, then the prices for the Items (**Fees**) shall apply for the whole of such term and shall not increase unless and until the Purchaser agrees in writing. Supplier shall promptly inform the Purchaser of all quantity and other discounts, price reductions, and promotions available from Supplier for which Purchaser is or may become eligible in respect of the Items and shall promptly pass them on to the Purchaser. The Fees set out in the Contract are the whole of the amounts payable by the Purchaser to the Supplier for the Items and there are no additional amounts payable.
- Invoices:** (a) Fees for the items will be calculated as per the rates set out in the rate contract in the format prescribed under Annexure A (**Rate Contract**). (b) The Supplier will raise invoices monthly in arrears, usually by the 10th day of each month, unless otherwise agreed in writing. (c) Invoices are payable within one month of receipt, unless otherwise agreed in writing, provided they are correctly rendered and are complete. (d) If the Purchaser disputes any part of an invoice, it will notify the Supplier within a reasonable time. The Purchaser will pay all undisputed amounts on time and both parties will resolve disputes in good faith. (e) The Purchaser is not liable to pay any other sums of money beyond the fees stated in the Contract, nor for Items not effectively provided or where the Supplier is in breach of the Contract. (f) Invoices must be submitted immediately upon completion of the Defect Liability Period. The acceptance of items begins only upon completion of this period and upon the acceptance of the invoice by the Purchaser. "Defect Liability Period" is the period during which the Items can be returned or rejected by the Purchaser if found to be unfit or deficient as specified under the Contract.
- Taxes:** (a) The Purchaser can deduct taxes and related levies as required by law from payments to the Supplier. (b) The Supplier must comply with Goods and Services Tax (**GST**) requirements, including timely issuance of invoices, uploading details

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on the GSTIN portal, and making payments to the government. The Supplier will provide necessary GST details to the Purchaser and maintain prescribed records. (c) The Supplier agrees to indemnify the Purchaser for any loss, including tax loss, interest, penalty, and reasonable costs or expenses, including attorneys fees for Supplier's non-compliance or non-cooperation with compliance of GST requirements. (d) In case of any successor legislation, the provisions will apply accordingly.

7. Notice of Delay: Whenever any event or circumstance impacts or threatens to impact the timely performance of Supplier's obligations under the Contract, Supplier shall immediately notify the Purchaser in writing of all relevant information with respect to such event or circumstance. In such event or circumstance, the Purchaser shall have the right, in its sole discretion, to (a) request the delivery of substitute services available from Supplier, (b) terminate any part of the relevant Contract, (c) obtain substitute services from another source or (d) await late delivery of the services, in each case without liability to Purchaser under the Contract. No such notification from Supplier or election by such Purchaser shall release Supplier from any liability.

8. Delivery and Acceptance: Receiving or paying for Items doesn't mean the Purchaser accepts or waives any of its rights either under warranty or law or contract. The Purchaser may at its option reject, return, or ask the Supplier to fix any items that don't meet the Contract requirements, at the Supplier's expense. The Supplier must fix or replace any non-conforming Items within 15 days of notice from the Purchaser and cover all return expenses, including transportation and customs. If items are defective or don't meet contractual requirements, the Purchaser may (i) cancel the Contract as to such items; (ii) accept them at a reduced price or (iii) reject them and ask for replacements. Further In case of delayed delivery, the Supplier is obliged to pay to the Purchaser a late fee of 1% for each commenced week of delay; however, such late fee shall not be more than 10% of the total value of the Contract. The Supplier is responsible for all return expenses, including transportation and customs. Unless otherwise stated expressly by Purchaser in writing on or before the delivery date, the Supplier must deliver all items in one lot with all necessary documents intended by manufacturer to be part of the products. For international shipments, the Supplier shall: (i) comply with and be responsible for handling all export and import formalities, including licenses, duties, and taxes, and provide all shipping documents to the Purchaser; (ii) For domestic shipments, the Supplier must provide all shipping documentation and transfer title to products upon delivery and acceptance by the Purchaser at the final destination indicated by the Purchaser in the Contract. For hazardous products or services (including any potentially hazardous one s), the Supplier must provide safety data and information to comply with local environmental, health, and safety laws.

9. Title and Risk of Loss: Title and risk of loss for products (if any) purchased under the Contract pass to the Purchaser upon Purchaser's acceptance and Supplier's delivery at the specified destination. The Supplier must maintain adequate insurance to cover any loss until the Purchaser accepts the delivery.

10. Warranties: Supplier warrants that (a) all Items delivered will conform to Purchaser's specifications, be free from material defects, be merchantable, conform to documentation, be safe for normal use, and be free of liens; (b) Items will be fit for that purpose; (c) it has the rights to license any Items to Purchaser and will perform services professionally with qualified personnel, adhering to industry standards and Purchaser's instructions; (d) it will provide all manufacturer's warranties and necessary documentation at no charge; and (e) it will indemnify Purchaser from any loss due to failure to (i) pass on warranties or (ii) to fulfill its obligations outlined in this clause. **Guarantee:** If, in the reasonable opinion of Purchaser, Supplier has provided unsatisfactory Items that do not conform to the requirements as outlined in this clause, Warranties, Supplier shall waive all or part of the fees for services or all or part of the unit price for products. Such reduction in fees for services or unit price for products shall be at Purchaser's sole discretion, provided that Purchaser provides notice of such determination within thirty (30) days of receipt of an invoice.

11. Rejection: If any Items provided under the Contract are found to be defective or not meeting the Contract requirements within a reasonable time after delivery, the Purchaser, in addition to any other rights, remedies and choices it may have by law, contract or equity, and in addition to seeking recovery of any and all damages and costs emanating there from, at its option and sole discretion and at Supplier's expense may: (a) require the Supplier to immediately re-perform any defective services or repair/replace non-conforming products to meet the Contract requirements. (b) take necessary actions to fix

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defects or bring items into conformity with the Contract, with all related costs and expenses charged to the Supplier. (c) withhold total or partial payment. (d) reject and return all or any portion of the products/services. (e) rescind the Contract without liability.

12.Termination: (a) The Contract may be terminated under the following conditions: (i) A party (first party) may terminate the Contract by providing written notice to the other party in the event of a material breach of the terms and conditions of the Contract. Such termination shall take effect immediately if the breach is deemed non-remediable, or after a 15-day period if the breach is remediable and has not been rectified to the first party's reasonable satisfaction within this 15-day period. (ii) The Contract may also be terminated immediately by written notice if the other party undergoes liquidation, has a receiver or administrator appointed, enters into a compromise with creditors, or undergoes restructuring due to debt. (iii) The Purchaser may terminate the Contract forthwith if the Supplier engages in fraudulent activities, criminal acts, misconduct, or any unlawful activities. (iv) The Purchaser may also terminate the Contract without cause by providing the Supplier with 15 days prior written notice. (v) If new laws or regulations render the Contract illegal or in conflict with independence or professional rules or otherwise unlawful or prohibited (Independence Issue), the Purchaser shall inform the Supplier of such Independence Issue and attempt to resolve the issue. If the issue cannot be resolved, the Purchaser may terminate the Contract with as much notice as possible under the circumstances. **(b)**

Post-Termination: Upon termination of the Contract, the Supplier shall provide reasonable transition support and deliver all completed work and materials to the Purchaser at no additional cost or fees. **(c) Suspension of Work:** Notwithstanding anything to the contrary stated in the Contract, the Purchaser may in any of the above scenarios of termination or for any force majeure scenarios or to protect its reputation, at its sole discretion suspend work at any time by providing notice to the Supplier. The Supplier must protect all materials and equipment during the suspension. The Purchaser may later withdraw the suspension by written notice, specifying the effective date and scope. The Supplier must resume work diligently on the specified date. Any claims for cost or time changes due to suspension must follow the contract's change procedures.

13.Privacy and Data Protection: The Supplier shall comply with applicable data protection laws including specifically the requirements under Annexure B (only if appended). Without limiting the foregoing, in any case, Supplier shall in respect of all personal information: (i) take reasonable steps to keep them secure and prevent their unauthorized use, access, loss or destruction; (ii) not store them for longer than as necessary to perform the services; (iii) comply with reasonable instructions of Purchaser with regard to Supplier's access or use; (iv) return to Purchaser or where requested by Purchaser irretrievably destroy all copies of such personal information under a written confirmation to the Purchaser.

14.Assignment: Neither Party can assign or transfer the Contract without the other's written consent, except as otherwise stated herein. Supplier may assign, transfer, or novate any of its rights or obligations under the Agreement, provided Supplier obtains the prior written consent of Purchaser. This Agreement shall be binding on the permitted assignees and successors in title of the Supplier. Purchaser may assign, transfer, or novate any part of the Agreement to any of its affiliate or related entity or its successors of the relevant part of its business upon a written notice to the Supplier. The Supplier acknowledges that the Items may be used by the Purchaser, any Deloitte India Entity, and/or their personnel. The Purchaser may either (a) sign a single Rate Contract or (b) allow any of its Deloitte India Entities to sign a separate Rate Contract incorporating these terms, allowing its affiliates to use the Items and services. The Purchaser (in case of (a) above) or the relevant Deloitte India Entity (in case of (b) above) will be responsible for all fees and any actions related to the use of the Items and the Supplier cannot seek recourse from anyone other than the Purchaser (in case of (a) above) or the relevant Deloitte Entity (in case of (b) above) unless notified otherwise in writing. The right to receive Items terminates if the Deloitte India Entity ceases to be part of Deloitte India.

15.Compliance with Laws: Supplier shall perform its obligations hereunder in a manner that complies with all applicable laws, rules, regulations, ordinances, and codes, including identifying and procuring required permits, certificates, approvals and inspections. The Supplier shall ensure that: (a) it continues to have all necessary licences, approvals as necessary to supply or provide the Items; (b) the Items shall meet all legally required standards (including

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safety standards) and that the Items shall conform to good industry standards; (c) that it has all licenses, permits and similar approvals to perform its obligations mentioned herein and shall comply with all the applicable local, state and central laws, rules, regulations, ordinances and directories from time to time.

16. Indemnification: The Supplier agrees to indemnify, defend, and hold harmless, the Purchaser (including any Purchaser Entity using the products/services) and their personnel (each an "**Indemnified Party**") from any and all liability, expenses (including reasonable defense(collectid legal fees), claims, damages, and losses vely, "**Losses**") arising from or in connection with any of the following: (a) breach of any representations, warranties, covenants, or obligations by the Supplier. (b) negligence, intentional misconduct, or violations of law by the Supplier or its subcontractors. (c) use of subcontractors in providing items to the Purchaser. (d) third-party claims related to the Supplier's services or products. (e) bodily injury, death, or property damage caused by the Supplier's negligence or misconduct. (f) infringement claims (including intellectual property right infringements) related to products or services provided by the Supplier. If any item that constitutes, is a part of, or is used by the Supplier to provide the products or services becomes, or is likely to become, the subject of an infringement or misappropriation claim or proceeding, the Supplier shall, in addition to indemnifying the Indemnified Party and to the other rights the Indemnified Party may have at law, in equity, or otherwise, promptly take the following actions at no additional charge to the Indemnified Party and in the listed order of priority: (a) secure the right to continue using the item. (b) replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the products or services. (c) remove the item from the products or services and refund the Purchaser all fees and charges associated with such product or services. Nothing in this clause shall limit any remedy that the Indemnified Party may have under the terms of the Contract or under law.

17. Use of Name, Images: Supplier shall not, without a Purchaser's prior written consent, which Purchaser may grant or withhold in its absolute discretion, use the name "Deloitte Shared Services India LLP" "DSSILLP" or "Deloitte" "Deloitte Touche Tohmatsu India LLP" "DTTILLP" or of any of the names of Deloitte Entities or any combination thereof, or any related name, mark or logo, in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual, or any other form The Supplier shall not take any images or audio recordings of the Purchaser's premises, equipment, materials, or facilities without prior written consent. Even with permission, these cannot be used in advertisements, marketing, or publicity without the Purchaser's written approval. The Supplier must not imply any endorsement or partnership with the Purchaser. The Supplier shall not in any way make, disclose or publicize the Contract or the subject matter of the Contract including, without limitation, the services/products being provided hereunder.

18. Independent Contractor: Neither Supplier nor Purchaser is, nor shall be considered to be, an agent, distributor, partner, joint venturer, fiduciary or representative of the other. Neither Supplier nor Purchaser shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

19. Accountability: Supplier shall maintain complete and accurate records of and supporting documentation regarding provision of the products and services, including the amounts billable to and payments made by Purchaser hereunder in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for eight (8) years after final payment. Supplier agrees to provide Purchaser with documentation and other information with respect to the products, the services, and each invoice, as may be reasonably requested by Purchaser to verify accuracy and compliance with the provisions of the Contract. Purchaser shall have access to such records for purposes of audit during normal business hours during the period for which Supplier is required to maintain such records.

20. Severability: If any provision of the Contract is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

21. Waiver: No failure to exercise and no delay by either party under the Contract in exercising any right, power, remedy or privilege shall operate as a waiver of that right, power, remedy or privilege thereof nor shall any single or partial exercise

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by either party of any right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege under the Contract.

22.Changes: Purchaser may at any time, by written notice make changes in the terms of the Contract or the services provided hereunder, and the Supplier shall comply therewith. If any such change causes an increase or decrease in the cost of or time required for performance of Supplier's obligation the Supplier shall notify within ten (10) days and the parties shall mutually agree to address the same.

23.Shipping, Packaging and Labeling: All products purchased here under must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the Purchaser's packaging specification and at all times in accordance with applicable laws.

24.Confidentiality: (a) During the Contract, the Supplier may receive or access Confidential Information, which includes all information related to the Purchaser's business, except what is excluded by clause 24(b). The Supplier agrees to: (i) use Confidential Information only as necessary for the Contract. (ii) take reasonable steps to protect Confidential Information from unauthorized access, use, or disclosure, including using reasonable technological and organizational measures. (iii) not disclose Confidential Information to anyone who does not need to know it for the Contract. If disclosure is necessary, the Supplier must: (A) Limit the disclosure to what is reasonably necessary. (B) Ensure the recipient is bound by confidentiality obligations no less strict than those in the Contract. (C) Take reasonable steps to ensure the recipient complies with these obligations. The Supplier acknowledges that breaching these obligations may cause the Purchaser irreparable harm. The Purchaser is entitled to seek injunctive or other equitable relief without limiting any other rights under the law or the Contract. (b) This clause does not apply to information that: (i) is already public at the time of disclosure. (ii) is lawfully received from a third party without confidentiality obligations. (iii) becomes public after disclosure, not due to the Supplier's default. (c) If the Supplier must disclose Confidential Information to comply with a court order or statutory requirement, they must: (i) notify the Purchaser as soon as possible so the Purchaser can seek a waiver of disclosure. (ii) if no waiver is obtained, disclose only what is necessary to comply with the requirement. (d) These confidentiality obligations survive the expiry or termination of the Contract.

25.Subcontractor: The Supplier shall not use subcontractors without the Purchaser's written permission unless otherwise agreed in writing by the Purchaser in the work order. Where the Items involve providing personnel or services, the Supplier shall not use any personnel other than its own employees or persons directly engaged by the Supplier on contract. The Supplier shall be liable for its subcontractors and must bind them to similar terms of the Contract.

26.Insurance: Supplier will maintain at its own cost and expense, at all times adequate and at least the legally required minimum level of insurance including those for: (a) professional indemnity and product liability; (b) against fire, loss, theft and other casualties covering all products, fixtures and material supplied by Supplier to Purchaser until they are delivered to and accepted by Purchaser; (c) adequate insurance for all its employees, consultants, trainers and other permitted personnel who provide services under the Contract (including without limitation those that are required under law).

27.Exclusion of Certain Damages: In no event shall the Purchaser or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the Contract. The provisions of this clause shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

28.Force Majeure: Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, Without such party's fault or negligence, and which by its nature could not have been foreseen by such party (**Force Majeure Event**). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosions, epidemic, war, invasions, terrorist acts, riots, strike, or embargoes. Suppliers' economic hardship or changes in market conditions are not considered Force Majeure Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Contract. If a Force Majeure Event prevents Supplier from performance for

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a continuous period of more than fifteen (15) business days. Purchaser may terminate the Contract immediately by giving a written notice to Supplier.

29.Notices: All notices shall be in writing and shall be provided to either the Purchaser or the Supplier at the addresses set forth on the front page of the Contract, unless otherwise noted.

30.Governing Law: The Contract shall be governed by the laws of India.

31.Survival: The clauses entitled Warranties, Termination, Infringement, Indemnification, Accountability, Severability, Confidentiality, Exclusion of Certain Damages and Governing Law shall survive the termination or expiration of the Contract.

32.Intellectual Property - All work product created by Supplier for Purchaser (if any) under the Contract (whether or not complete and including all notes related thereto) shall be considered works made for hire and shall be owned by Purchaser or any Deloitte India Entity ("Work Product"). If any such Work Product is not considered a work made for hire under applicable law, Supplier hereby irrevocably assigns to Purchaser and/or any Deloitte India Entity without further consideration or action, all of Supplier's right, title, and interest in and to such Work Product, including copyrights, patents, or other intellectual property rights. Supplier acknowledges that Purchaser and/or any Deloitte India Entity and the successors and assigns of Purchaser and/or any Deloitte India Entity shall have the right to obtain and hold in their own name any and all intellectual property rights in and to such Work Product. Supplier agrees to promptly execute any documents or instruments and take any other actions reasonably requested by Purchaser to effectuate the purposes of this Section.

33.Anti-Bribery and Corruption: The Supplier acknowledges that it has received the Deloitte India Code of Ethics and Professional Conduct for Suppliers ("Code"). The Supplier will comply with the Code as relevant and applicable to the Supplier. (i) The Supplier shall comply with Antibribery Law and ensure that Supplier does not do, or omit to do, anything that may cause Purchaser and/Deloitte India Entities to breach Antibribery Law. The Supplier shall not represent, act, or have interactions with Government Officials on Purchaser and/Deloitte India Entities' behalf without prior written approval. Supplier shall keep accurate records of business and financial transactions relating to its performance of the Contract and its activities relating to it. (ii) Purchaser shall have the right to review supplier's compliance under the requirements. Supplier shall immediately inform Purchaser of any actual or suspected violation of any requirements and shall cooperate with Purchaser in any inquiry or investigation into such matters. Supplier shall procure that Supplier parties comply with the requirements and will be responsible for their breach. Notwithstanding anything to the contrary stated elsewhere in the Contract, if Deloitte acting reasonably is of the view that the Supplier is in breach of the requirements, Purchaser and/or Deloitte India Entities may (i) terminate the Contract immediately upon written notice to Supplier and (ii) withhold any amounts payable to Supplier hereunder in the event of Supplier's breach of any of these provisions or the commencement of any governmental inquiry or investigation relating to a potential violation of any anti-corruption or anti-bribery law, rule or regulation by or on behalf of Supplier. "Antibribery Law" means Prevention of Corruption Act, 1988, and to the extent Deloitte is required to comply with other applicable antibribery or anticorruption laws or adhere to their principles, those laws (including the Foreign Corrupt Practices Act, 1977 (of USA), the UK Bribery Act, 2010).

34.Independence: (i) The Supplier warrants that, prior to entering into the Contract with Purchaser, the Supplier has fully and accurately disclosed to Purchaser all relevant corporate information regarding the shareholder structure and relevant interests including controlling entities, upstream associate entities, global ultimate parent of each upstream associate entities, individual having control over such global ultimate parent(s), controlled entities, downstream associate entities and sister entities, as applicable. (ii) The Supplier agrees to immediately notify Purchaser of any change or potential change in shareholding or controlling entities, upstream associate entities, global ultimate parent of each upstream associate entities, individual having control over such global ultimate parent(s), controlled entities, downstream associate entities and sister entities, as applicable in the Supplier arising during the course of the Contract. (iii) In the event that Purchaser notifies the Supplier that it has identified circumstances that would result in the independence of Purchaser, any Deloitte Touche Tohmatsu Limited member firm, or any affiliate of either DTTL or a DTTL member firm being impaired with respect to any client by being in violation of the applicable auditor independence requirements (including but not limited to a change in controlling entities, upstream associate entities, global ultimate parent of each upstream associate entities,

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individual having control over such global ultimate parent(s), controlled entities, downstream associate entities and sister entities, as applicable, or external auditor) the Supplier acknowledges and agrees that Purchaser may immediately terminate the Contract.

35.Dispute Resolution - In case of any dispute that arises under the terms of the Contract, parties shall have the option of resolving such a dispute through dialogue before approaching the Court. If such dispute or difference remains unresolved within thirty days from the date the other party first received a written notification of a party about the dispute, the dispute shall be conclusively resolved through independent arbitration. The seat of arbitration shall be Mumbai, India and the arbitration shall be conducted in accordance with the provisions of Mumbai Centre for International Arbitration Rules or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The arbitration shall be conducted by a sole, independent arbitrator mutually nominated by the Purchaser and Supplier (who shall be an independent professional of repute). The arbitrator shall give a reasoned order in writing and the decision of the arbitrator shall be final and binding on the parties.

Glossary: The following capitalized terms used in the Contract shall have the meanings ascribed to them hereinbelow, and the capitalized terms used in the Contract and not listed herein below shall have the meanings assigned to them in the specific Section of the Contract terms. **(a) "Deloitte India Entities"** shall mean and include: (i) all such bodies corporate, Limited Liability Partnerships ("LLPs"), firms or such other entities which include words such as "Deloitte", "Deloitte Touche Tohmatsu" & "Touche & Ross" in its corporate name and / or such member firm, participating firms of Deloitte Touche Tohmatsu limited, a UK private company limited by guarantee ("DTTL") and various professional entities to whom Deloitte Shared Services India LLP provides shared services to; (ii) all entities forming part of the Deloitte India cluster of firms or entities; each of which is a legally separate and independent entity. **(b) Deloitte Entities** shall mean and include a member firm of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee and its network of member firms and their respective subsidiaries and affiliates (and where the context requires, their predecessors, successors, and assignees), each of which is a legally separate and independent entity.