

## ADDENDUM 1 TO SERVICE AGREEMENT

**THIS ADDENDUM to the Service Agreement** (hereinafter referred to as “**Addendum**”) is executed on the last date of signature below, by and between,

**Bargain Technologies Private Limited**, a company incorporated under the provisions of Companies Act, 1956 (as amended from time to time) and having its registered office at C-1, 1151, Vasant Kunj, New Delhi- 110070, (hereinafter referred to as “**Company/Service Provider**”) of the One Part; and

**Finwizard Technology Private Limited**, a private limited company incorporated under the Companies Act, 2013 with its registered office at Queens Paradise, 1st Floor, Curve Road Shivajinagar, Bangalore-560052, Karnataka, and its affiliates (hereinafter referred to as the “**Customer**”) of the Other Part.

Company and Customer are individually referred to as “**Party**” and collectively as “**Parties**”.

### WHEREAS:

- A. Company and Customer had entered into a Services Agreement for Vantage Fit (“**Agreement**”) dated 2<sup>nd</sup> day of September 2024, for a one-time, six week challenge ending on the 13<sup>th</sup> of October 2024.
- B. The Parties hereto mutually intend to modify the terms of the Agreement hereof to the extent and the manner as hereinafter appearing. The Addendum shall override and replace the provisions of the Agreement, to the extent as hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Parties hereby mutually agree to replace the clauses of the Agreement as mentioned below:

- 1.1 Clause 2 (2.3) to be revised and replaced with

“2.3 Fisdrom may at any time require the Service Provider to perform additional services. In the event that such additional services are incidental/ancillary (for instance, bug fixes, software updates, technical support, additional user training, user account management) to the Services mentioned herein, it shall be provided by the Service Provider at no extra cost to Fisdrom.”

- 1.2 Clause 6 is to be replaced with

### “6. INTELLECTUAL PROPERTY

**6.1** Fisdrom acknowledges that all information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material, supplies (collectively “**Materials**”) of any nature whatsoever in all deliverables produced/created/provided by Service Provider as a result of any of the Services, and all copies of the foregoing, created for / provided to Fisdrom by way of rendering of Services by the Service Provider at any time including without limitation the Materials created up to the date of execution of this Agreement and Materials created/provided under this Agreement shall be the sole and exclusive property of the Service Provider. Where applicable, such Materials shall be deemed (“**Works Made for Hire**”) of which the Service Provider shall be deemed to be the author. To the extent that any Materials are deemed to be (“**Works Made for Hire**”), the Service Provider shall retain all rights, titles, and interests of any kind, nature, or description in and to the Materials, including copyrights and any

other intellectual property rights therein, with no assignment, transfer, or grant of rights to Fisdom.

**6.2** Service Provider represents and warrants that any Materials including all its components created under this Agreement shall not infringe any rights including the intellectual property rights of any third-party.

**6.3** Fisdom shall have no rights and shall not at any time in future claim any rights in the said Materials.

**6.4** Service Provider shall retain all rights, titles and interests in and to Service Provider's Intellectual Property. Service Providers Intellectual Property means all Intellectual Property rights in the information, data, software, tools and other deliverables developed, owned, controlled by or for the Service Provider.

**6.5** The provisions of this clause shall survive the termination and expiry of this Agreement.”

2. This Addendum shall be treated as part and parcel of the Agreement and embodies the entire and final agreement in respect of the subject matter hereof and supersedes any prior written or oral agreement, representation, understanding, arrangement, communication, commitment or expression of intent relating to the subject matter of this Addendum. The Parties agree and acknowledge that except to the extent stated herein, all other terms and conditions of the Agreement shall continue to be binding on the Parties and the Parties shall continue to comply with the same.

3. The Parties further agree that except and to the extent as expressly stipulated herein, nothing shall be considered as in any way affecting or impairing any other terms and provisions of the Agreement and all the other provisions of the Agreement shall remain in full force and effect.

4. All the other terms and conditions of the Agreement shall mutatis mutandis apply to this Addendum. In the event of any conflict and/or inconsistencies between this Addendum and the Agreement, this Addendum shall prevail in relation to the subject matter of the Addendum.

5. Capitalized terms not defined herein shall derive their meaning from the Agreement.

6. Electronic Signatures: This Addendum may be digitally signed. Each Party agrees that the electronic signatures (E-signature), whether digital or encrypted, of the Parties included in this Addendum are intended to authenticate this Addendum and to have the same legal force and effect as manual wet signed signatures. The use of E-signature and digitally signed electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

7. Effective Date: Irrespective of the date of execution of the Agreement, the Addendum shall be effective from the **2<sup>nd</sup> day of September 2024**.

8. Execution Date: This Addendum shall be construed to be completely executed on the date when the Party last signs this Addendum.

IN WITNESS WHEREOF THIS ADDENDUM HAS BEEN DULY EXECUTED BY AN  
AUTHORISED REPRESENTATIVE.

Signed for and on behalf of

Signed for and on behalf of

**Bargain Technologies Inc.**

**Finwizard Technology Private  
Limited**

**Name:** Anjan Pathak

**Name:** Karanjeet Singh Batra

**Designation:** CTO

**Designation:** COO

**Date:**

**Date:**