

## **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

**Decision Foundry**, a Company registered under the law of India and having its office at **Golden Millenium, 69/1, Millers Rd, Kaverappa Layout, Vasanth Nagar, Bengaluru, Karnataka 560052**, (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. 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 the client for its employees will never be shared with a third 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. { @decisionfoundry.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](mailto:sangita.devi@vantagecircle.com),  
Tel No: 07002465240,

**Decision Foundry**

Contact Person: [Christy Philip](#),  
Email ID: [christy.p@decisionfoundry.com](mailto:christy.p@decisionfoundry.com),  
Tel No: [08088741814](tel:08088741814)

E. **REPRESENTATIONS AND WARRANTIES**

i. 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 the 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 Month** unless terminated, i.e. till the **27/02/2025**.
- ii. Either party may terminate this Agreement at its convenience by giving a 7 (seven) 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 provided if the services are completed successfully as per the agreed deliverables by both the parties as agreed mutually.

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 45,000.

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 may 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 the **27/01/2025**.

L. COMMERCIALS

Module	Commercial			
	License Count	Subscription Fee per User (Exclusive of GST)	One Time Set up Cost	Total Amount (Exclusive of GST)
Vantage Fit	100	INR 250/User or License	INR 20,000	INR 45,000

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

**Invoicing and Payment Term:**

**Fee:** The Service Provider shall raise two GST invoices, one for One Time Set up Cost payable immediately at the time of execution of the Agreement.

**And** the other for Subscription Fees payable within 30 days from the date of execution of this Agreement.

**Note: All the invoice payment is subject to TDS Deduction as per the income tax applicable and the TDS Certificate will be shared for the deducted tax amount.**

*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 invoice with 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 to pay taxes on its income such as income tax or taxes of any other nature on business profits.

**IN WITNESS WHEREOF THE PARTIES HERETO AFFIXED THEIR SIGNATURES.**

**Decision Foundry**

**Bargain Technologies**

**Name:** Praveen Dalal

**Name:** Anjan Pathak

**Designation:** VP - People Functions

**Designation:** CTO & Co Founder

**Date:** 21st Jan'2025

**Date:**