

Memorandum Of Understanding

This Memorandum Of Understanding ('MOU') is made as of the date of last signature (hereinafter referred as the 'Effective Date') between **Bargain Technologies Private Limited**, a Company registered under the Companies Act, 1956 and having its registered office at **C-1, 1151, VASANT KUNJ, NEW DELHI South Delhi DL 110070 IN** (Bargain Technologies run the portal www.vantagecircle.com.) Hereinafter referred as 'Vantage Circle' or "Service Provider" and which expression shall unless repugnant to the context thereof mean and include its successors, affiliates as mentioned in Annexure A of this Agreement and assigns) on the first part;

AND

Elsa Robertson, having its registered office at Heidrick and Struggles, Inc (hereinafter referred as 'client' and which expression shall unless repugnant to the context thereof mean and include its successors and assigns) of the other part.

WHEREAS the Vantage Circle through its secured website: <https://www.vantagecircle.com/> is inter-alia in the business of providing an employee engagement solution including employee health and wellness program, employee shopping benefits and reward and recognition program. The services of Vantage Circle are accessible only to employees of corporates that have a tie-up with Vantage Circle

AND WHEREAS Vantage Circle was approached by the client for an Employee health and wellness platform wherein the client will be able to create and run health contests which can be tracked provided the contest includes step count like Walkathon.

AND WHEREAS this MOU outlines the concept of vantagecircle.com, benefits, and responsibility of Vantage Circle.

A. THE BENEFITS

a. The client employees shall have the benefits of Employee Health and Wellness Application wherein the client will be able to create and run health contests which can be tracked provided the contest includes step count like a walking challenge.

B. COVENANTS OF VANTAGE CIRCLE

The Vantage Circle hereby covenants that:

1. Vantage Circle shall have the Health and Wellness Application available for the clients.

2. Any issue with any deals will be resolved by Vantage Circle's team within 2 working days
3. Vantage Circle will take necessary steps to ensure that client data shared with them on their website or otherwise, is protected at all times from internal as well as external threats
4. Passwords will be stored in encrypted format.
5. The client data shared by the client for its employees will never be shared with a 3rd party by The Vantage Circle unless requested by the user.

C. COVENANTS OF CLIENTS

Client hereby Covenants that:

1. Client shall inform Vantage Circle about the domains that need to be enabled.
2. Client will promote the Vantage Circle link prominently in the client Intranet.
3. Client will take reasonable steps to ensure that mails from the vantagecircle.com be allowed inside the client network, provided the mails are not causing any harm to client.

D. CONTACT INFORMATION

Vantage Circle

Contact Person: Asif Zuber Rahman

Email ID: asif.rahman@vantagecircle.com

Tel No: +91 9957471456

Heidrick and Struggles, Inc

Contact Person: Elsa Robertson

Email ID: erobertson@heidrick.com

Tel No: +61 409 930 932

E. REPRESENTATIONS AND WARRANTIES

The Vantage Circle warrants that:

1. There are no encumbrances or other restrictions that may prevent the Vantage Circle from performing any services under this MOU.
2. It shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary or advisable for the performance of its services
3. It is in compliance of all laws, regulations and rules in the conduct of its business and the running of its business establishment
4. It shall adhere to the highest standards of ethics, integrity and lawful conduct in relation to performance of its covenants under this MOU and shall not, in particular, attempt to illegally gratify or influence any person in relation thereto.

F. CONFIDENTIALITY AND DATA PRIVACY

1. Confidentiality

"Confidential Information" shall mean and include any and all information disclosed by the client to Vantage Circle in a written, oral or other tangible form. The Vantage Circle agrees to treat and maintain as Confidential and Proprietary all Confidential Information furnished by client pursuant to or in connection with this MOU. Vantage Circle shall not use such Confidential Information for commercial purposes except as herein provided and shall not disclose any Confidential Information to anyone other than its employees who have a need to know the Confidential Information in the performance of this MOU. The Vantage Circle's obligation under this Section shall survive any termination or expiration of this MOU and shall extend for two (2) years following termination or expiration of this MOU. Both parties shall keep strictly confidential the terms of this MOU and shall not disclose such information to any third parties without the prior consent of the other party.

2. Personal Data Protection

- a) Personal Data shall mean data, which relates to or is capable of identifying any employee of client or client's clients, which Service Provider may receive from client.
- b) Service Provider shall comply with their obligations under all applicable data protection and privacy laws relating to Personal Data and without prejudice to the foregoing shall:
 - i) not share any of their Personal Data with client unless agreed to in writing by client.
 - ii) hold client's Personal Data in confidence and restrict the disclosure of Personal Data to such of its employees, agents, advisors or other third parties as is necessary for the purposes of complying with its obligations pursuant to this MOU;

- iii) not use Personal Data in any other manner, save for the purposes of complying with its obligations under this MOU;
 - iv) take adequate and reasonable security measures necessary to safeguard Personal Data against unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer, or other improper use and immediately notify client of any occurrence of unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer, or other improper use;
 - v) provide client with reasonable assistance in (i) complying with requests from the person about whom the Personal Data relates so far as such Personal Data is in Service Provider's possession or control; (ii) investigating any breach or alleged breach of applicable privacy or data protection laws relating to such Personal Data; and (iii) responding to and complying with any request or demand made by any court or governmental authority responsible for enforcing privacy or data protection laws;
- ensure that no Personal Data is transferred to any third party or other person without prior written consent of client and that, such third party or person shall sign an agreement containing terms relating to the protection of Personal Data that are equivalent to the provisions as are contained in this Section.

H. EFFECTIVE DATE AND TERMINATION

1. This MOU shall become effective on the Effective Date and will remain in full force and effect for a period of one (1) year unless terminated.
2. Either party may terminate this MOU at its convenience, without cause, by giving a thirty (30) days prior written notice to the other party.
3. In the event of any major default by the Vantage Circle, such as breach of confidentiality, breach of IT/Physical Security at client breach of any applicable law, any unethical approach by the Vantage Circle, client may immediately terminate this MOU without giving any notice period.
4. Vantage Circle may immediately terminate this MOU in case if the Client fails to pay the amount due to the Vantage Circle within the prescribed timeline under this MOU. However, termination does not affect the right of Vantage Circle to recover the outstanding amount along with interest thereon from the Client.

I. INDEMNIFICATION

Vantage Circle will be fully and solely responsible for and will defend, indemnify and hold Client harmless, from and against any and all claims by its employees or any third parties, demands, damages, injuries, expenses or any other liability, in any way arising out of The Vantage Circle's performance and/or any breaches of any and all covenants, warranties, representations under this MOU, or provisions of services to client employees.

J. LIMITATION OF LIABILITY

In no event either party shall Client be liable to other party or anyone else for special, collateral, exemplary, punitive, indirect, incidental, or consequential damages, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct or breach of any of the provisions of this MOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AFFILIATES TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE TOTAL AMOUNT PAID BY THE CLIENT IN PRECEDING 6 MONTHS FROM THE DATE WHEN FIRST CLAIM AROSE.

K. GENERAL CLAUSES

1. No variation to this MOU shall be valid unless it is in writing and signed by or on behalf of authorized signatories of each of the parties.
2. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vantage Circle. This MOU shall not restrict client from acquiring similar, equal or like services from other entities or sources.
3. Vantage Circle does not assign this MOU or any rights or obligations under this MOU without the prior written consent of Client. However, Vantage Circle shall at any time assign this MOU or any rights or obligations to its affiliates as mentioned in this Agreement.
4. The failure to exercise or delay in exercising a right or remedy under this MOU shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this MOU shall prevent any further exercise of the right or remedy or the exercise of any right or remedy.
5. The illegality, invalidity or unenforceability of any provision or term of this MOU for any reason whatsoever shall not affect the validity of any other provisions or terms of this MOU and the illegal, invalid or unenforceable provision or term shall be severable from this MOU and shall be deemed deleted from this MOU.
6. This MOU constitutes the entire MOU between the parties hereto relating to the subject matter thereof and supersedes all previous MOUs, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.
7. The validity, interpretation and implementation of this MOU shall be governed by and in accordance with the laws of India and subject to the exclusive jurisdiction to the courts of New Delhi

8. Nothing in this MOU shall be construed as creating a partnership, agency, or joint venture between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
9. The provisions of Clause Representation & Warranties, Clause Confidentiality and data privacy, Clause Indemnification and Clause Limitation of Liability shall survive any termination or expiration of this MOU.
10. This Agreement shall be construed to be completely executed on the date when the Party last signs this Agreement. The said date shall be Effective date of the Agreement.

L. Statement of Work and Commercials

Corporate Wellness Mobile Application for Employees (Android, IOS)

Module	Commercials			
	Unit Rate	Employees Count	One Time Setup	Total Fee
Vantage Fit	\$1 per User Per Week	100	-	\$400

Duration of the Contest: 4 Weeks

The fee includes:

- Branding (Contest Images, User Manual)
- Setting up challenges for the duration of usage

Note: The total fee is subject to change based on the unit rate as mentioned above if the number of employees who would participate in the V-Fit Challenge increases. Further, Vantage Circle shall intimate the name and relevant details of the entity to the Client on whose name the invoice to be raised by the Client.

Further, if the fee couldn't be paid within the said prescribed period, the Client hereby agrees to pay compound interest of 2% per month on the outstanding amount.

IN WITNESS WHEREOF, the parties hereto, duly authorize, affix their signatures as of the Effective Date.

Heidrick and Struggles, Inc

Bargain Technologies Pvt Ltd.

Name: ELSA ROBERTSON

Name: PARTHA PRATIM KALITA NEOG

Elsa Robertson

Designation: Associate

Designation: Director

Date: 6 February 2023

Date:

ANNEXURE A

Name and address of Subsidiaries and step-down subsidiaries of Bargain Technologies Private Limited

1. Name: Bargain Technologies Inc (US Entity)
Address: 4512 Legacy Drive, Suite 100, Plano, Texas- 75024
2. Name: Bargain Technologies BV (Netherlands Entity)
Address: Startbaan 10G, 1185 XR Amstelveen, North Holland, Netherland
3. Name: Bargain Technologies Inc (Canada)
Address: 67 Springbank Mews Southwest, Calgary, Alberta- T3H 4V5