

SERVICE AGREEMENT

This Service Agreement (hereinafter referred as “Agreement”) 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- 110070** (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

AVALON CONSULTING (Div of STRATBIZ CONSULTING PRIVATE LIMITED), a Company registered under the law of India and having its office at **WeWork 247 Park, 13th Floor, Hindustan C, Bus Stop, 247 Park, Lal Bahadur Shastri Marg, Gandhi Nagar, Vikhroli West, Mumbai, Maharashtra 400079**, (hereinafter referred to as ‘Client’ and which expression shall unless repugnant to the context thereof mean and include its successors and assigns) of the other part.

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

WHEREAS Vantage Circle is inter-alia engaged 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

- i. 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

- i. The Vantage Circle hereby covenants that:
1. Vantage Circle shall have the Health and Wellness Application available for the clients.
 2. Any issue with any deals will be resolved by Vantage Circle's team within 2 working days
 3. Vantage Circle will take necessary steps to ensure that client data shared with them on their website or otherwise, is protected at all times from internal as well as external threats
 4. Passwords will be stored in encrypted format.
 5. The client data shared by 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

- i. The Client hereby Covenants that:
1. The client shall Inform Vantage Circle about the domains that need to be enabled. { @consultavalon.com }
 2. The client will promote the Vantage Circle link prominently in the Client Intranet
 3. The client will take reasonable steps to ensure that mails from vantagecircle.com be allowed inside the Client network, provided the mails are not causing any harm to the client.

D. CONTACT INFORMATION

Bargain Technologies Private Limited

Contact Person: L Sangita Devi
Email ID: sangita.devi@vantagecircle.com
Tel No: +91 7002465340

AVALON CONSULTING

Contact Person: Tanya Arora
Email ID: tanya.arora@consultavalon.com
Tel No: +91 8966871231

E. REPRESENTATIONS AND WARRANTIES

- i. 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

i. Confidentiality

“Confidential Information” shall mean and include any and all information disclosed by the either party (“Disclosing Party”) to the other party (“Receiving Party”) in a written, oral (captured in writing within 30 days from the date of disclosure) or other tangible form. The Receiving Party agrees to treat and maintain as Confidential and Proprietary all Confidential Information furnished by the Disclosing Party pursuant to or in connection with this Agreement. The Receiving Party 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, authorized Signatory, or such other person/entity who have a need to know the Confidential Information in the performance of this Agreement. The Receiving Party 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.

ii. 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.

G. EFFECTIVE DATE AND TERMINATION

- i. This Agreement shall become effective on the Effective Date and will remain in force for a period of one year unless terminated.
- ii. Either party may terminate this Agreement at its convenience by giving a thirty (30) days' written notice to the other party.
- iii. Consequences of termination: The Client agrees to clear all outstanding dues before the effective date of termination.

H. INTELLECTUAL PROPERTY RIGHTS

- i. For the purposes of this Agreement, "**Intellectual Property**" means and includes all intellectual property and related priority rights anywhere in the world, arising from or in respect of the following, whether protected, created or arising under applicable laws and whether registered/ registerable or not, as well as applications for the grant of any such rights and all renewals and extensions, including all patents, utility models, trademarks, trade names, domain names, designs, copyrights and related rights (including, without limitation, rights in computer software), topography rights, rights in databases, know-how and other intellectual property rights, in each case and all rights having equivalent or similar effect anywhere in the world.
- ii. Each Party, including its affiliates, hereby expressly agrees, admits and acknowledges that all rights, titles and interests in the Intellectual Property of each Party or its further modification or development, shall exclusively belong to the respective Parties. Nothing in this Agreement shall confer any right, title or interest, whatsoever, in favour of the other Party in any Intellectual Property of either Party and/or its affiliates and nothing herein will create any ownership or other right on Intellectual Property of such Party.

I. INDEMNIFICATION

- i. Each Party shall indemnify and hold the other Party 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 other Party due to infringement of IPR related obligations.

J. LIMITATION OF LIABILITY

- i. In no event shall either party be liable to the other party or anyone else for special, collateral, exemplary, punitive, indirect, incidental, or consequential damages, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct or breach of any of the provisions of this Agreement.
- ii. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER'S AND ITS AFFILIATES' 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 50% OF THE SUBSCRIPTION FEE, SUBJECT TO MAXIMUM INR 90,000.

K. GENERAL CLAUSES

- i. 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.
- ii. 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
- iii. Neither party assign this Agreement or any rights or obligations under this Agreement without the prior written consent of other party. However, Vantage Circle may assign any right or obligation under this Agreement to any of its Affiliates.
- iv. 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.
- v. 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.
- vi. 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.

- vii. 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 New Delhi.
- viii. 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.
- ix. The parties have the authority and capacity to enter into this agreement.
- x. This Agreement shall be construed to be completely executed on the date when the Party last signs this Agreement.
- xi. Irrespective of the date of execution, the Agreement shall be effective from 9 September,2024.

L. COMMERCIALS

Module	Commercial	
	Subscription Fee per User (Exclusive of GST)	Total Amount (Exclusive of GST)
Vantage Fit	INR 300 for 100 licences for 3 months	INR 90,000

Note: Contest fees are to be charged based on the duration of the challenge and the number of participating employees.

Invoicing and Payment Term:

Subscription Fee: The Service Provider shall raise the invoice immediately at the time of execution of the Agreement. The Client shall release the payment immediately at the time of execution of the Agreement. For a 3-month subscription, billing will be conducted on a monthly basis, with payment due upfront.

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

IN WITNESS WHEREOF THE PARTIES HERETO AFFIXED THEIR SIGNATURES.

AVALON CONSULTING

Bargain Technologies Pvt Ltd

Divya jain

Name: Divya Jain

Name: Anjan Pathak

Designation: HR Head

Designation:

Date: 2nd September 2024

Date: