When it's about money.

IIFL

PURCHASE ORDER

PO NO: 40120002461	ISSUE DATE: 26-APR-19

BUYER DETAILS

COMPANY NAME: IIFL Securities Limited	PHONE:
ADDRESS : IIFL House,Sun Infotech Park, Road No 16V,Plot No B-23,MIDC,Thane Industrial Area,Wagle Estate ,IN	
EMAIL :	
GSTIN : 27AAACI7397D2ZD	

SUPPLIER DETAILS

CODE: 53054	QUOTATION REF:
NAME: Connectivity IT Solutions Private Limited	PHONE:
ADDRESS: MUMBAI ,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
10000017	HARDWARE - IP PHONES - Cisco IP Phone 7821 Series with License - (Details BOM as per Annexure B)	Numbers	6.00	10,666.00	63,996.00					63,996.00
TOTAL PURCHASE ORDER VALUE										63,996.00
RUPEES: Sixty-Three Thousand Nine Hundred Ninety-Six only										

DELIVERY DETAILS

Item Code	DESCRIPTION	LOCATION	LOCATION ADDRESS	EMAIL	QUANTITY
10000017	HARDWARE - IP PHONES - Cisco IP Phone 7821 Series with License - (Details BOM as per Annexure B)	Thane-IIFL House	IIFL House,Sun Infotech Park, Road No 16V,Plot No B-23,MIDC,Thane Industrial Area,Wagle Estate ,IN		6.00

ANNEXTURE ATTACHED:

TERMS & CONDITIONS

DELIVERY INSTRUCTIONS

THE ANNEXTURES FORM INTEGRAL PART OF THE PURCHASE ORDER

ADDITIONAL COMMENTS :

PAYMENT TERMS : Payment within 30 days from the date of receipt of correct and undisputed invoice

IIFL SECURITIES LTD.

SUPPLIER SIGNATORY

COMPANY SIGNATORY

Annexure A1

This Annexure A1 dated 26th Apr 2019 is applicable to the Annexure A: Terms and Conditions of Order Number 40120002461 dated 26th Apr 2019 between the entities as specified in the said Order. In consideration of the mutual covenants and promises contained herein and therein the parties agree to supplement the said Terms and Conditions as follows:

Description	Clause Reference	Details
Order Value	Clause 5.1	**63,995.00**
Currency	Clause 5.1	INR
Taxes	Clause 5.2	Exclusive of applicable Taxes
This Order is for supply of	Clause 2	Product
Payment terms	Clause 5.4	100% After delivery, payment will be made 30 days from the date of receipt of correct and undisputed invoice.
Warranty	Clause 13	3 Years
Delivery date	Clause 4.3	4-5 Weeks
Partial delivery	Clause 4.2	NA
Penalty	Clause 4.8	NA
Installation Date	Clause 4.4	NA
Implementation Schedule	Clause 4.4	NA
Delivery address	Clause 4.1	IIFL House, Sun Infotech Park, Road No 16V,Plot No B-23,MIDC,Thane Industrial Area, Wagle Estate, Thane-400604
IIFL Name and Address	Clause 1	IIFL Securities Limited IIFL House, Sun Infotech Park, Road No 16V,Plot No B-23,MIDC,Thane Industrial Area, Wagle Estate, Thane-400604
Supplier Name and Address	Clause 1	Connectivity IT Solutions Pvt Ltd No 1877, 3rd floor, Gangathri, 31st cross, 10th Main, Banashankari 2nd stage, Bengaluru, Karnataka
Supplier Representative	Clause 1	Mr Ravi Prasad
Supplier Contact Details	Clause 1	9844230252

SIGNED AND DELIVERED

For IIFL Securities Limited

IIFL SECURITIES LTD.

(Signature)

Name: Shailesh Sonar

Title: Head – Procurement

Date: 26th Apr 2019

SIGNED AND DELIVERED

For Connectivity IT Solutions Pvt Ltd

_____

(Signature)

Name: _____

Title: _____

Date: _____

ANNEXURE-A
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 IIFL has placed Order for the items / services specified overleaf ("Products" or "Services" as applicable) to whom this Order is addressed ("Supplier"). The details of IIFL & the Supplier are set out in **Annexure A1** to these Terms. Supplier Representative and its Contact details are set out in **Annexure A1**. 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 of this Order, Supplier shall supply to IIFL the Products / Services as set out in **Annexure A1**. 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 **Annexure A1**. 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 IIFL. 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 **Annexure A1**.

4.4 Supplier shall complete installation / implementation of Products / Services as set out in **Annexure A1**.

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' 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' 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 this Agreement.

5. PRICE AND PAYMENT

5.1 Total Order value and currency of payment is set out in **Annexure A1**. Prices specified in this Order cannot be increased.

5.2 Details of applicable taxes on Order value are set out in **Annexure A1**.

5.3 The Supplier shall submit the invoice within maximum of 03 working days from of 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 **Annexure A1**.

5.5 IIFL 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.

5.6 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 Purchase Order.

5.7 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.

IIFL SECURITIES LTD.

Kind Attn:
Supplier Management Team
India Infoline Finance Limited
4th Floor, IIFL House
Plot No B-23,
Road No 16 V, Wagale Estate,
Thane (W) – 400 604

5.8 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' 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' 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 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,

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

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:

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

IIFL SECURITIES LTD.

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 IIFL that it may consider withdrawing any IIFL 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, provided that IIFL shall pay to the Supplier all outstanding undisputed Fees (subject to Supplier apportioned on a daily basis and less any Service Credits and subject to Supplier has delivered Product or Services which IIFL can effectively use for its business purpose) 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;

10.11 If a Force Majeure Event persists for more than 30 (thirty) days.

11. TERMINATION BY SUPPLIER

11.1 Supplier shall not have right to Terminate this Agreement partially or fully, except in a situation where IIFL 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, Service Provider 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 Service Provider may escalate the same to Senior IT Management at IIFL 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 Service Provider can issue Termination notice 15 days before the actual termination of the Agreement.

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 IIFL' premises shall comply with IIFL' health and safety, security and system security 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 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.

Warranty for the Products and / or Services as being purchased under this Order shall be as set out in **Annexure A1**. Warranty period shall start from the date of installation and acceptance of Products / Services unless set out explicitly in **Annexure A1**.

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 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)

IIFL SECURITIES LTD.

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 IIFL or any [subsidiary or affiliate of IIFL.

16. 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.

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 authorised person.

18. LAW

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

18.2 Dispute Resolution

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.

19. ADDITIONAL TERMS

The following terms shall become applicable to Outsourced Arrangements with Service Provider.

19.1 During the tenure of this Agreement, and for a period of 7 years thereafter, IIFL 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 Service Provider's performance of Services under this Agreement. Service Provider will keep the records pertaining to the Services described in this

IIFL SECURITIES LTD.

Agreement available for such audit. IIFL will give at least 2 days' prior notice to Service provider before it carries out such audits.

19.2 IIFL shall be entitled to review and monitor the security practices and control processes of the Service Provider on a regular basis and require the Service Provider to disclose security breaches. It shall immediately notify IIFL of any breach of security and leakage of any confidential information;

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

19.4 Service Provider hereby agrees for the continuous monitoring and assessment of the job/activity/work outsourced/ entrusted to it by IIFL and IIFL exercising an appropriate level of control over the outsourcing and IIFL's right to intervene with appropriate measures. Service Provider undertakes to promptly implement such corrective measures.

19.5 The Service Provider shall discuss and review the progress, status of the current assignment, on a regular basis as and when required by IIFL in regard to the service standards.

19.6 shall establish and develop a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider shall keep IIFL informed of such contingency plans for business continuity and recovery procedures and shall implement recommendations, if any, prescribed by IIFL. The Service Provider shall periodically test such business continuity plan;

19.7 It may appoint/nominate/deploy sub-contractors for the purpose of fulfilling any of its obligations with the prior written consent of IIFL;

19.8 Service Provider will implement and maintain appropriate policies, procedures and effective systems to ensure protection of data/applications and also to safeguard the confidentiality of the IIFL's Confidential Information. Service Provider acknowledges and agrees to contractually bind its Subcontractors to comply with the same confidentiality requirements to which the Service Provider is bound under this Agreement.

19.9 The Service Provider 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 IIFL of any such breach.

19.10 The Service Provider 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.

19.11 IIFL shall, as it may deem appropriate and necessary, be entitled to disclose and allow access of all or any information and data relating to IIFL and the Service Provider, the Services or anything in relation to this Agreement to Reserve Bank of India, any other statutory, regulatory, administrativebody, or any other person, at a reasonable time.

The terms and conditions in addition or supersession to the ones contained in this Term are set out in **Annexure A1**.

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

SIGNED AND DELIVERED	SIGNED AND DELIVERED
For IIFL (as set out in Annexure A1)	**For Supplier (as set out in Annexure A1)**
(Signature)	(Signature)
Name: Shailesh Soner	Name:
Title: Head - Procurement	Title:
Date:	Date:

IIFL SECURITIES LTD.

Annexure B - Details BOM for PO

Part Number	Description	Qty	Service Duration (Months)	Unit Price	Total
CP-7821-K9=	Cisco UC Phone 7821	6	-	5,912	35,472
CON-SNT-CP7821K9	SNTC-8X5XNBD Cisco UC Phone 7821	6	36	861	5,166
R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	6	-	0	0
CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9.	6	36	0	0
CUCM-VERS-11.5	CUCM Software version 11.5	6	-	0	0
LIC-CUCM-11X-BAS-A	UC Manager-11.x Basic Single User License	6	-	2,237	13,419
CON-ECMU-LICXBASA	SWSS UPGRADES UC Manager-11.x Basic Single User-Under	6	36	1,656	9,938
LIC-UC-ENC	UC Encryption License	6	-	0	0
UCM-PAK	UCMPAK	6	-	0	0
LIC-CUCM-11X-BAS	UC Manager Basic 11.x License	6	-	0	0
	TOTAL				63,995

NFL SECURITIES LTD.

SER-401 dtd 3.4.19

4012 0002461

Purchase Request Summary (PRS)

EMS Requisition/PO No: 40110002392

Service Details	Services requested	Purchase of 6 Cisco IP Phone 7821 with License
	Requestor	Archit Mehta
	Request Reason	Cisco IP Phone require for IT security team.
	Material Receiving Party	
	End Business User	Common
Details of Quotations Received	Number of quotes received?	1
	Previous Order value	
	Name of Vendor	Connectivity
	Initial Quoted value (exclusive of tax)	
	Final Quoted value (exclusive of tax)	INR 10,666/-
	Terms Negotiated	Sanjay Mehta
	Commercials Negotiated	Sanjay Mehta
	Reason if not considered more than 1 vendor	As per agreed discounted rate with Cisco
Purchase Details	PO to be issued to	Connectivity IT Solutions Private Limited
	PO to be issued by	IIFL Securities Ltd
	PO Type (Release to Vendor / For Internal Purpose only)	Release to Vendor
	PO Description (Which should appear on PO)	1) Cisco IP Phone 7821 Series with License - (Details BOM as per Annexure B) - Qty 6 - INR 63,995/-
	Period of Service	
	Duration of Service	
	One time Expense (Excluding Taxes)	INR 63,995/-
	Recurring Expense (Excluding Taxes)	
	Total PO Amount (Excluding Taxes)	INR 63,995/-
Expense Type	Capex/Opex	Capex
	Regular Expense / New Expense	New
	Is this budgeted in curent Fiscal	No
	Budget Reference	
	Business	Common
	Cost Allocation	As per usage
Classification	Oracle Account Code	HARDWARE - IP PHONES
	Business Purpose	Technology Hardware
	Sub Category	IP Phone
Approvals	Internal Approval (PO Initiator within IT Dept)	
	PRS Created By	Name: Ajay Desai Sign:
	SM Approval	Name: Shailesh Sonar Sign: 26/4/19
	Technical Approval	Name: Antony Nadar Sign:
	Approved by (Email approval to be attached)	Ameya Sathye
	Signature (EVP)	

PRICE COMPARATIVE-CISCO IP PHONES-7821

			Connectivity								
			76%	Discount-Supply	Conversion-Supply	92					
			72%	Discount-Service	Conversion-Services	71					
			-	-	Margin	5%	Connectivity				
Line Number	Part Number	Description	Qty	Service Duration (Months)	Unit List Price USD	USD Total List	Unit Price After Discount	Unit Price (INR) After converstion	Margin	Unit Price (INR) (Rev 1 - 15.04)	Total (INR)
1	CP-7821-K9=	Cisco UC Phone 7821	6	-	255	1,530	61	5,630	282	5,912	35,472
1.0.1	CON-SNT-CP7821K9	SNTC-8X5XNBD Cisco UC Phone 7821	6	36	41	248	12	820	41	861	5,166
2	R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	6	-	0	0	0	0	0	0	0
2.0.1	CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9.	6	36	0	0	0	0	0	0	0
2.1	CUCM-VERS-11.5	CUCM Software version 11.5	6	-	0	0	0	0	0	0	0
2.2	LIC-CUCM-11X-BAS-A	UC Manager-11.x Basic Single User License	6	-	125	750	30	2,130	107	2,237	13,419
2.2.0.1	CON-ECMU-LICXBASA	SWSS UPGRADES UC Manager-11.x Basic Single User-Under	6	36	79	476	22	1,577	79	1,656	9,938
2.3	LIC-UC-ENC	UC Encryption License	6	-	0	0	0	0	0	0	0
2.4	UCM-PAK	UCMPAK	6	-	0	0	0	0	0	0	0
2.5	LIC-CUCM-11X-BAS	UC Manager Basic 11.x License	6	-	0	0	0	0	0	0	0
		Total									63,995

Archit Mehta <archit.mehta@iifl.com>

Approval require for Cisco IP Phones and Headset

Ameya Sathye <Ameya.Sathye@iifl.com> Mon, Mar 25, 2019 at 1:46 PM
To: Archit Mehta <archit.mehta@iifl.com>

Approved.

--

Thanks & Regards,

Ameya Sathye

Head – IT Security

Direct - +91-22-41031230

Extension - 611230

From: Archit Mehta <archit.mehta@iifl.com>
Sent: 25 March 2019 11:51 AM
To: Ameya Sathye <ameya.sathye@iifl.com>
Subject: Approval require for Cisco IP Phones and Headset

Hi Sir,

As discussed, kindly provide approval for **6 Cisco IP phones** with headset support and **10 headset's**.

Reason for the requirement: For managing day to day IT security operation activity, Conferencing during incidents and planned activity etc

Below is the model detail which is suggested by Mr. Antony which is supported in our environment

Model Cisco IP phone which support headset

Cisco IP phone 7821 with Basic license and 3 years support.

CUCM Version : 11.5

And headset which are compatible with CISCO IP phones

IP Phone require for below team members:-

1. Shamik Bhowmick
2. Avinash Bhosale
3. Tipusultan Shaikh
4. Irfan Tamboli
5. Sagar Jadhav
6. Pooja Singh

Headset require for below members:-

1. Ameya Sathe
2. Shamik Bhowmick
3. Avinash Bhosale
4. Archit Mehta
5. Sagar Jadhav
6. Pooja Singh
7. Tipusultan Shaikh
8. Irfan Tamboli
9. Harsh Mota
10. Rahul Mali

Thanks & Regards,

Archit Mehta

IT Security Lead

IIFL House, Sun Infotech Park, Road No. 16 V,

Plot No. B-23, MIDC Thane Industrial Estate,

Wagle Estate, Thane - 400 604.

VOIP : 611220 | Direct : (91) 22-41031220

Ajay Desai <ajay.desai@iifl.com>

Re: Regarding CISCO IP Phone & headphone approval require

Antony Nadar <antony.nadar@iifl.com>
To: Ajay Desai <ajay.desai@iifl.com>
Cc: Sanjay Mehta <sanjay.mehta1@iifl.com>, Sanjay Lad <sanjay_lad83@iifl.com>

Thu, Apr 25, 2019 at 12:31 PM

Hi Ajay,

Shared BOQ is ok.

Antony Nadar
Assistant Manager - Technology

Fixed: +91-22-62734147 | Ext: 614147 | Mobile: +91-9769437384
Email: antony.nadar@iifl.com
India Infoline Finance Limited, IIFL House, Plot No.B-23, Sun Infotech Park, Road 16V, Thane Industrial Area, Wagle Estate, Thane, Maharashtra 400604.
www.iifl.com

On Thu, Apr 25, 2019 at 12:18 PM Ajay Desai <ajay.desai@iifl.com> wrote:
Hi Antony,

Please check attached BOM and confirm

Requirement for 6 nos.

Regards,
Ajay Desai | IIFL -Technology | IIFL House, Plot No B-23, Road No 16V, Wagale Estate, Thane (West) - 400 604 | IP - 615155 | D - 022 41035155 |
Attachments area

On Mon, Apr 1, 2019 at 5:48 PM Ajay Desai <ajay.desai@iifl.com> wrote:
Hi Antony,

Please find below pricing for the same.

Line Number	Part Number	Description	Service Duration (Months)	Qty	Unit Price	Extended Price
1.0	CP-7821-K9=	Cisco UC Phone 7821	—	1	6719.76	6719.76
1.0.1	CON-SNT-CP7821K9	SNTC-8X5XNBD Cisco UC Phone 7821	36	1	990.99	990.99
2.0	R-UCL-UCM-LIC-K9	Top Level SKU For 9.x/10.x User License - eDelivery	—	1	0	0
2.0.1	CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9.	36	1	0	0
2.1	CUCM-VERS-11.5	CUCM Software version 11.5	—	1	0	0
2.2	LIC-CUCM-11X-BAS-A	UC Manager-11.x Basic Single User License	—	1	2574	2574
2.2.0.1	CON-ECMU-LICXBASA	SWSS UPGRADES UC Manager-11.x Basic Single User-Under	36	1	1633.632	1633.632
2.3	LIC-UC-ENC	UC Encryption License	—	1	0	0
2.4	UCM-PAK	UCMPAK	—	1	0	0
2.5	LIC-CUCM-11X-BAS	UC Manager Basic 11.x License	—	1	0	0
Total without TAX						11,918.38

Regards,
Ajay Desai | IIFL -Technology | IIFL House, Plot No B-23, Road No 16V, Wagale Estate, Thane (West) - 400 604 | IP - 615155 | D - 022 41035155 |
Attachments area

On Mon, Apr 1, 2019 at 4:33 PM Antony Nadar <antony.nadar@iifl.com> wrote:

Hi Ajay,

Shared BoQ is ok.

Antony Nadar
Assistant Manager - Technology

Fixed: +91-22-62734147 | Ext: 614147 | Mobile: +91-9769437384
Email: antony.nadar@iifl.com
India Infoline Finance Limited, IIFL House, Plot No.B-23, Sun Infotech Park, Road 16V, Thane Industrial Area, Wagle Estate, Thane, Maharashtra 400604.
www.iifl.com

On Mon, Apr 1, 2019 at 4:30 PM Ajay Desai <ajay.desai@iifl.com> wrote:
Hi Antony,

Hi Ajay,

Please find below revised BoQ, kindly validated the same.

Line Number	Part Number	Description	Service Duration (Months)	Qty	Unit List Price USD	Unit Net Price Post Discount	Extended Net Price Post	Disc(%)	conversion	Margin	unit price INR	extended price INR
1.0	**CP-7821-K9=**	Cisco UC Phone 7821	---	6	255.00	61.20	367.20	76.00	92.00	5%	5911.92	35471.52
1.0.1	CON-SNT-CP7821K9	SNTC-8X5XNBD Cisco UC Phone 7821	36	6	41.25	11.55	69.30	72.00	71.00	5%	861.05	5166.32
2.0	**R-UCL-UCM-LIC-K9**	Top Level SKU For 9.x/10.x User License - eDelivery	---	6	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2.0.1	CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9	36	6	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2.1	LIC-CUCM-11X-BAS-A	UC Manager-11.x Basic Single User License	---	6	125.00	30.00	180.00	76.00	71.00	5%	2236.50	13419.00
2.1.0.1	CON-ECMU-LICXBASA	SWSS UPGRADES UC Manager-11.x Basic Single User-Under	36	6	79.35	22.22	133.32	72.00	71.00	5%	1656.50	9939.01
2.2	CUCM-VERS-11.5	CUCM Software version 11.5	---	6	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2.3	LIC-CUCM-11X-BAS	UC Manager Basic 11.x License	---	6	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2.4	LIC-UC-ENC	UC Encryption License	---	6	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
2.5	UCM-PAK	UCMPAK	---	6	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
Total Without Taxes												**63,995.84**

Please Note:

1.The above proposal is exclusive of implementation/installation/engineer support cost for installation of Cp-Phone and the same can be proposed separately if installation service is required by IIFL.

2.The delivery timeline is 4 to 5 working week's from the receipt of firm purchase order (Order will be placed back to back with Cisco)

3.The above pricing is valid only till 1st May'19 and the USD rates may get revised. Kindly ask for revised pricing post the expiry of quote validity.

4.The above Bill of Material is confirmed and validated by IIFL, kindly re-validate the complete BoQ before placing the order.

5.The above shared pricing are only for the reference purpose kindly maintain the confidentiality.

6.All taxes will be charged extra as applicable at the time of billing.

Ajay Desai Tue, Apr 30, 2:41 PM (3 days ago)

to Sanjay, me, Ruchesh

Hi Jason,

As discussed we are ok with below BOQ.

Line Number	Part Number	Description	Service Duration (Months)	Qty
1.0	**CP-7821-K9=**	Cisco UC Phone 7821	---	6
1.0.1	CON-SNT-CP7821K9	SNTC-8X5XNBD Cisco UC Phone 7821	36	6
2.0	**R-UCL-UCM-LIC-K9**	Top Level SKU For 9.x/10.x User License - eDelivery	---	1
2.0.1	CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9.	36	1
2.1	LIC-CUCM-11X-BAS-A	UC Manager-11.x Basic Single User License	---	6
2.1.0.1	CON-ECMU-LICXBASA	SWSS UPGRADES UC Manager-11.x Basic Single User-Under	36	6
2.2	CUCM-VERS-11.5	CUCM Software version 11.5	---	1
2.3	LIC-CUCM-11X-BAS	UC Manager Basic 11.x License	---	6
2.4	LIC-UC-ENC	UC Encryption License	---	1
2.5	UCM-PAK	UCMPAK	---	1

...