

RBL BANK LIMITED

RBL Bank Limited Umang
Towers, #1st Floor, Mindspace,
Malad (W), Mumbai - 400064

TO:
Connectivity IT Solutions Pvt. Ltd.
Ruchesh
Unit No. 309, Eco Star,
Vishweshwara Nagar Road,
Off Aarey Road, Goregaon(E),
Mumbai, Maharashtra, India, Pin: 400063
Phone: 9870074006
Email: ruchesh@cosol.in

SHIP TO:
RBL Bank Ltd.
RBL Bank Ltd, 179 E, MAHAVEER, Shri
Shahu Market Yard, Kolhapur, Maharashtra –
416005

BILL TO:
RBL Bank Ltd.
RBL Bank Ltd, 179 E, MAHAVEER,
Shri Shahu Market Yard, Kolhapur,
Maharashtra – 416005
Phone Number : 9167462818
Email Invoice to: it.payments@rblbank.com

P.O. NUMBER
RBL/MUM/IT/4800/2023-24

[The P.O. number must appear
on all related correspondence,
shipping papers, and invoices]

P.O DATE	P.R NUMBER	REQUISITIONER	PROJECT	GSTN NUMBER
12-Oct-2023	INFR-PR003154-2023	Gaurang Shah	Network Router	27AABCT3335M1Z5

QTY	UOM	GL	DESCRIPTION	UNIT RATE	TOTAL
30	Number	CAPEX-HW	Cisco Network Switches Catalyst 1000 48port GE, 4x1G SFP - C1000-48T-4G-L	64,573	19,37,180
30	Number	CAPEX-HW	SNTC-8X5XNBD Catalyst 1000 48port GE, 4x1G SFP, LANBa - CON-SNT-C10T48GL for 5 Years	37,851	11,35,530
30	Number	CAPEX-HW	10A Power cable for India - CAB-IND-10A	-	-
30	Number	CAPEX-HW	Console Cable 6ft with RJ45 and DB9F - CAB-CONSOLE-RJ45	2,948	88,430
30	Number	CAPEX-HW	Power Retainer Clip For 3560-C, 2960-L & C1000 Switches - PWR-CLP	-	-
30	Number	CAPEX-HW	One time implementation Services	7,000	2,10,000
TOTAL (INR)					33,71,141

TERMS AND CONDITIONS:

- Service Provider agrees to abide by the Terms and Conditions (Annexure A) annexed here to and the same shall be read alongwith the terms of this PO.
- Taxes: Extra as applicable
- Payment terms:
100% Payment within 30 days post delivery
Installation: 100% within 30days from the date of implementation.
- All payments are subject to submission of required documents, invoices and shall be made within 30 days from the date of submission of such valid documents subject to payment being due as per payment terms given above."
- Warranty:As Per agreed quote
- Delivery:within 3 Weeks
- As per Annexure A, Refer Point 5.10 for Invoicing.
- Other terms:
i) As per agreed SOW & Master Service Agreement dated September 23, 2019.
ii) The prices agreed herein would be offered to RBL Bank and all its subsidiaries.
- 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 RBL or any [subsidiary or affiliate of RBL].

Shaillender Mittal
Head - IT Procurement

RBL Bank Limited

Registered office: 1st Lane, Shahupuri, Kolhapur-416 001 India | Tel: +91 231 6650214 | Fax: +91 231 2657386
CIN: L65191PN1943PLC007308 Email: customercare@rblbank.com

ANNEXURE – A

GENERAL TERMS AND CONDITIONS

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 RBL has placed Order for the items / services specified overleaf ("Products" or "Services" as applicable) to whom this Order is addressed ("Supplier"). The details of RBL and the Supplier are set out in **Purchase Order** to these Terms. Supplier Representative and its Contact details are set out in **Purchase Order**. Any other document carrying any other terms but not part of this Agreement shall not be treated as valid document and this Agreement shall supersede such terms or documents if any.

2. SUPPLY OF PRODUCTS / SERVICES

Subject to the terms and conditions, Supplier shall supply to RBL, the Products / Services as set out in this Order. 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. RBL 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 RBL within 3 working days from the date of receipt of the Order failure to which RBL shall have rights to hold the payments.

4. DELIVERY AND TITLE

4.1 The delivery date/s and address/es are those specified in **Purchase 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 unless approved by RBL in writing. However, in case of partial delivery (if allowed in this 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 **Purchase Order**.

4.4 Supplier shall complete installation / implementation of Products / Services as set out in **Purchase Order**.

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 RBL in writing on becoming aware of such circumstances. RBL may terminate this Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in RBL's absolute opinion, significant. RBL shall penalize as agreed in the Addendum for failure to adhere to service levels as mentioned in Addendum-1.

4.6 Title to Products and risk of loss or damage to Products shall pass to RBL 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 RBL may reject the Products / Services and the Supplier shall, at its sole expense, either promptly rectify any defects or, at RBL's option, supply appropriate replacement Products / Services. Products shall be subject to such testing and/or inspection as RBL 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 this Agreement.

4.9 RBL shall undertake necessary monitoring and assessment as it deems fit and as is required and warranted with reference to the services / products or deliverables extended by the Supplier.

5. PRICE AND PAYMENT

- 5.1 Total Order value and currency of payment is set out in **Purchase Order**. Prices specified in this Order cannot be increased.
- 5.2 Details of applicable taxes on Order value are set out in **Purchase Order**.
- 5.3 In the event the Supplier raises invoices but has not submitted the executed Order as set out in clause above, RBL shall not be liable to process the said invoice until the Supplier submits the executed Order.
- 5.4 Payment for the Products shall be made by RBL against a correct and formal invoice from the Supplier as set out in **Purchase Order**.
- 5.5 In reference to the above clause, Supplier invoice shall be considered due only after completion of Credit period or Payment terms period as agreed and defined in this Order.
- 5.6 For partial payments, Supplier must submit the invoices as per special instruction; along with the confirmation from the RBL SPOC.
- 5.7 In case any credit, refund or other benefit is denied or delayed to the RBL due to any non-compliance by the supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the Supplier would reimburse RBL the loss to RBL including, but not limited to, the tax loss, interest and penalty.
- 5.8 The invoices should be digitally signed and sent to it.payments@rblbank.com along with necessary approvals & other documents. Only on exception basis and after proper justification, will original physical invoices be accepted for payment. Original Physical Invoices shall be couriered to the address stated below. Payment of the Supplier's invoices will be made by RBL in the currency as stated in the Purchase Order.

Kind Attn:

IT Procurement Team

RBL Bank Ltd. One World Center,
 Tower 2B, 20th Floor, 841, Senapati Bapat Marg,
 Lower Parel (W), Mumbai 400013. India

[Email: it.payments@rblbank.com](mailto:it.payments@rblbank.com)

- 5.9 Supplier shall submit following documents to process payment by RBL and ensure that no duplicate invoices and

Or multiple billing is done for the same scope of work.

- a) Original digitally signed Invoices only.
- b) Confirmation from RBL SPOC for processing payment (Either of the following is necessary)

If on E-mail: – E-mail must contain item description, invoice number, invoice date, invoice period and invoice amount OR

If physical invoice is signed by RBL SPOC (Employee): - RBL SPOC's (Employee) Name, Employee Code & Signature is required.

- c) Copy of Mail confirmation by RBL SPOC for...

Delivery Challan (For material deliveries) and/or Installation Reports (For material or services installation), and/or Timesheet (in case of T&M resources)

5.10 Supplier shall submit following documents to process payment by RBL and ensure that no duplicate invoices and / or multiple billing done for the same scope of work.

- Original Invoice stamped and signed or signed digitally
- Invoice must have line item description/Unit rate.
- Correct HSN / SAC code, GST details (CGST, SGST & IGST)
- Purchase Order number or Agreement Number as the case may be

5.11 RBL shall be liable to process only invoices that are correct, complete, and undisputed & subject to terms as set out in this Agreement. Any invoice that does not adhere to this clause shall be treated deemed rejected.

5.12 RBL 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 a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel and in accordance with good industry practice hereunder will perform its obligations. The
- 6.2 Supplier's employees, agents or sub-contractors ("Personnel") may work at RBL sites from time to time as RBL require. The Supplier will indemnify RBL 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 RBL in connection with the acts or omissions of the Personnel. RBL 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 RBL' 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 RBL' 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 RBL and any personnel of the Supplier, nor any obligation on the part of RBL 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 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, subagents, nominees, representatives, designees, for all purposes and intents. No sub-contracting or assignment by Supplier is permitted except with prior written approval from RBL.
- 6.5 The Supplier shall provide all and any books and information with reference to such Personnel required by RBL. Supplier agrees that if the services include deputation of resources to RBL on or off premises. Additional Terms and Conditions on Manpower Support shall be applicable and confirms compliance to the requirements contained therein.

7. PROPRIETARY RIGHTS LIABILITY

- 7.1 If any allegation should be made or any claim asserted against RBL that its receipt, use or possession of the Products, or any part thereof, or any other materials provided to RBL 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 RBL 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 RBL. The Supplier shall either:

- a) procure for RBL 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 RBL' requirements and any specifications stipulated in this Order and the Supplier shall avoid or reduce insofar as possible any interruption to RBL' business operations.

7.2 Should neither option avoid the allegation or claim referred to in this Term 6, then RBL 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 RBL 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 RBL then, on their creation, the Supplier shall either assign to RBL 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 RBL on the same basis. Nothing herein contained shall be constructed to be a transfer of any intellectual property rights of RBL Bank to the Supplier. Supplier shall not use the logo, trademark or any copyrights of RBL Bank without the prior consent of RBL Bank.

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 of 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 Supplier shall indemnify and hold RBL harmless from and against all losses and damages of any nature and kind suffered by RBL (including legal costs and attorney's fees) because of any breach by Supplier of the terms and covenants of the terms contained in this Agreement.
- 9.8 The Supplier shall comply with all Data Protection Legislation. "Data Protection Legislation" means the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual. The Supplier shall only undertake the processing of Personal Data that is reasonably required in connection with the performance of its obligations under this Agreement; and in accordance with the RBL written instructions. The Supplier shall comply with all reasonable procedures and processes notified by RBL from time to time. The Supplier shall not process or transfer any Personal Data outside India. Personnel or subcontractors of Supplier and issue a confirmation of compliance in this regard to RBL. Supplier shall maintain confidentiality of terms of the purchase order and information disclosed by RBL Bank in the course of provision of products/services. Supplier will ensure it has sufficient information security to prevent any leakage of information or fraud as required by RBL, under RBI Guidelines or other statutes as amended from time to time. Confidential
- 9.9 Information of RBL shall be segregated from other information in possession of the Supplier.
- 9.10 Supplier shall ensure that it has necessary security protocols and process to ensure protection of information.
- 9.11 RBL shall at its discretion and mandated intimate regulators of any breach or lapses. 9.12 The mutual obligations under this Clause 9 shall survive termination or expiration of the Agreement.

10. TERMINATION OF ORDER BY RBL

RBL 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:

10.1 is unable to pay its debts or becomes insolvent;

10.2 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);

- 10.3 has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- 10.4 enters into or proposes any composition or arrangement with its creditors generally; or
- 10.5 is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.
- 10.6 fails to deliver the Products / Services within timeframe as set forth in this Agreement or as may be agreed outside this Agreement in form of an approved written Project Plan or any such document.
- 10.7 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.
- 10.8 is not able to put Product / Services to effective use within stipulated timeframe as set forth either in this Agreement or as agreed outside this Agreement.
- 10.9 If any act or omission of the Supplier results in any Regulator notifying RBL that it may consider withdrawing any RBL license 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)
- 10.10 For convenience at any time on giving not less than 30 (thirty) days' **notice.**
- 10.11 if a Force Majeure Event persists for more than 30 (thirty) days.
- 10.12 Is pursuant to a statutory or regulatory direction
- 10.13 If Supplier failed to provide the services on time or RBL is not satisfied with performance of supplier so RBL has authority to cancelled the purchase order.

11. TERMINATION BY SUPPLIER

- 11.1 Supplier shall not have right to Terminate this Agreement partially or fully, except in a situation where RBL has not paid undisputed Supplier invoice after following due Escalation Procedure as given below.
- 11.2 Escalation procedure
 - (1) First Escalation – On completion of due date of the invoice, Supplier shall escalate non-payment of any undisputed invoice to Head - Supplier Management via written request.
 - (2) Both parties shall work together to resolve the dispute within 30 days from the date of First Escalation.
 - (3) If the payment for undisputed invoices is not paid even after first escalation, then Supplier may escalate the same to Senior IT Management at RBL as 2nd level of escalation and give 30 days' correction/cure period.
 - (4) If the undisputed invoices payments are not cleared even after 2nd level escalation and 30 days cure period, then Supplier can issue Termination notice 15 days before the actual termination of the Agreement.

Supplier shall provide reverse transition services to RBL at the request of RBL Bank, in the event of termination of this Agreement by either Party. Supplier undertakes to complete the reverse transition services within the period of prescribed by RBL from the date of request by RBL. Reverse Transition Services means the services to facilitate an orderly transfer of the Services to the Bank or to an alternative third-party service provider nominated by the Bank

12. 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 RBL' premises shall comply with RBL' health and safety, information security and system security or any other rules and procedures where appropriate.

13. WARRANTY

The Supplier warrants that all Products and / or Services 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 RBL' equipment; and (e) will not infringe any third party rights of any kind. The Supplier hereby indemnifies RBL against all losses, liabilities, costs, claims, damages, expenses and awards of any kind incurred or made against RBL in connection with any breach of this warranty. Warranty period shall cover hardware repair & replacement, software & firmware upgrade, updates, bug fixes at no additional cost to RBL. Warranty for the Products and / or Services as being purchased under this Order shall be as set out in **Purchase Order**. Warranty period shall start from the date of installation and acceptance of Products / Services unless set out explicitly in **Purchase Order**. The Supplier shall ensure that any software/product or service provided to RBL is free of any back door, drop dead device, time bomb, trojan horse, virus, worm, spyware or adware (as such terms are commonly understood in the I.T. industry) or any other code designed or intended to have, or capable of performing or facilitating, any type of disruption, disablement, harm, impede in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed. Supplier shall implement measures designed to prevent the introduction of any malicious code into RBL systems, including firewall protections and regular virus scans.

14. REGULATORY INDEMNITY

The Supplier will be solely liable for all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against RBL, any member of the RBL 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 Person or any fraud 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.

15. 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 RBL or any [subsidiary or affiliate of RBL.

16. AMENDMENT and ASSIGNMENT

RBL 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. 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, RBL reserves its right to terminate the Agreement immediately. Further, the Seller agrees to indemnify RBL 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.

17. 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 authorized person.

18. LAW

18.1 This Order shall be governed by and interpreted in accordance with Indian law but without prejudice to RBL' right to take proceedings against the Supplier in other jurisdictions. Any dispute arising under the Order shall be subject to exclusive jurisdiction of the courts of Mumbai. These terms and conditions shall be governed by the laws of India.

18.2 Dispute Resolution

- a) Any Dispute shall be referred to the Senior Official of the Supplier and a Head of the concerned Department for RBL who will attempt to settle it by negotiation.
-) 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.
-) 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 RBL shall continue to provide its obligations under this Purchase Order notwithstanding any Dispute or the implementation of the procedure described in this clause.

19. ADDITIONAL TERMS

The following terms shall become applicable to Outsourced Arrangements with Supplier,

19.1 During the tenure of this Agreement, and for a period of 7 years thereafter, RBL or its regulator (RBI)/any person appointed by the regulator reserves the right to audit, inspect, and make copies or extracts of all books, accounts, relevant documents, records, transactions and other necessary information given to, stored or processed by the Supplier's **performance of Services under this Agreement. Supplier will keep the records** pertaining to the Services described in this

19.2 Agreement available for such audit. RBL will give at least 2 days' prior notice to Supplier before it carries out such audits.

19.3 RBL shall be entitled to review and monitor the security practices and control processes of the Supplier on a regular basis and require the Supplier to disclose security breaches. It shall immediately notify RBL of any breach of security and leakage of any confidential information.

19.4 The Supplier hereby agrees to ensure that same high standards of care in performing the Services carrying out the job/work entrusted by RBL as will be employed by RBL if the activities were conducted within RBL and not outsourced.

19.5 Supplier hereby agrees for the continuous monitoring and assessment of the job/activity/work outsourced/ entrusted to it by RBL and RBL exercising an appropriate level

- of control over the outsourcing and RBL's right to intervene with appropriate measures. Supplier undertakes to promptly implement such corrective measures.
- 19.6 The Supplier shall discuss and review the progress, status of the current assignment, on a regular basis as and when required by RBL in regard to the service standards.
- 19.7 Supplier shall establish and develop a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Supplier shall keep RBL informed of such contingency plans for business continuity and recovery procedures and shall implement recommendations, if any, prescribed by RBL. The Supplier shall periodically test such business continuity plan;
- 19.8 It may appoint/nominate/deploy sub-contractors for the purpose of fulfilling any of its obligations with the prior written consent of RBL.
- 19.9 Supplier will implement and maintain appropriate policies, procedures and effective systems to ensure protection of data/applications and also to safeguard the confidentiality of the RBL's Confidential Information. Supplier acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Supplier is bound under this Agreement.
- 19.10 The Supplier hereby represents warrants and undertakes that: - It shall comply with all laws (including anti- corruption and anti-money laundering laws) applicable to Parties. It shall not, directly or indirectly, make or offer any payment, gift or other advantage which is intended to, or does, influence or reward any person (whether or not they are in the public sector) for acting in breach of an expectation of good faith, impartiality or trust or otherwise performing their function improperly. It shall put in place appropriate procedures and policies to restrict its employees, consultants or other agents from causing breach under this Agreement. It shall promptly notify RBL of any such breach.
- 19.11 The Supplier shall maintain fully secured system to ensure that there is no breach of its own internal security, which may result in disclosure of Information to any third party.
- 19.12 RBL shall, as it may deem appropriate and necessary, be entitled to disclose and allow access of all or any information and data relating to RBL and the Supplier, the Services or anything in relation to this Agreement to Reserve Bank of India, any other statutory, regulatory, administrative body, or any other person, at a reasonable time.
- 19.13 Supplier represents and warrants that none of RBL's officers, directors, employees or immediate family members thereof (collectively, "RBL Personnel") has received anything of value of any kind from it, or its officers, directors, employees or agents in connection with this Agreement; and that no RBL Personnel has a business relationship of any kind with its officers, directors, employees or agents.
- 19.14 Supplier shall ensure compliance with applicable laws and regulations at all times including but not limited to RBI outsourcing guidelines amended from time to time.
- 19.15 Supplier agrees and confirms that RBL Bank, its auditors, its regulators or authorized representatives are vested with audit and inspection rights of all books, information and data in possession with the Supplier and Supplier shall extend required support in this regard. Supplier affirms that RBL Bank Limited shall monitor and evaluate the services/products extended by the Supplier from time to time.
- 19.16 Supplier shall ensure that business continuity and disaster recovery policies and mechanisms are continuously in place to ensure operational continuity and minimal impact to service/products extended to RBL Bank Limited. Supplier shall undertake testing as prescribed by the Bank from time to time
- 19.17 Supplier shall not limit its liability for any losses and damages borne by RBL Bank arising out of breach of any terms of engagement with RBL Banking including but not limited

to such damages and losses arising out of breach of confidentiality obligations, third party claims on intellectual property rights, non-compliance with applicable laws and regulations and fraud.

19.18 Neither the Supplier nor any of its related parties, associate, affiliates shall or has, in relation to the transactions the subject of this PO or otherwise made, offered or

authorized or will make, offer or authorize any

payment, gift, promise or other advantage, to or for the use or benefit of any government official or any entity or other person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; or

(ii) violate the anti-bribery, anti-corruption and money-laundering laws and obligations or any other applicable Law as maybe enacted from time to time.

The terms and conditions in addition or supersession to the ones contained in this Term are set out in **Purchase Order**.