



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

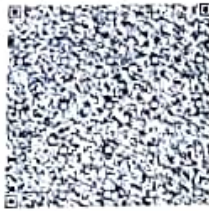
₹100

e-Stamp

Certificate No.	: IN-DL91619590786110V
Certificate Issued Date	: 03-Nov-2023 04:07 PM
Account Reference	: SELFPRINT (PU)/ dl-sell/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF48310837513644V
Purchased by	: G R G M AND COMPANY MANOJ KUMAR GUPTA
Description of Document	: Article 5 General Agreement
Property Description	: MASTER SERVICE AGREEMENT (MSA)
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BARGAIN TECHNOLOGIES PRIVATE LIMITED
Second Party	: ANUNTA TECHNOLOGY MANAGEMENT SERVICES LIMITED
Stamp Duty Paid By	: BARGAIN TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

₹ 100 ₹ 100 ₹ 100 ₹ 100

₹ 100



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-DL91619590786110V

Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Service Agreement

This Service Agreement (hereinafter referred as “Agreement”) is executed by and 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** (hereinafter referred as the “Service Provider/ Vantage Circle”) and which expression shall, unless repugnant to the context thereof, mean and include its successors, assigns and its affiliates namely Bargain Technologies Inc having its address 4512 Legacy Drive, Suite 100, Plano, Texas- 75024; Bargain Technologies BV having its address Startbaan 10G, 1185 XR Amstelveen, North Holland, Netherland; and Bargain Technologies Inc having address 67 Springbank Mews Southwest, Calgary, Alberta- T3H 4V5 on the first part;

AND

Anunta Technology Management Services Limited, a Company registered under the Companies Act, 1956 and having its registered office at **Level 2, Block B6, Nirlon Knowledge Park, off Western Express Highway, Goregaon (East), Mumbai – 400 063** (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.

Service Provider and Client shall collectively referred to as the **Parties**, and individually as the **Party**.

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 Agreement outlines the concept of service, benefits, and responsibility of Vantage Circle.

A. THE BENEFITS

The Client’s Employees shall have the benefits of Employee Health and Wellness Application wherein the Client will be able to create and operate health contests/challenges which can be tracked provided the contest includes step count like a walking challenge, AI based Squats tracking, Mood Logging, Running/Jogging Activity tracking, Mindfulness activities, Heart Rate Measurement, Water/Meal Intake, Calorie Measures and Short workouts.

B. COMMERCIAL

In consideration of the Services to be provided by the Service Provider, the Client agrees to pay the Service Provider a service fee as per **Annexure 1**. The said commercial is only applicable to the contest schedule to take place between 1st November 2023 – 31st January 2024. For any other contest, the parties shall mutually decide the commercial arrangement which shall be governed by this Agreement.

C. 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 in accordance with all applicable statutory requirements.
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 Vantage Circle unless requested by the Client's employee.
6. Vantage Circle shall notify Client of any security breach as soon as practicable, but no later than four (4) hours after it becomes aware of it.

D. COVENANTS OF CLIENT

The Client hereby Covenants that:

1. Client shall Inform Vantage Circle about the domains that need to be enabled.
e.g. @anuntatech.com
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.

E. CONTACT INFORMATION FOR NOTICE OR COMMUNICATION

Vantage Circle

Contact Person: Asif Zuber Rahman

Email ID: asif.rahman@vantagecircle.com

Client

Contact Person: Amar Salvi

Email ID: amar.salvi@anuntatech.com

F. 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 Agreement and any failure on the part of Vantage Circle to discover any matters affecting the due performance of its obligations set out in this Agreement, shall not relieve Vantage Circle from its obligations under this Agreement.
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. The performance of its obligations under this Agreement by Vantage Circle, shall not result in any infringement of any third party intellectual property rights.
5. It shall adhere to the highest standards of ethics, integrity and lawful conduct in relation to performance of its covenants under this Agreement and shall not, in particular, attempt to illegally gratify or influence any person in relation thereto and comply with all applicable anti-money laundering laws and with “Anunta- Global Code of Business Ethics and Conduct for Vendors” attached as Exhibit B to this Agreement. Breach of this provision shall without prejudice to any other right, relief or remedy, entitle Client to terminate this Agreement forthwith.

G. 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, 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 Agreement. 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, Directors, agents, and authorized Signatory who have a need to know the Confidential Information in the performance of this Agreement and are bound by the confidentiality obligations of this Agreement. The Vantage Circle’s obligation under this Section shall survive any termination or expiration of this Agreement and shall extend for two (2) years following termination or expiration of this Agreement. Both parties shall keep strictly confidential the terms of this Agreement 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 Client Personal Data with any other party 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 Agreement;
 - iii) not use Personal Data in any other manner, save for the purposes of complying with its obligations under this Agreement;
 - iv) take adequate 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;

- vi) 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.
- vii) The Service Provider shall always follow the Client's Data Privacy Policy while collecting any information provided by or pertaining to Client and shall abide by the data privacy obligations provided in Exhibit A attached to this Agreement.
- viii) All the Personal Data collected by the Service Provider shall be the property of the Client.
- ix) The Personal Data collected for engagement between 1st November 2023 – 31st January 2024 shall be destroyed within 7 days after the scheduled contest is over and Service Provider shall certify Client in writing of the same. Similarly, the Service Provider shall destroy the Personal Data it will collect for any subsequent contests within 7 days after the contest gets over and certify Client in writing of the same.

H. EFFECTIVE DATE AND TERMINATION

1. This Agreement shall become effective on the 1st November 2023 ("Effective Date") and will remain in force for three (3) years i.e. till 31st October 2026.
2. Client may terminate this Agreement at its convenience by giving a thirty-days advance written notice to the Service Provider.
3. Client shall have the right to terminate this Agreement with immediate effect upon giving written notice of termination to if: (a) the Service Provider has breached any terms of this Agreement or the Annexure 1 or any subsequent annexures, which remain unremedied even after a period of 30 (thirty) days, or has committed a breach of this Agreement which is incapable of remedy,
4. Either party may immediately terminate the Agreement upon giving written notice of termination to the other party if (a) if the other party becomes insolvent or passes a resolution for its winding up or an order is made by the court of competent jurisdiction for the winding up, such order not having been appealed or stayed; (c) an administrative order is made in relation to the other party; (d) a receiver or a liquidator is appointed over, or takes possession of, any of the other party's assets; (e) the other party makes an arrangement or composition with its creditors; (f) the other party ceases or threatens to cease to carry on business or is removed from the relevant register of companies, where applicable.
5. Service Provider shall be entitled to terminate the Agreement upon giving 30 days' written notice of termination for delay/default in undisputed payment by the Client.
6. In the event of termination by either party, the Client shall release all the payments due to the Service Provider, before the effective date of termination.

I. INDEMNIFICATION

Service Provider shall indemnify and hold the Client its directors, officers, employees, representatives and agents harmless against any third-party actions, proceedings and claims and statutory actions and claims, disputes, costs (including reasonable legal costs), charges and expenses, demands, direct actual liabilities, fine, penalties arising against the Client due to:

- i. breach of confidential obligations;
- ii. the infringement of a third party's intellectual property rights due to the Services under this Agreement
- iii. infringement of IPR related obligations;
- iv. breach of its data privacy obligations;
- v. false or misleading information provided to the Client.
- vi. failure or breach by the Service Provider to perform any of its obligations under this Agreement.

J. LIMITATION OF LIABILITY

1. In no event shall the either party, its officers, directors, affiliates, representatives or employees, be liable to the other or any other person for any special, indirect, incidental, or consequential damages of any kind including, but not limited to, loss of profits or damages to business reputation however caused and on any theory of liability, whether in an action for contract, strict liability or tort (including negligence) or otherwise, whether or not a party has been advised of the possibility of such damage.
2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR INDEMNIFICATION FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, DATA PRIVACY OBLIGATIONS AND INFRINGEMENT OF IPR RELATED OBLIGATIONS, 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 SUBSCRIPTION FEE PAID BY THE CLIENT FOR THE PARTICULAR CONTEST DURING WHICH THE CAUSE OF ACTION AROSE.
3. Nothing in this Agreement shall be taken to exclude or limit the Service Provider's liability under or arising out of this Agreement cannot be excluded by law.
4. Client's liability arising out of or in connection with this Agreement, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed INR 40,000.

K. GENERAL CLAUSES

1. No variation to this Agreement 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 Agreement shall not restrict Client from acquiring similar, equal or like services from other entities or sources.
3. Vantage Circle does not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the Client.

4. The failure to exercise or delay in exercising a right or remedy under this Agreement 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 Agreement 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 Agreement for any reason whatsoever shall not affect the validity of any other provisions or terms of this Agreement and the illegal, invalid or unenforceable provision or term shall be severable from this Agreement and shall be deemed deleted from this Agreement.
6. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter thereof and supersedes all previous Agreements, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.
7. The validity, interpretation and implementation of this Agreement shall be governed by and in accordance with the laws of India and subject to the exclusive jurisdiction to the courts of Mumbai.
8. Nothing in this Agreement shall be construed as creating a partnership 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, Exhibit A, Exhibit B, Clause Indemnification and Clause Limitation of Liability shall survive any termination or expiration of this Agreement.
10. This Agreement shall be construed to be completely executed on the date when the party last signs this Agreement.
11. Irrespective of the date of execution, the Agreement shall be effective from November 1st, 2023

THE PARTIES HAVE SUBSCRIBED TO THEIR SIGNATURES THROUGH THEIR AUTHORIZED SIGNATORIES AS TOKEN OF HAVING ACCEPTED THE TERMS AND CONDITION OF THIS AGREEMENT

Anunta Technology Management Services Limited Bargain Technologies Pvt Ltd.

Name: **Amar Salvi**
Designation: Sr. Vice President,
HR and Training
Date:

Name: Partha Pratim Kalita Neog
Designation: Director
Date: 03/11/2023

Annexure 1

Commercial

Module	Commercials for 650 employees		
	One Time Setup (Exclusive of GST)	Monthly Subscription Fee (Exclusive of GST)	Reward Points
Vantage Fit	INR 1,50,000	<p>Rate: INR 160 Per Employee Per Month</p> <p>The monthly subscription charges will be calculated based on the number of active participants in a specific month, with a minimum billing requirement of INR 48,000, which is equivalent to a guaranteed minimum of 300 active participants.</p> <p>For each active participants beyond 300, per employee per month rate shall be charged by the Service Provider.</p>	1 Reward Point = INR 1

Contest Duration: 3 Months (November 6th, 2023 - February 4th, 2024)

Invoicing and Payment Term:

One Time Setup Fee: The Service Provider shall raise the invoice immediately at the time of execution of Agreement. The Client shall release the payment within 30 days on receipt of the invoice to start implementation process.

Monthly Subscription Fee: The Service Provider shall raise the invoice on or before 7th of every month for the service provided in the preceding month. The Client shall release the undisputed payment within 30 days from the date of receipt of the invoice.

Reward Point Fee: The Service Provider shall raise the invoice on or before 7th of every month for the reward points allocated in the preceding month. The Client shall release the undisputed payment within 30 days from the date of receipt of the invoice.

Note:

- 1. Active Participants means and includes any employees who log into the app of the Service Provider.*
- 2. The parties acknowledge and agree that the Service Provider may still raise an invoice for the specified tenure even if it is not done within the mentioned timelines. The timelines are included solely to ensure clarity and mutual understanding between the parties.*

3. *The said commercial is only applicable to the contest schedule to take place between 1st November 2023 – 31st January 2024. For any other contest, the parties shall mutually decide the commercial arrangement which shall be governed by this Agreement.*
4. *The One Time Setup cost includes:*
 - i. *Branding (Design, Banners, Slogan)*
 - ii. *Setting up challenges for the duration of usage with goals and activities every week/month*

Exhibit A

Privacy and Personal Data Processing Exhibit

1. DEFINITIONS

1.1. For the purpose of this Exhibit A, the following terms shall have the meaning ascribed to it hereunder:

(i) “personal data, sensitive personal data” shall have the same meaning as defined in the Information Technology Act, 2000 (as amended in 2008) and any amendment thereto or as the context so demands; including the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (and any subsequent amendments) and such other laws that may be introduced in India with regard to Indian data subjects;

(ii) “process / processing” shall mean any action taken in conjunction with data such as collection, copying, reproduction, transferring, searching, sorting, storage, separating, crossing, merging, modification, provisioning, usage, disclosure, dissemination, saving, organizing, storing, adjusting, accessing, disclosure by transmission or otherwise making available, hiding, moving and otherwise making unavailable, as well as implementation of other actions in connection with the data, regardless of whether it is performing automatic, semiautomatic or otherwise;

(iii) “sub-processor” means any processor engaged by the data importer (subject to the written consent of the data exporter) who agrees to receive from the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter in accordance with its instructions, the terms of this agreement and the terms of the written subcontract to be executed between the data importer, data exporter and the sub-processor;

(iv) “data subject” means any natural person whose data is being collected and shared by the data exporter to the data importer for the purpose specified in the Agreement;

(v) “Data Privacy Officer” means the person responsible to handle all data privacy related matters. Client DPO is a nominated person from data exporter & Local DPO is a nominated person from data importer;

(vi) “applicable data protection law” means the legislation protecting the fundamental rights and freedom of the data subjects and, in particular, their right to privacy with respect to the processing of their personal data applicable to the data exporter and data importer in the country in which the data exporter is established;

(vii) “technical and organizational security measures” mean those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. DETAILS OF THE TRANSFER

2.1. The details of the transfer and in particular the special categories of personal data / sensitive personal data, is captured in Annexure B of this Exhibit A.

3. OBLIGATIONS AND WARRANTIES OF THE DATA EXPORTER

3.1. The data exporter agrees and warrants:

- (a) that the collection and transfer of the personal data of the data subjects has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law;
- (c) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (d) that it will ensure compliance with the data protection law; and
- (e) that, if the transfer involves sensitive personal data, consent of the data subject has been obtained or will be obtained before the transfer of sensitive personal data to the data importer.

4. OBLIGATIONS OF THE DATA IMPORTER

4.1. The data importer agrees, represents and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the terms of this Exhibit A and applicable data protection laws; if it cannot provide such compliance for whatever reasons, it agrees to inform the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the Agreement and this Exhibit A;
- (b) that it shall restrict access to personal data and sensitive personal data of data subjects by employees who need to access same to fulfil the data importer's obligations under the Agreement;
- (c) that it has no reason to believe that any applicable law prevents it from fulfilling the instructions received from the data exporter and its obligations under this Exhibit A and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided in this clause, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the Agreement and this Exhibit A;
- (d) that it has implemented the technical and organisational security measures specified in Annexure A before processing the personal data and sensitive personal data transferred by the data exporter;
- (e) that it has implemented required procedures to ensure trainings as provided & specified in Annexure to the SLA/SOW;

- (f) that it has implemented required data retention & deletion process as provided & specified in Annexure to the SLA/SOW;
- (g) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access to the personal data and sensitive personal data of the data subjects transferred by the data exporter;
 - (iii) a breach of its obligations under this Exhibit A, as soon as practicable after it becomes aware of such breach; and
 - (iv) any request or complaint received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (h) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data and sensitive personal data;
 - (i) at the request of the data exporter to submit its data processing facilities for audit which shall be carried out by the data exporter or an inspection body appointed by the data exporter composed of independent members and in possession of the required professional qualifications and are bound by a duty of confidentiality
- (j) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (k) that the processing services by the sub-processor will be carried out in accordance with the terms stipulated under this Agreement; and
- (l) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

5. DATA SUBJECT ACCESS REQUEST

5.1. Any request from a data subject received directly by the data importer must be immediately notified to the local DPO. The Local DPO shall, on receiving such notification, notify to the head of Human Resource/head of information technology, of the data exporter, as soon as practicable for further course of action. If the data importer has not formally appointed a DPO, notification to the client DPO should be made by the designated person from the data importer, whose details should be informed to the client DPO.

5.2. The onus of addressing requests received from the data subjects, vests with the Data Exporter. The data importer shall neither address nor honour any such requests received directly from data subjects, without the prior written consent and approval from the data exporter.

6. COMPLAINT HANDLING

6.1. A complaint/request for amendment, received directly from a data subject must be immediately reported to the local DPO, who shall, on receiving such complaint notify to the client DPO and / or Anunta SPOC as soon as practicable, as required.

6.2. Local DPO shall investigate the complaint appropriately after determining authenticity of data subject and analyzing other factors and submit the report to the client DPO and / or Anunta SPOC, as required.

6.3. Any request for amendment received from data exporter must be actioned upon as soon as practicable.

6.4. Any request for information raised by any regulator or similar appropriate authority is required to be taken care of, in consultation with data exporter.

7. CO-OPERATION WITH SUPERVISORY AUTHORITIES

7.1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

7.2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor (if applicable), which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

7.3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor. In such a case the data exporter shall be entitled to take such measures as prescribed under this Agreement.

8. SUB-PROCESSING AND SUB-CONTRACTING

8.1 The data importer shall not subcontract any of its processing operations (including but not limited to outsourcing compute, data storage, web application and other infrastructure hosting facilities, application development and enhancement etc.) performed on behalf of the data exporter without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under this agreement, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under this agreement. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

8.2 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the applicable data protection law. The data importer shall keep a list of sub-processing agreements for the data exporter's audit/review. The list shall be made available to the data exporter's data protection supervisory authority.

8.3 The data importer may sub-contract its services under this Agreement to any other third party only upon obtaining a prior written consent from Anunta. In such an event if any information shared by the data importer with the sub-contractor includes any confidential information of Anunta or any personal information of the data subjects, the data importer shall execute appropriate non-disclosure agreements with such sub-contractors, wherein the confidentiality obligations assumed by such sub-contractors are equal to or greater than the obligations assumed by the data importer in this Agreement.

9. DATA MINIMIZATION

9.1. Data Minimization refers to the practice of limiting the collection of personal information to that which is directly relevant and necessary to accomplish a specified purpose, where the data controller/data exporter must ensure that personal data is collected for:

- (a) specified, explicit and legitimate purposes i.e. personal data shall be collected only for the limited purposes of processing, which the data controller/data exporter is legally authorized to engage; and
- (b) must be adequate, relevant and not excessive in relation to the purposes for which they are collected and/or further processed i.e. only personal data considered necessary for the limited purposes of processing, shall be collected by the data controller /data exporter

9.2. The data controller/data exporter must also ensure that such data is retained only for as long as is necessary to fulfil that purpose.

10. PROHIBITION ON SALE OF PERSONAL DATA

10.1. Parties to this Exhibit A hereby agree to undertake the responsibility of ensuring that client data, including personal and sensitive personal data, shall not be sold by the data exporter to parties outside the scope of this agreement / or to a 3rd party (either for free or in exchange for a consideration). The Parties to this Exhibit A also agree to assure that their respective staff do not annotate documents shared between the parties in relation to the Services Agreement.

11. RIGHT TO AUDIT

11.1 The data importer shall maintain true and correct records in connection with the provision of the Services as per the Agreement, and shall cause the sub-contractors and/or sub-processors to maintain the same for a period not less than 12 months, unless the data exporter agrees to a shorter period for the retention of such records. The data importer acknowledges that the obligation stipulated under this clause is fair and reasonable and the same does not contravene any provisions of applicable law.

11.2 The data exporter and/or any regulatory authority having authority over the data importer shall, at its expense, have the right to audit all records referred to in this Clause 11, at all reasonable times and from time to time during the term of the Agreement and upon giving ten (10) Business Days' notice in writing to the data importer. The data exporter and the relevant regulatory authority shall also have the right to audit the data importer's compliance and the sub-contractor's and/or sub-processor's compliance with all applicable requirements under various applicable Data Privacy laws and regulations, rules and procedures. Such audits may be conducted to consider the quality of Services, compliance with the undertakings given, statutory and other regulatory requirements, and the data exporter's policies and procedures. It shall be the obligation of the data importer to: (i) familiarize itself with the data exporter's policies and procedures; and (ii) communicate the same to the sub-contractors and/or sub-processors engaged by the data importer and ensure that such sub-contractors and/or sub-processors strictly adheres to such policies and procedures at all times while they are being engaged.

11.3 The data importer agrees to allow sufficient access to its personnel, office documentation and files to enable the data exporter and/or relevant regulatory authority and/or any third-party auditors appointed by the data exporter to carry out such audits. The data importer shall ensure that its officers and employees provide all reasonable assistance to the Customer or its nominees and/or relevant regulatory authority and/or any third-party auditors in the conduct of such audits.

11.4 In addition to the data exporter's rights referred to in Clause 11.2, the data exporter shall have the right to be a party with the data importer in the joint inspection and audit of the records of any sub-contractor or sub-processor, relating to the provision of the Services. The data importer shall ensure that the provisions of this Clause are included in all contracts entered into with its sub-contractors/ Licensors/ agents / affiliates for supply of labour, equipment, materials or any services in relation to the Master Agreement.

11.5 The data exporter shall, at all times during the term of the Agreement and until the expiry of six (6) months after termination of this Agreement, permit the data exporter or its duly authorised representatives, access to the non-financial records of the data importer for the purposes of performing audits in connection with the Services rendered. All expenses relating to the performance of audit or joint inspection as envisaged in this Clause shall be borne by the data exporter.

11.6 If the audit reveals any failure by the data importer to comply with its obligations under the Agreement or this Exhibit A or under any Law applicable to the data importer as a provider of the Services, including all applicable Data Privacy laws and regulations, rules and procedures, the data importer shall promptly take all necessary steps to correct that failure. For any non-compliances/non-adherence to the requirements observed on part of the data importer, the data exporter retains the right to terminate the Agreement on immediate basis and the costs incurred/levied for such failure and non-compliances/non-adherence shall be completely borne by the data importer.

11.7 The data importer shall make available to the data exporter; results of audits conducted by or on behalf of the data importer or provide upon request of the data exporter, results of any audit that has been conducted by regulatory or certification bodies, revealing any circumstance/s relating to the Services provided and which could have an adverse impact on the data importer's ability to perform any of the Services in accordance with the Agreement or to comply with any Law applicable to the data importer.

12. DATA PRIVACY BREACH REPORTING

12.1. A "Data Privacy breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data and/or sensitive personal data transmitted, stored or otherwise processed.

12.2. It is the responsibility of the data importer/Sub-Contractor/Sub-Processor to ensure that all Data Privacy Breaches and similar incidents are reported to the Anunta SPOC / Anunta Data Privacy Officer (DPO) within 12 hours from the discovery of the breach / incident.

13. DATA PRIVACY TRAINING

13.1. The Licensor / Data Importer shall at all times during the term of the Agreement, shall keep itself updated and cause its employees, representative, sub-processors and sub-contractors to be updated on the

laws and procedures involved in the processing of Personal Data and with regard to the principles contained in the General Data Privacy Policy and any other applicable data privacy laws and regulations, rules and procedures.

13.2. The Licensor / Data Importer shall provide specific training to its employees, personnel, sub-contractors and sub-processors (as the case may be) and educate/sensitise them on the requisite measures and protocol that is required to be followed by them while handling personal information of the data subjects and or such other confidential information shared by the data exporter. Further, the Licensor/Data Importer shall ensure that it has implemented the required procedures to successfully execute all such trainings and requirements.

13.3. This agreement has been entered into on the date stated at the beginning of this document.

14. **LIABILITY** The data importer shall indemnify, defend and hold the data exporter harmless from and against any and all third party claims of loss, liability, costs and expenses (including reasonable legal fees and costs) arising out of a breach of any of the terms of this agreement and/or the applicable data protection laws by the data importer or any sub-processor and/or sub-contractor appointed by the data importer. Indemnification is contingent upon: (a) the data exporter promptly notifying the data importer of a claim; and (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim.

15. **OBLIGATIONS AFTER THE TERMINATION OF THE AGREEMENT**

15.1. The parties agree that on the termination of the Agreement, the data importer the sub-processor and the sub-contractor shall, at the choice of the data exporter, return all the personal data and sensitive personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and sensitive personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data and sensitive personal data transferred and will not actively process the personal data and/or sensitive personal data transferred anymore.

15.2. The data importer, warrants that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures as may be required by the data exporter. The data importer shall seek similar warranty from its sub-processors and/or the sub-contractors, thereby enabling the data exporter to review and audit the security measures implemented such sub-processors and/or sub-contractors in handling the information of the data exporter and the data subjects.

16. Both Parties hereby agree and acknowledge that, all other provisions of the Agreement, not expressly modified or amended by this Exhibit A continue to remain in full force and effect and the Agreement and this Exhibit A will be read in conjunction and construed as one document. In case of any inconsistency between the terms of the Agreement and this Exhibit A, to the extent of such inconsistency the Exhibit A shall prevail.

Both Parties hereby agree and acknowledge that, all other provisions of the Agreement, not expressly modified or amended by this Exhibit A continue to remain in full force and effect and the Agreement and this Exhibit A will be read in conjunction and construed as one document. In case of any inconsistency between the terms of the Agreement and this Exhibit A, to the extent of such inconsistency the Exhibit A shall prevail.

The Parties hereto have duly executed this Exhibit A as of the date and year hereinabove first written:

DATA EXPORTER	DATA IMPORTER
Name: Anunta Technology Management Services Ltd. Authorised signature & Stamp: Date: _____	Name: Bargain Technologies Private Limited Authorised signature: Signatory Name- Partha Pratim Kalita Neog Designation- Director Date: 03/11/2023

ANNEXURE A to Exhibit A

This Annexure A forms part of the agreement and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clause 3(c) and Clause 4(d) (or documents/legislation attached):

Data Importer has implemented the technical and organisational measures specified in this Annex A before processing the personal data transferred:

1. Vendor is ISO - ISMS 27001:2013 certified at all the time;
2. Vendor has implemented comprehensive Personal Information Management System & Framework;
3. Vendor is carrying out third party Application Security tests for the following
 - a) the Web Application, current as well as every time an update or upgrade is made to the Web Application
4. All USB ports for desktops, laptops, thin clients, servers, storage boxes are disabled & only enabled based on business requirement to prevent any data transfer through USB or external hard disks;
5. User access control for access to any system;
6. External mail & internet access are disabled by default and are provided only to designated users post appropriate business justification and approval;
7. Following is implemented across all offices, all floors, all operating area, all data centers of Vendor;
 - a) Authorized access on the floor area through access card as well as biometric controls;
 - b) CCTV monitoring across all offices, all floors, all operating area, all data centers;
 - c) 24X7 security guards
 - d) Visitor Control;
 - e) Fire & Safety Controls;
8. Organization level Data Privacy Policy & governance in place;
9. Appointed Data Privacy Officer;
10. Ongoing training & awareness sessions for all its employees; and
11. All employees are required to sign the Data Protection Obligation document at the time of joining. Further, at the request of the Data Exporter, the Licensor/Data Importer shall conduct background verification checks on its employees (through a competent agency). Such verification includes but not limited to Residence, Education, Previous Employments, Criminal & Police Verifications.
12. Should the data importer engage any sub-contractor/sub-processor, the data importer shall ensure that such sub-contractors/sub-processors implement the above security measures as mandated by the data exporter from time to time.

Annexure B to Exhibit A

This Annexure B forms part of the agreement and must be completed and signed by the parties. Parties to the agreement may complete or specify any additional necessary information to be contained in this Annexure.

Data exporter
ANUNTA TECHNOLOGY MANAGEMENT SERVICES LIMITED

Data importer
Bargain Technologies Private Limited

Data subjects
Anunta employees

Categories of data
Name, mobile number and email address of the Anunta employees

Processing operations
Anunta employees taking part in the contest will register on the application

Trainings & guidelines

List of data privacy and other regulatory and mandatory trainings recommended / to be provided by the data exporter. If no trainings are/will be provided, please mention NA.

Training name	Purpose	Training mode	Frequency

*Applicable to Data importer staff and to sub-processor staff, as applicable

Data retention & deletion schedule

Please list data retention period of the Personal Data to be collected, stored, processed, transmitted, retained by data importer i.e. electronic or physical retention, if any. **NA**

File name	Type of data	Type of retention	Location	Retention period	Deletion process	Confirmation procedure
	Platform data – inclusive of first name, last name, email address	Client Data Retention	Bangalore, Karnataka	90 Days	Retained as long as the user is a customer or requested to be deleted by the user	Until no longer needed or requested to be deleted

EXHIBIT B

ANUNTA- GLOBAL CODE OF BUSINESS ETHICS AND CONDUCT FOR VENDORS

1. Objective:

At Anunta Technology Management Services Limited, including its subsidiaries (collectively, “Anunta” or the “Company” or “We/we”), we are committed to drive our business with highest standards of ethics, honesty, compliance with law and integrity. Anunta is committed to diversity, inclusion and dignity for each, and every person associated with it.

The Global Code of Business Ethics and Conduct (the, “Code”) is designed to guide the conduct of all the vendors, their employees, officers, agents and their subcontractors, and any other persons required to carry on the required business and services for Anunta, regardless of location, function or position (“Vendor Employees”), on ethical issues that are faced during the normal course of business. Anunta believes that the Vendor Employees should observe the same philosophy and values which are the basis of Anunta’s business. This Code will set the guiding path for how the Vendor Employees will behave during their normal course of business and acting in accordance with the Code is a responsibility for all the Vendor Employees. Anunta’s foundation is based upon the trust which our clients and employees have in the performance and integrity of the Vendor Employees and hence, this Code aims to make it simple and clear that acting with ethics, honesty, integrity to business and compliance with all the applicable laws are non-negotiable. Vendor Employees shall introduce suitable processes within their organizations that support such compliance and drive continuous improvements with regard to the requirements included in this Code.

2. Scope:

All Vendor Employees of Anunta.

3. Flow Down Terms:

If Vendor Employees are acting as subcontractors on behalf of Anunta, their obligations shall be consistent with the obligations imposed on Anunta by its end client/s.

4. Consequences of non- compliance:

At Anunta, we take reports of misconduct seriously, conducting investigations where necessary, and addressing issues appropriately. The breach of the Code can put Anunta at substantial risk. Any breach/violation of the Code can lead to termination of association with the Vendor Employees, along with other required and necessary actions per applicable law, policies, and practices. Vendor Employees shall ensure that they promptly give all assistance, information and explanations to Anunta or its employees and its professional advisors as they may reasonably request in regard to breach of this Code. Further, in case Anunta conducts an enquiry into an alleged breach of this Code, the Vendor Employees shall extend their full cooperation and assistance to ensure that such enquiry is conducted in a proper manner.

Our Vendor Employees operate in different parts of the worlds where legal and cultural norms are different and hence, although this Code is comprehensive, it cannot cover each situation and hence everyone using this Code must use their good and fair judgment and obtain additional guidance when needed. If you are

concerned that a decision or action is a possible violation of the Code, please reach out to the Governance Committee of the Board/ Board of Anunta.

All Vendor Employees must receive and review a copy of this Code. By reviewing the copy of this Code, Vendor Employees represent and warrant to Anunta that they have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws (as updated and amended from time to time), this Code and generally accepted standards of business ethics and conduct. Further, in case of any contradiction between the internal policies or systems applicable to the Vendor Employees as per the terms their employment with the Vendor and this Code, the Vendor Employees acknowledge that the terms of this Code shall prevail and agree to abide by the terms of this Code. After reviewing the Code as aforementioned, all such Vendor Employees must then certify in writing that they (1) have reviewed the Code; (2) agree to abide by the Code; and (3) agree to report any potential violations of the Code to the Governance Committee of the Board/ Board of Anunta. In addition, Anunta will offer periodic training programs to educate Vendor Employees about the requirements and obligations of this Code. All Vendor Employees must participate in such training and Anunta must retain attendance records establishing compliance with this requirement.

Vendor Employees hereby agree to indemnify Anunta with regard to any government or third-party investigations related to or arising out of Vendor Employees alleged or actual violation of this Code.

5. Recordkeeping and internal controls

This Code requires that all expenditures made by Anunta are accurately reflected in Anunta's financial records and that all payments made with Anunta's funds, or on behalf of Anunta, have been properly authorized. Vendor Employees must follow all applicable standards, principles, laws and practices for accounting and financial reporting. Vendor Employees must be timely and complete when preparing all reports and records required by management. In particular, Vendor Employees should ensure that no part of any payment is made for any purpose other than that which is fully and accurately described in Anunta's books and records. Vendor Employees should use best efforts to ensure that all transactions, dispositions, and payments involving Anunta's funds or assets are properly and accurately recorded in Anunta's financial records. No undisclosed or unrecorded accounts are to be established for any purpose. False or artificial entries are not to be made in Anunta's books and records for any reason. Finally, personal funds must not be used to accomplish what is otherwise prohibited by this Code. Anunta will conduct periodic audits of its books and records to monitor compliance with this Code.

6. Policies/Scheme

- a) **Compliance with Laws and Industry Standards.** Vendor Employees shall not take any action which places or is likely to place Anunta in violation of laws or which could be detrimental to reputation and / or the business interests of Anunta. Vendor Employees are required to operate in full compliance with all applicable local, national, and international laws (as updated and amended from time to time) (Singapore, Canada, UK, USA and India) and regulations in the jurisdictions in which they do business, including but not limited to: The Factories Act, 1948 and Industrial Employment (Standing Orders) Act, 1946 in India; Employment Rights Act, 1996 and The Equality Act, 2010 in UK, the laws administered and enforced by US Department of Labour, Department of Industry Act, 1995 in Canada, Industrial Relations Act, 1960 in Singapore and those relating to labour and employment, health and safety, human and civil rights, environment, and others in all relevant jurisdictions, and will also follow

the relevant International Trade Control (ITC) regulations of all countries in which Vendor Employees operate as they relate to importing and exporting goods, technology, software, services and financial transactions.

- b) **Anti-Bribery and Anti- Corruption.** Vendor Employees must conduct their activities in full compliance with this Code, the laws of the Republic of India and all globally applicable anti-bribery and anti-corruption laws (as updated and amended from time to time), including but not limited to the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable), the United States Foreign Corrupt Practices Act (“FCPA”), the California Consumer Privacy Act, 2018, the UK Anti- Bribery Act, 2010, the Prevention of Corruption Act, 1960 from Singapore, Prevention of Corruption Act, 1988 and Foreign Contribution Regulation Act 1976 (FCRA) in India. Under this Code, Vendor Employees are not permitted to give or offer anything of value, directly or indirectly, to any Government Official or to any other private entity /individual which would violate ethical norms as reflected under this Code and applicable anti-bribery and anti-corruption laws. The term “Government Official” includes all officers or employees of a government department, agency or instrumentality; permitting agencies; customs officials; candidates for political office; and officials of the purpose of improperly obtaining or retaining a business advantage. “Anything of value” should be broadly interpreted to include cash, gifts to family members, forgiveness of a debt, loans, personal favours, entertainment, meals and travel, political and charitable contributions, business opportunities and medical care, among other items. Simply put, bribes, kickbacks, any facilitation money or grease payments or similar payments are never permitted, whether made to a Government Official or to customers, investors, clients or other private parties. Similarly, Vendor Employees may not solicit or accept such payments. If confronted with a request or demand for an improper payment or other violation of this Code, the request or demand must be immediately rejected and reported to Anunta’s Chief Operating Officer. Similarly, if any Vendor Employee knows or believes that an improper payment has been or will be made, the Vendor Employee must also report such payment to Anunta’s Chief Operating Officer. Anunta’s policy is that no adverse action will be taken against any personnel in retaliation for honestly and in good faith, reporting a violation or suspected violation of anti-corruption laws or this Code.

c) **Gifts, Meals, Entertainment, Travel and Lodging.**

This Code sets forth various rules relating to gifts, entertainment, travel, meals and lodging. All such expenditures must be recorded accurately in the books and records of Anunta, in accordance with Section 5 above.

- i. **Gifts.** As a general matter, Anunta competes for and earns business through the quality of its personnel, products and services, not with gifts or lavish entertainment. The use of Anunta’s funds or assets for gifts, gratuities, or other favours to Government Officials or any other individual or entity (in the private or public sector) that has the power to decide or influence Anunta’s commercial activities and business prospects is prohibited, unless all of the following circumstances are met. (a) the gift does not involve cash or cash equivalent gifts (e.g., gift cards, store cards or gambling chips); (b) the gift is permitted under both local law and the guidelines of the recipient’s employer; (c) the gift is presented openly with complete transparency. Presenting of unacceptable gifts to officers or employees of government-owned or controlled commercial enterprises such as state-owned or

controlled universities, airlines, oil companies, health care facilities or other vendors are also prohibited. Similarly, unacceptable gifts to family members and close associates of individuals with the power to decide or influence Anunta's commercial activities and business prospects are also prohibited (e.g., it is not permissible to give a lavish gift to the sibling, spouse or child of a government employee if a gift to the concerned individual would be prohibited under this Code). (d) the gift is properly recorded in Anunta's and Vendor Employees' books and records; (e) the gift is provided as a token of esteem, courtesy or in return for hospitality and should comport with local custom; and note that the provision of gifts, as well as the reporting requirements, in this Code, apply even if Vendor Employees are not seeking reimbursement for the expenses (i.e. paying these expenses out of your own pocket does not allow you to avoid these requirements). As a general rule, Vendor Employees shall not extend any gesture or gift on behalf of Anunta or represent such gesture or gift as being extended by Anunta, to any entity / individual, without prior approval from Anunta. Vendor Employees must also not accept or permit any member of his or her immediate family to accept any gifts, gratuities or other favours from any customer, supplier or other person doing or seeking to do business with Anunta, other than items of nominal value.

- ii. **Meals, Entertainment, Travel and Lodging.** Common sense and moderation should prevail in business entertainment and the payment of travel and lodging expenses by Vendor Employees engaged in on behalf of Anunta. Vendor Employees should provide business entertainment to or from anyone doing business with Anunta only if the entertainment is infrequent, modest and intended to serve legitimate business goals. Meals, entertainment, travel and lodging should never be offered as a means of influencing another person's business decision. Each should only be offered if it is appropriate, reasonable for promotional purposes, offered or accepted in the normal course of an existing business relationship, and if the primary subject of discussion or purpose of travel is business. The appropriateness of a particular type of entertainment, travel and lodging of course, depends upon both the reasonableness of the expense and on the type of activity involved. This is determined based on whether or not the expenditure is sensible and proportionate to the status of the individual involved and the nature of interactions (business or otherwise) with the said individual. Adult entertainment is strictly prohibited. Expenses for meals, entertainment, travel and lodging for Government Officials or any other individual or entity (in the private or public sector) that has the power to decide or influence Anunta's commercial activities may be incurred only if the expenses are bona fide and related to a legitimate business purpose and the events involved are attended by appropriate Anunta representatives. All expense reimbursements must be supported by receipts, and expenses and approvals must be accurately and completely recorded in Anunta's records. In all instances, Vendor Employees must ensure that the recording of the expenditure associated with meals, lodging, travel or entertainment clearly reflects the true purpose of the expenditure. Note that the provision of meals, entertainment, travel and lodging as well as the reporting requirements, in this Code, apply even if Vendor Employees are not seeking reimbursement for the expenses (i.e. paying these expenses out of your own pocket does not allow you to avoid these requirements). Further, no offer of meals, entertainment, travel, or lodging can be made on behalf of Anunta (or represented as being extended / offered by Anunta) without prior approval from Anunta.

- d) **Political contributions and charitable donations.** Vendor Employees may not make political or charitable donations, whether in their own name or in the name of Anunta, to obtain or retain business or to gain an improper business advantage for Anunta. Any political or charitable contributions by Anunta must be permitted under the law, permissible pursuant to the terms of this Code, made to a bona fide organization, and in the case of political contributions or charitable contributions connected to any Government Official or government entity, made with the prior approval of Board of Directors. Vendor Employees may not make political contributions on behalf of Anunta or its affiliates.
- e) **Relationships with third parties.** Anti-corruption laws prohibit indirect payments made through a third party, including giving anything of value to a third party while knowing that value will be given to a Government Official for an improper purpose. Therefore, Vendor Employees should avoid situations involving third parties that might lead to a violation of this Code. Vendor Employees who deal with third parties are responsible for taking reasonable precautions to ensure that the third parties conduct business ethically and comply with this Code. Such precautions may include, for third parties representing Anunta before governmental entities, conducting an integrity due diligence review of a third party, inserting appropriate anti-corruption compliance and other provisions in the third party's written contract, requiring the third party to certify that it has not violated and will not violate this Code and any applicable anti-corruption laws during the course of its business with Anunta, and monitoring the reasonableness and legitimacy of the services provided by and the compensation paid to the third party during the engagement. Vendor Employees retaining third parties that will be representing Anunta before governmental entities must take prior approval of Anunta's Chief Operating Officer. Vendor Employees shall not either directly or indirectly take any action, make any offers or representations, enter into any agreements (oral or written) with any third party on behalf of Anunta without prior written approval from Anunta. If Vendor Employees have reason to suspect that a third party is engaging in potentially improper conduct, Anunta shall conduct an investigation and stop further payments to the third party if the Anunta's suspicions are verified through the investigation.
- f) **Conflict of Interest.** A conflict of interest is a situation where one or more persons or entities have competing interests and the serving of such interest may be detrimental to another. A "conflict of interest" occurs when personal interest of any Vendor Employee interferes or appears to interfere in any way with the interests of Anunta. Vendor Employees are expected to disclose to Anunta, any existing or prospective situation that presents an actual conflict of interest or that could have the appearance of a conflict of interest, in relation to their role as Vendor Employees. This includes situations in which an Anunta employee or contractor has an interest in, or economic ties with, the Vendor Employees' business, or otherwise attempts to obtain personal benefit by virtue of his or her position. Vendor Employees will neither give nor accept hospitality or gifts that might appear to incur an obligation.
- g) **Confidential Information.** In the course of their business relationship with Anunta, Vendor Employees may gain knowledge of, or receive access to, confidential information belonging to Anunta. This includes information of a sensitive or proprietary nature, trade secrets and other non-public information. Vendor Employees are required to safeguard and maintain in strict confidence all confidential information of Anunta and must not disclose Anunta's confidential information to other parties, except as authorized in writing by an officer of Anunta or when disclosure is required by law. In case a Vendor Employee is compelled to disclose Anunta's confidential information under applicable

law, the Vendor Employee shall take all reasonable steps to inform Anunta of the same at the earliest possible opportunity, such that Anunta can obtain appropriate protective orders. In meeting this requirement, Vendor Employees are expected to use at least the same degree of care to prevent unauthorized disclosure as the Vendor Employees would use in respect of their own confidential information. In no event may Vendor Employees or agents take for themselves opportunities that are discovered through the use of Anunta's confidential information or use Anunta's confidential information for personal gain. Vendor Employees are reminded that their obligations to Anunta in respect of confidential information extend even after their business relationship with Anunta has ended.

- h) **Data Security.** Vendor Employees are required to maintain good security practices and processes within the technology and systems they utilize and their day-to-day business activities with Anunta. Vendor Employees who receive access to sensitive information belonging to Anunta or its employees are required to take all steps necessary to maintain the security of that data. Vendor Employees are required, at a minimum, to comply with all applicable national and international data security laws and regulations (as updated and amended from time to time) including but not limited to General Data Protection Regulation (GDPR), The Health Insurance Portability and Accountability Act of 1996, Information Technology Act, 2000 and the rules framed thereunder from India, Personal Data Protection Act from Singapore, The Privacy Act, 1988 from Australia and other prevailing industry laws and standards. Upon request, Vendor Employees should be prepared to share with Anunta their data security policies and procedures and any applicable business continuity plans or practices.
- i) **Intellectual Property.** Any use of Anunta's trademarks, logos, domain names or other intellectual property by Vendor Employees must be approved prior to use. Vendor Employees are also expected to respect Anunta's intellectual property, conduct technology and know-how transfers in a manner protecting intellectual property rights. Vendor Employees must prevent any misuse of Anunta's intellectual property.
- j) **Forced Labour.** Anunta has zero tolerance for involuntary labour of any kind and will terminate its business relationship with any Vendor Employee who uses involuntary labour or purchases from any subcontractor who uses involuntary labour of any kind. The guiding principles of UN Forced Labour Convention of 1930, as amended and updated from time to time, will be applied in relation to the forced labour, along with other applicable laws (as updated and amended from time to time). Vendor Employees will have to comply with all applicable national and international laws and regulations (as updated and amended from time to time) including but not limited to The Bonded Labour System (Abolition) Act, 1976 from India, Modern Slavery Act 2015 from UK, Modern Slavery Act 2018 from Australia, The Trafficking Victims Protection Act of 2000 from US among others.
- k) **Child Labour.** Anunta does not employ children for their business purposes. For this purpose, child means any person below 18 years of age. Vendor Employees must comply with all applicable child labour laws (as updated and amended from time to time), including those related to minimum age, hiring, wages, hours worked, overtime and working conditions.
- l) **Diversity, Discrimination and Harassment.** Vendor Employees should provide a work environment that offers equal opportunity to their employees and that is free from unlawful discrimination or harassment. Vendor Employees will not use corporal punishment, threats of violence or other forms of physical coercion or harassment and will not resort to any unacceptable treatment such as mental harassment, sexual harassment or discrimination, whether against Anunta's employees, clients, or other

relevant parties. The various laws, as amended from time to time, including but not limited to the Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013 in India, the Equality Act, 2010 in UK, The Sex Discrimination Act 1984, The Disability Discrimination Act 1992 and The Racial Discrimination Act 1975 from Australia, The Singapore Protection From Harassment Act, 2014 and the rules and the acts governed by the U.S. Equal Employment Opportunity Commission among others shall be applicable to Vendor Employees. In case any complaint of harassment (sexual or otherwise) or illegal discrimination is raised against a Vendor Employee, Anunta reserves the right to conduct due investigation into the complaint as per applicable laws, and the respective vendor (being the employer of the Vendor Employee) agrees to take action based on Anunta's recommendations.

- m) **Insider Trading:** Confidential, price-sensitive information may only be acted on or passed on if the transfer of information is necessary for legitimate business reasons ("Need to know-Principal"). Anyone who has such information may not recommend or initiate transactions—with respect to any securities or other financial instruments—the price of which may be affected by such information. Anunta must be informed immediately if a Vendor Employee has reason to believe information is being or has been shared that violates insider trading regulations. The SEBI Act, 1992 and the Companies Act, 2013 (India), the European Market Abuse Regulation (MAR), 2016, Securities and Futures Act (SFA) in Singapore, the Corporations Act, 2001 in Australia etc. are some of the examples of the laws and regulations for prohibiting insider trading. The provisions of these laws plus all other applicable laws, rules and regulations related to the insider trading will apply for all the Vendor Employees.

7) **Reporting requirements and whistle blower protection.**

Anunta takes its commitment to ethical compliance very seriously and expects all Vendor Employees to share that commitment. Anunta, therefore expects and requires any Vendor Employees who have knowledge of, or reason to suspect, any violation of this Code to report the matter to the Board/ Governance Committee of the Board immediately. Reports may be made anonymously. It is Anunta's policy that, if the report of known or suspected violations is made honestly and in good faith, no adverse action will be taken against any Vendor Employees in retaliation for reporting a violation or suspected violation of this Code. All questions regarding this Code should be directed to Anunta's Chief Operating Officer.

8) **Miscellaneous:**

- i. **Relationship:** The relationship between the Vendor Employees and Anunta shall at all times be construed as a principal-to-principal relationship. At no point of time shall the Vendor Employees be considered as an agent / employee / officer, etc. of Anunta.
- ii. **Modification:** Anunta reserves the right to modify the terms of this Code at any point of time. Vendor Employees undertake that it is their duty and obligation to keep themselves apprised of any update to the Code in this regard.

APPENDIX A

GLOBAL CODE OF BUSINESS ETHICS AND CONDUCT FOR VENDORS- CERTIFICATIONS

This is to acknowledge that I have received, read and fully understood Anunta's Global Code of Business Ethics and Conduct (the, "Code"). I agree to comply with all the rules and requirements contained therein. I agree to report any potential violations to the Board/ Governance Committee of the Board. I understand that failure to comply with the Code may result in immediate termination. Should I have any questions regarding the Code or find any deviations or violations, I will contact the Chief Operating Officer of Anunta immediately.

Signature:

Name: Partha Pratim Kalita Neog

Designation: Director

Company: Bargain technologies Private Limited

Date: 03/11/2023