

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 “**Supplier/Vendor/Company**”) of the One Part; and

Serum Institute of India Pvt Ltd, a private limited company incorporated under the Companies Act, 2013 with its registered office at 212/2 Off Soli Poonawalla Road, Behind Akashwani, Hadapsar, Pune 411028 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 19th day of November 2024, for a one-time, challenge ending on the 18th of February 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 L to be revised and replaced with

“L. COMMERCIALS

Module	License Count	Subscription Fee per User/Month (Exclusive of GST)	One-Time SetupCost	Total Amount for Contest Period (Exclusive of GST)(OTC+ Total Subscription)
Vantage Fit	390	INR 250 / Employee / Month	NA	INR 2,92,500.00

Note: Contest fees are to be charged based on the duration of the challenge and the number of participating employees. This agreement is applicable only to the 390 participants. There will be additional agreements in the subsequent weeks for the next set of participants.

Contest Period: **3 months** (19th November 2024 - 18th February 2025).

Invoicing and Payment Term:

Fee: The Service Provider shall raise the invoice immediately at the time of execution of the Agreement. The Client shall release the payment within 30 business days from the invoice date.

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

The Commercial fee includes:

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

Taxes:

The service provider shall raise an invoice for the services rendered hereunder and Goods and Services Tax ("GST"), if applicable, duly accompanied by the requisite supporting and the client shall verify the same and make the undisputed payment thereof post receipt of the valid invoice from the service provider.

Invoice must be raised on the registered office address of the client as mentioned in this agreement.

All invoices shall minimum include the following details-

- Full postal address of the service provider from where the invoice will be raised;
- GSTIN Number;
- HSN/SAC Codes against each line item & description of goods/services;
- Applicable GST slab and rate; and
- PO Number (if applicable), PAN, TIN, TAN (if applicable) & all other information as required by Section 31 of the CGST Act.

The Client shall inform the service provider if any of the required information is missing and the service provider shall issue a corrected invoice within a reasonable time period or as mutually agreed between the parties. It is mandatory for the service provider to submit a soft copy of tax invoices as per the below instructions.

The service provider must ensure that a softcopy of tax invoice is delivered to the email address as mentioned in this agreement. Upon request by the client, the service provider shall arrange for a physical copy of the tax invoice.

In case the client observes any discrepancy in tax invoice, the client will notify such discrepancy to the service provider within 15 days and the service provider shall submit a revised tax invoice within 3 working days of receipt of notification from the Client. The service provider must submit a softcopy of the amended/revised tax invoices. The client shall have no liability to pay the fees/charges in respect of services performed by the service provider where the service provider fails to submit a valid tax invoice/revised tax invoice within 15 working days of completion of services; or receipt of notification from the client of a discrepancy in the invoice.

All applicable taxes shall appear as a separate line item on the invoice. It will be the responsibility of the service provider to deposit taxes recovered through the invoice with the appropriate tax authority on or before the due date. If any penalty is charged on account of delay in making payment of taxes, then it will be paid by the service provider and the client will not be responsible for any such penalties. If necessary, the client may ask for proof of payment of such taxes with applicable tax authority. All payments under this agreement shall be subject to the deduction of relevant taxes at source from the consideration payable to the service provider. The service provider will be solely responsible for paying taxes on its income such as income tax or taxes of any other nature on business profits..”

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 **29th day of November 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
Bargain Technologies Inc.

Signed for and on behalf of
Serum Institute of India Pvt Ltd

Name: Anjan Pathak
Designation: CTO
Date:


Name:
Designation: Director HR
Date: 03/12/2024