

Service Agreement

This Service Agreement (hereinafter referred as “Agreement”) is entered

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

Armacell India Private Limited , a Company registered under the Companies Act, 1956 and having its registered office at GAT NO.744 AND 745, PUNE NAGAR ROAD, LONIKAND, Pune, Maharashtra, 412216 (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 solutions 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

- a. 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. 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. Vantage shall ensure that it shall not share this information with any third person without the consent of the company.
4. Passwords will be stored in encrypted format.
5. The client data shared by client for its employees will never be shared with a 3rd party by Vantage Circle unless requested by the Client's employee..

C. COVENANTS OF CLIENT

The 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: Pratiksha Das, Account Executive, Vantage Circle

Email ID: pratiksha.das@vantagecircle.com

Tel No: 9101859611

ARMACELL INDIA PRIVATE LIMITED

Contact Person: Niti Auluck

Email ID: niti.auluck@armacell.com

Tel No: 93724 95812

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 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. 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.

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 (by means of writing) 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. The Vantage Circle's obligations 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 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 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 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;

- 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.

H. EFFECTIVE DATE AND TERMINATION

1. This Agreement shall become effective on the Effective Date and will remain in force for a period of one year unless terminated.
2. Either party may terminate this Agreement at its convenience by giving thirty days written notice.
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 Agreement without giving any notice period.

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, expenses or any other liability, in any way arising out of Vantage Circle's performance and/or any breaches of any and all covenants, warranties, representations under this Agreement, or provisions of services to client employees.

J. LIMITATION OF LIABILITY

In no event shall client be liable to Service Provider 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'S AND ITS RELATED PARTIES' TOTAL AGGREGATE LIABILITY TOWARDS THE OTHER PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO US\$1,000.

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 MOU without the prior written consent of 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 parallel 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 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 Agreement s, 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 Pune.
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, 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 23rd October 2023.

L. COMMERCIALS

| Module | Commercials | | | |
|-------------|-------------------------------|-------|-----------------------------|--------------------------|
| | Platform Fee | Users | Amount Total (Annual) (INR) | One Time Setup Fee (INR) |
| Vantage Fit | INR 90 Per employee per month | 100 | 1,08,000 (90*100*12) | 60,000 |

NOTE:

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 9,000, which is equivalent to a guaranteed minimum of 100 participants.

For each active participants beyond 100, per employee per month rate shall be charged by the Service Provider.

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 immediately at the time of execution of the Agreement.

Platform Fee: The Service Provider shall share the Invoice for First month's Subscription Fee at the time of execution of the Agreement. The Client agrees to pay the same along with One Time Setup fee. Thereafter, the Service Provider shall raise invoice within 5 days from the completion of each month and the Client shall make the payment within 30 days from the date of invoice.

The timelines given above pertaining to raising of invoice are merely for the sake of understanding. This does not preclude the Service Provider from issuing the invoice after the said timelines.

The Platform fee includes:

- Branding (Design, Banners, Slogan)
- Sewing up challenges for the duration of usage with goals and activities every week/month

In witness whereof the Parties hereto affixed their signatures.

Armacell India Private Limited

Bargain Technologies Pvt Ltd.

Name:
Designation:
Date:

Name: ANJAN PATHAK
Designation: CTO and CO-FOUNDER
Date: 14-06-2024