

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter called the "Agreement") is made and entered:

BETWEEN

TITAN COMPANY LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No. 3 SIPCOT Industrial Complex, Hosur, 635126 and having its corporate office at "Integrity", No. 193, Veerasandra, Electronic City P.O., Off Hosur Main Road, Bengaluru - 560100 (hereinafter referred to as "Titan", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) through its authorized signatory **Mr. Krishnamurthi, General Manager of the One Part;**

AND

Bargain Technologies Private Limited a company registered under Companies Act, 1956, having its registered office at C-1, 1151, Vasant Kunj, New Delhi- 110070 (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) through its authorized signatory **Mr. Anjan Pathak, CTO of the Other Part;**

The Service Provider and Titan shall hereinafter where the context so requires, be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. Titan is *inter alia* engaged in the business of manufacturing and marketing of watches, jewellery, eyewear and other lifestyle products through an effective retail network including without limitation through its e-commerce websites;
- B. The Service Provider is *inter alia* engaged in the business of providing SAAS platform to its corporate clients for employee reward & recognition, health & wellness, benefits, engagement survey and brand campaign.
- C. Service Provider has represented to Titan that it has developed an application named **VANTAGE FIT** which has all the licenses, permissions, and infrastructure to provide various

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Health and Wellness solutions. Such aforesaid services shall be availed by Titan including but not limited to VANTAGE FIT.

D. The Parties intend to record the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings of the Parties under this Agreement, the Parties agree as follows:

1. DEFINITIONS

1.1. **"Agreement"** means this document together with all schedules, annexures, attachments as well as any amendments and/or addendums that the Parties can conclude in the future in writing signed by authorized representatives of the Parties.

1.2. **"Application"** refers to VANTAGE FIT, a health and wellness application developed by the Service Provider.

1.3. **"Confidential Information"** means all information of, which includes any and all information, whether written, oral or otherwise, concerning the business, operations, prospects, finances, or other affairs of Titan, its affiliates, associates or subsidiaries which includes, without limitation, any commercial, financial, technical or operational information, product specifications, data analysis, compilations, notes, extracts, materials, reports, drawings, design specifications, graphs, charts, studies, know-how, compositions, designs, sketches, photographs, drawings, past, current, and planned research and development, current and planned marketing or distribution methods and processes, products and services (existing or planned), projects, technology, finances (including revenue projections, cost summaries, pricing formulae), clientele, current and anticipated customer requirements, markets, market studies, or those of its clients or customers, or any existing or future plans, market opportunities, forecasts or strategies in respect thereof; together with any ideas, concepts, formulas, methods, know how, trade secrets, designs, research, development or improvements, specifications, techniques, processes, algorithms, schematics, samples, computer programs, testing procedures, software designs, internal documentation, design and function specifications, service and technical records, service strategies or operational techniques, methods or policies, product requirements, problem reports, analysis and performance information; customer lists, details of customers or suppliers, information

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relating to persons employed; or any other data of any kind relating to or which is derived from, contains, refers, reflects or leads to any of the above and also includes all notes, analyses, compilations, reports, studies, summaries and other material prepared based, in whole or in part, on any information included in the foregoing. It also includes (a) any sensitive personal data or information/ personal information as defined under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (or any re-enactment thereof) regarding any employee of Titan, customer or any other person receiving benefits from Titan; (b) any and all information disclosed by Titan to the Service provider, in whatever format, that is either identified as or would reasonably be understood to be confidential or proprietary (c) terms and conditions of this Agreement;

- 1.4. **"Documentation"** means the documentation prepared by the Service Provider and supplied/ made available on the Application or separately to Titan specifying how the Application should be used.
- 1.5. **"Intellectual Property Rights"** means and includes any proprietary rights in respect of or in connection with any intellectual properties including but not limited to brand name, logos, drawings, models, graphics, products, trademarks, service marks, copyright, extended or revived copyright, design rights, patents, moral rights, performer's property rights, trade and business names (including goodwill associated with such marks and names), Confidential Information, database rights or any similar right exercisable in any part of the world, rights in the nature of unfair competition rights, the right to sue for passing off or past infringement and any other intellectual property rights, in each case whether or not registrable, registered or unregistered or pending registration, and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights similar to any of the foregoing items, each for their full term (including any extensions, modification, adaptation, alteration, translation or renewals thereof) and wherever in the world enforceable.
- 1.6. **"Titan Marks"** shall have the meaning as mentioned in Clause 17.5 of this Agreement.

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- 1.7. **"Titan Materials"** or **"Titan Data"** means and includes all images, information, data, works and materials:
- a) uploaded to, stored on, processed using or transmitted via the Application by or on behalf of Titan or by any person or application or automated system using Titan's account;
 - b) otherwise provided by Titan, including but not limited to Confidential Information (defined hereinafter), to the Service Provider in connection with or pursuant to this Agreement; and
 - c) all data and information transmitted to the Application
- 1.8. **"Services"** means the services as detailed in Annexure-I of this Agreement, as subscribed by Titan from time to time.
- 1.9. **"Service Provider's Property"** shall have the meaning as mentioned in Clause 12.1 of this Agreement.
- 1.10. **"New Functionality"** shall have the meaning as mentioned in Clause 5.3 of this Agreement.
- 1.11. **"PII"** shall have the meaning as mentioned in Clause 7.2 of this Agreement.
- 1.12. **"Support Services"** means support and maintenance services provided or to be provided by the Service Provider to Titan.
- 1.13. **"Term"** means the term of this Agreement as mentioned in Clause 2 of this Agreement.
- 1.14. **"Upgrades"** means new versions of, and updates to, the Application, whether for the purpose of fixing an error, bug or other issue in the Application or enhancing the functionality of the Application.

2. TERM


This Agreement shall be effective from the **1st of November 2025** ("**Effective Date**") and shall continue to remain in force till the **31st of October 2026** ("**Term**"), unless terminated in accordance with the terms and conditions of this Agreement. Upon expiry, this Agreement may be renewed or extended by the mutual written consent of the Parties.

3. ACCESS TO THE APPLICATION AND SERVICES

- 3.1. Upon subscription, the Service Provider shall make available and provide access to the Application to Titan and its authorized users by creating user accounts or any other mutually agreed mode. This access shall be provided promptly and without any undue delay to enable Titan and its users to utilize the Services effectively.

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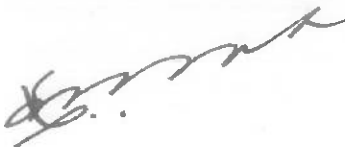
- 3.2. On subscription, the Service Provider hereby grants to Titan a non-exclusive, non-transferable, revocable, license during the Term only to access, and use the Application. This license shall include all necessary rights for Titan and its users to avail the Services. The Service Provider shall ensure that the Application remains fully operational and accessible at all times during the Term, subject to scheduled maintenance and unforeseen outages. Upon expiry of the Term, Titan's access to the Challenge Features and Design, as detailed in Annexure-1, shall be revoked.

4. OBLIGATIONS OF THE SERVICE PROVIDER

- 4.1. Service Provider shall allocate a person who will be a single point contact for providing necessary assistance to Titan and coordinate various activities in testing and implementing the Application, within 7 days following the Effective Date. The Service Provider shall inform Titan in writing if there is any change in the single point contact for providing necessary assistance and coordinating various activities in relation to the Application within 2 days of such change;
- 4.2. Service Provider shall provide a committed and seamless Application to meet the levels of service as specified in this Agreement;
- 4.3. Service Provider shall respond to issues raised by Titan with respect to the Application, within the timelines specified in this Agreement. If the issue is not reasonably acknowledged within 7 (seven) business days it will be considered as express breach of this Agreement, unless the Service Provider has valid reasons and, notwithstanding any other provision of this Agreement, Titan shall be entitled to forthwith terminate this Agreement with immediate effect
- 4.4. Whenever the Service Provider plans to modify/ delete functions or features in the Application (other than by way of an Upgrade), the Service Provider shall do so after providing prior intimation on a best effort basis to Titan at least 3 (Three) business days prior to such modification/ deletion or changes in Application. Further, such modifications/ deletion or changes, as the case may be, shall not materially degrade the Services subscribed by Titan as per the terms of this Agreement;
- 4.5. Service Provider shall provide required software, Documentation, manuals, support Application and equipment, if required in order enable Titan to use the Application;

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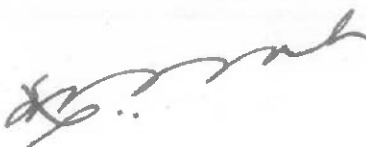
- 4.6. Service Provider shall ensure that none of its employees or personnel indulge in any practice or activity which shall be considered unprofessional, unethical, unlawful, illegal, fraudulent or harmful to Titan or its goodwill or infringement of any third party's intellectual property;
- 4.7. The Service Provider shall be in compliance with all applicable laws at all times and shall notify Titan upon any notice of any non-compliance in connection with the provisions of the Services and the Application to the extent that any such non-compliance affects the rights of Titan under this Agreement.
- 4.8. The Service Provider shall use commercially reasonable efforts to ensure that the Application shall not contain or transmit any material that may be harmful to computer systems including but not limited to viruses, worms, Trojans, or password- cracking programs that may adversely affect Titan's systems and servers.
- 4.9. Service Provider agrees that the Application provided under this Agreement shall be implemented on terms that are mutually agreed by the Parties.
- 4.10. The Service Provider shall be solely responsible for all liabilities and obligations arising in relation to or otherwise in connection with its employees including without limitation remuneration, entitlements, statutory dues, statutory compliances and other contributions under applicable laws, from to time to time.

5. UPGRADES AND NEW FUNCTIONALITY

- 5.1. Subject to prior intimation to Titan, Service Provider may apply Upgrades to the Application, which Upgrades may result in material changes to the appearance and/or functionality of the Application, however, any material changes which adversely affects the functionality/ efficiency/ effectiveness of the Application shall be considered as material breach of this Agreement and, notwithstanding any other provision of this Agreement, Titan shall be entitled to forthwith terminate this Agreement with immediate effect, unless such breach is cured within 7 (seven) business days of occurrence of such breach.
- 5.2. Titan shall not be subject to any additional charges arising out of the application of the Upgrade, unless otherwise agreed between the parties.
- 5.3. In the event where the Service Provider introduces a new functionality to the Application which is an improvement from the existing Application ("New Functionality"), the Service Provider shall propose the terms of the New Functionality and Titan may at its sole discretion

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accept or reject the New Functionality. In the event where Titan decides to accept the New Functionality, the Parties may mutually agree upon such conditions for availing the New Functionality.

- 5.4. Any decision by Titan not to avail the New Functionality will not prejudice Titan's access to and use of the rest of the Application.

6. SERVICE LEVEL

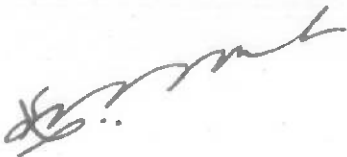
- 6.1. Service Provider acknowledges the importance of up-time and uninterrupted Services and hereby commits to provide not less than 99.79% uptime Services to Titan during the Term of the Agreement, subject to scheduled maintenance downtime and/or unforeseen outages.

7. DATA PROTECTION

- 7.1. Titan shall at all times own all right, title and interest (including all Intellectual Property Rights and other proprietary rights) over Titan's property including but not limited to its Confidential Information, Titan Data and Titan systems. The Service Provider shall not use any PII (defined hereinafter), if any, Titan Data, Confidential Information stored in or transmitted through the Application, for any purpose except for providing the Services to Titan. Service provider further undertakes that the data so collected shall be anonymized and/or pseudonymized and there shall be no direct or indirect reference to Titan or its employees or the users of the Application. The Service Provider acknowledges that no license is granted, no use is permitted of Titan Data except for the purpose of the rendering of Services through the Application.
- 7.2. The Service Provider shall also ensure the secure collection, storage and use of PII, the Titan Data in accordance with applicable laws, and shall prevent unauthorized use and disclosure of the same.
- 7.3. The Service Provider agrees that, by virtue of it providing the Application to Titan, it may have access to personally identifiable information relating to individual persons including without limitations employees of Titan ("PII").
- 7.4. The Service Provider shall under no circumstances, use for its own purpose or for any other third party, violate, or disclose to any third party the PII. Any such disclosure of PII by the Service Provider shall amount to breach of the terms of this Agreement and the provisions of law applicable in this regard and under no circumstances shall Titan be liable for any breach

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of confidentiality or infringement of PII, if the same is committed by the Service Provider or any employee, officer, agent or consultant of the Service Provider. Service Provider shall comply with all applicable laws (including but not limited to the Information Technology Act, 2000 and the rules made thereunder) relating to the collection, storage and use of PII and Titan Data.

- 7.5. The Service Provider will protect Titan from any unauthorized access or unauthorized alteration, disclosure or destruction of Titan's data and/or Titan's employee data that is stored or have access by the Service Provider or by any third-party service provider of Service Provider. Service Provider will defend, indemnify and hold Titan harmless from any unauthorized use/disclosure of Titan's data and/or employee data. The Service Provider's obligation to indemnify under this Clause shall apply only to the extent that such unauthorized access or disclosure is directly caused by the Service Provider's acts or omissions, and shall not apply to the extent caused or contributed to by Titan's own systems, personnel, or actions. Further, the Service Provider's aggregate liability under this Clause shall be subject to the limitation of liability set out in Clause 11 of this Agreement. Further, Service Provider represents that it has implemented globally accepted standards and procedures to protect the data of Titan's employees and their privacy by ensuring the following:
- 7.5.1. The encryption of all data including Titan's employee data and the Application which is hosted on cloud servers in accordance with applicable law and Agreement using secure server software.
- 7.5.2. The pseudonymization of all data collected by the Service Provider, by ensuring that all PII and Titan Data is kept/stored separately from all the remaining information, to ensure that the remaining data cannot be attributed to an identified or identifiable natural person, unless actively merged or joined with the PII.
- 7.5.3. Limiting the disclosure of Personally Identified Information and Confidential Information to its employees strictly only on a "need-to-know" basis, who are subject to employment confidentiality obligation no less restrictive than those present in this Agreement (and at the reasonable request of Titan, Service Provider shall at its own expense enforce such obligations).
- 7.6. Service Provider shall not transmit any of Titan Data or Confidential Information outside the Service Provider's permitted environment.

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- 7.7. Service Provider shall ensure that its personnel do not download, store or transmit Data and Confidential Information (including memory sticks and laptop computers) , further Service Provider shall not make any further copies of any Titan Data or Confidential Information including for back-up copies or other duplication, except for system backups and security purposes in the ordinary course of providing the Services.
- 7.8. Service Provider undertakes to Titan to promptly inform if it becomes aware of the possession or use of any Titan Data or Service Provider by any person not authorized to have such possession or use and, at the request of Titan, to provide all such assistance in relation to investigating and remedying such unauthorized possession or use.

8. CONSIDERATION

- 8.1. Titan shall pay the Service Provider for the usage of the Application, such amount as specified in Annexure-III ("Fees") plus applicable Goods and Services Tax (GST). The GST number shall be reflected in the invoice issued by the Service Provider. The invoice shall also give a breakup of the Fees and the GST payable thereon. While Titan will bear the GST, the Service Provider shall be solely responsible for the payment of GST to the exchequer. Any penalties/ interest subsequently levied by any Government department for non-payment of such taxes shall be borne by the Service Provider. Titan is not liable to pay such penalties/interest and will not reimburse the same. All payments to be made by Titan shall be subject to deduction of tax at source in accordance with applicable laws.
- 8.2. Titan shall be liable for no other charges or compensation other than as mentioned in this Clause and Annexure-III of this Agreement.
- 8.3. Titan will make the payments within thirty (30) days from the date of receipt of valid invoice with all necessary supporting documents.
- 8.4. If Titan disputes the amount contained in an invoice (in good faith), Titan shall withhold payment and shall give the Service Provider five (05) days to remedy the deficiency in the invoice. Once the Service Provider has rectified the deficiency, Titan will pay the Service Provider upon receipt the corrected invoice in accordance with Clause 8.3. For the avoidance of doubt, it is clarified that such withheld amount shall not incur any interest.

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- 8.5. Payment by Titan of the Fees to the Service Provider in accordance with this Agreement shall be complete discharge of Titan's obligations and in particular the Service Provider shall not be entitled to any other payments or amounts
- 8.6. by way of additional fee, charges or otherwise in respect or arising out of the Agreement unless mutually agreed by the Parties in writing. No payments of invoices or portions thereof shall at any time constitute any approval or acceptance of the Services under this Agreement, nor be considered to be a waiver by Titan of any of the terms of this Agreement.
- 8.7. Reward points redemption billing, if any, shall be billed at the end of each month. All invoices are payable within 30 days.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. The Service Provider represents and warrants to Titan:
- 9.1.1. that it has the legal right and authority to enter into and perform its obligations under this Agreement and that the entering into of this Agreement shall not violate any applicable laws, or the terms or provisions of any agreement, written or oral, to which the Service Provider may be a Party or violate its constitutional documents;
- 9.1.2. that it will provide the Application and Services and perform its obligations as agreed in this Agreement;
- 9.1.3. that the Application will function in accordance with the Documentation and service levels as agreed in this Agreement;
- 9.1.4. that it has the necessary and required experience, expertise, skill, resources to implement the Application and render its obligations under this Agreement in accordance with the best industry standards;
- 9.1.5. that the Application and performance of the Service Provider's Services and other obligations under this Agreement shall not:
- 9.1.5.1. breach any laws, statutes, regulations or legally binding codes;
- 9.1.5.2. infringe any person's Intellectual Property Rights or other legal rights.
- 9.1.6. that it shall use commercially reasonable efforts to ensure that no computer viruses, malware, or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or

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network or any other service or device, including worms, trojan horses, viruses and other similar things or devices are introduced into the Titan's computing and network environment by the use of the Application;

- 9.1.7. that it shall comply with all relevant laws and regulatory requirements and obtain and maintain for the Term all permits and licenses approvals and consents in relation to its business applicable or necessary for the performance of its obligations under this Agreement and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged;
- 9.1.8. the Application, including all its features and functionalities as described in the scope of Services, will operate in accordance with the specifications and requirements set forth in this Agreement and will be available for use as intended;
- 9.1.9. that the use of the Application by Titan will not infringe upon the Intellectual Property Rights or any other rights of any third party;
- 9.1.10. the Service Provider will implement and maintain appropriate security measures to protect the integrity, confidentiality, and availability of Titan's data stored within the Application;
- 9.1.11. the Service Provider will provide ongoing support and maintenance services to ensure the continuous and efficient operation of the Application, including timely resolution of any issues or defects;
- 9.1.12. that customizations or integrations, if any, performed by the Service Provider as part of the Services will be developed and implemented in a professional and workmanlike manner and will be compatible with Titan's existing systems and infrastructure;
- 9.1.13. that all information provided by the Service Provider to Titan, including but not limited to the functionalities and capabilities of the Application, shall be accurate and not misleading;
- 9.1.14. that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, written claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or threatened in writing or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

10. INDEMNITY

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- 10.1. The Service Provider agrees to indemnify and hold harmless Titan and its directors, employees, and agents from and against any direct claim, losses, liabilities, obligations, damages, expenses, including, without limitation, claim results from or arises out of or in connection with:
- 10.1.1. any material breach by the Service Provider of its obligations under this Agreement;
 - 10.1.2. any breach or alleged breach of the Service Provider's representations and warranties set out in this Agreement;
 - 10.1.3. any infringement of third-party Intellectual Property Rights, breach of obligations concerning Confidential Information, privacy, or Personally Identifiable Information (PII) by the Service Provider;
 - 10.1.4. unauthorized access to or disclosure of Titan's data, PII, or Confidential Information due to inadequate security measures by the Service Provider, leading to data breaches, security incidents, or violations of applicable data protection laws;
 - 10.1.5. gross negligence, fraud, wilful misconduct, or any act or omission by the Service Provider or any person for whom the Service Provider is responsible.
- 10.2. The Service Provider shall also be liable to Titan for damages resulting from the gross negligence, misconduct, misrepresentation by Service Provider.
- 10.3. Titan shall indemnify Service Provider for: (a) Titan's misuse of the Application in violation of the Agreement; (b) inaccuracy or illegality of Titan Data that causes a third-party claim; and (c) Titan's violation of applicable law in connection with its use of the Services.

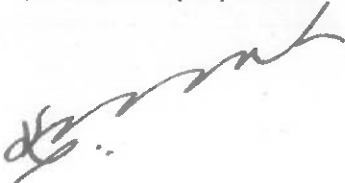
11. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other Party concerning the subject matter of this Agreement, regardless of the form of any claim or action (whether in contract, strict liability or otherwise), for any indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits and goodwill, even if advised of the possibility of such damages.

The Service Provider's maximum liability under this Agreement shall be limited to the fees paid by Titan in the 12-month period preceding the incident.

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12. SERVICE PROVIDER'S PROPERTY


- 12.1. Service Provider is the owner of all rights in the Application, its object code and source code including intellectual property rights embodied therein and any modifications, adaptations or customizations thereof.
- 12.2. Titan shall not alter the Application in any manner.
- 12.3. To the extent that the Service Provider includes any of its own pre-existing property/ data/ information/ materials/ software code ("**Service Provider's Property**") in the Application, then subject to all terms and conditions of this Agreement, the Service Provider agrees to grant Titan (without the right to sublicense) a non-exclusive, non-transferable, royalty-free right and license during the Term of this agreement only to use Service Provider's Property as combined with or embodied in the applicable Application, solely for Titan's business purposes in connection with its use of the Application. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and the Service Provider (and its licensors) shall retain all right, title and interest (including all Intellectual Property Rights and proprietary rights embodied therein) in and to the Application and the Service Provider's Properties.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Service Provider represents and warrants that it owns all Intellectual Property Rights in the Application and that the use of the Application by Titan will not infringe any third party's Intellectual Property Rights.
- 13.2. The Parties agree that the Intellectual Property Rights in any custom solutions developed, or content created under this Agreement shall be owned by the Service Provider and licensed to Titan in terms of this Agreement.
- 13.3. Both Parties acknowledge that all intellectual property, including but not limited to, the materials, Confidential Information, any images, products, is the sole property of respective Party. Neither Party shall claim any right, interest, or title over the other's Intellectual Property Rights, nor shall it disclose, resell, or otherwise make available such intellectual property or materials, Confidential Information to any third party, or make use of them for any purpose other than as pre-approved by the other Party in writing.

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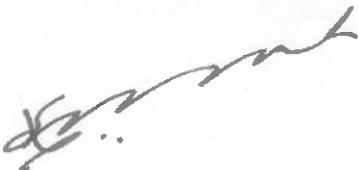
- 13.4. The Service Provider undertakes and covenants that, in the performance of its obligations under this Agreement, it shall not breach or cause to breach the Intellectual Property Rights of any person.
- 13.5. Subject to the terms and conditions of this Agreement, the Service Provider grants Titan a non-exclusive, non-transferable, limited, worldwide license to access and use the Application solely for Titan's internal business operations during the Term of this Agreement.
- 13.6. Titan shall not:
- 13.6.1. copy, modify, or create derivative works based on the VANTAGE FIT software;
- 13.6.2. Distribute, transfer, sublicense, lease, lend, or rent the VANTAGE FIT software to any third party;
- 13.6.3. Reverse engineer, decompile, or disassemble the VANTAGE FIT software, except as expressly permitted by applicable law; d. Remove or alter any proprietary notices or labels on the VANTAGE FIT software.
- 13.7. All data provided by Titan to the Service Provider for use with the VANTAGE FIT software shall remain the sole property of Titan. The Service Provider shall use such data solely for the purpose of providing the Services and shall not disclose such data to any third party without the Titan's prior written consent, except as required by law.

14. CONFIDENTIALITY

- 14.1. Service Provider recognizes that it may, during the course of this Agreement, gain knowledge of, have access to, and have otherwise disclosed to it Confidential Information. Service Provider shall not disclose, publish, release, transfer or otherwise make available Confidential Information of Titan in any form to, or for the use or benefit of, any third party or for its own use and benefit, except as required for rendering the Services.
- 14.2. Service Provider acknowledges that the disclosure of Titan's Confidential Information may result in irreparable injury to Titan and that Titan will be entitled to seek injunctive relief in addition to any other legal or equitable remedies that may be available.
- 14.3. The Service Provider shall hold all Confidential Information of Titan in strict and absolute confidence and shall under no circumstance disclose or cause the disclosure of or use or cause the use of the Confidential Information and shall in any case protect such Confidential Information with no less diligence than that with which it protects its own confidential or

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proprietary information. The Service Provider shall keep the Confidential Information private and secret during the Term and thereafter. Any Confidential Information of Titan may only be used by Service Provider for providing Services under this Agreement. Subject to the provisions of this Agreement, the Provider may disclose Confidential Information to only those employees who have a need to know to accomplish the Service Provider's obligations under this Agreement. The Service Provider shall take all precautions to ensure that the secrecy of Confidential Information is preserved among its employees and shall require its employees and subcontractors to execute written confidentiality agreements containing similar confidentiality obligations as this clause. The Service Provider shall also be responsible for the preservation of the secrecy of Confidential Information during the term of its employees' and subcontractors' employment or engagement, as applicable, and after termination thereof.

- 14.4. Service Provider shall immediately notify Titan in case of any unauthorized disclosure of or breach of any confidentiality obligation of Service Provider with respect to Confidential Information, Titan Data or information of Titan's employees and Service Provider shall take all necessary and required steps and measures to mitigate such unauthorized disclosure or breach and shall co-operate with Titan, at Service Provider's cost, to mitigate or control the loss or liability arising out of such disclosure or breach and to retrieve such data or information. Service Provider shall also provide a written copy of the results of the investigation of the disclosure or breach and shall grant access to Service Provider systems, computers, network, resources and personnel to the extent necessary for Titan to perform its own investigation.
- 14.5. Upon the expiry or early termination of this Agreement, or upon completion of the Service, whichever is earlier, all the Confidential Information, of Titan, Titan Data and all the copies thereof in the possession or under the control of Service Provider, shall be returned, handed over and/or destroyed by Service Provider, in the manner as directed by Titan.
- 14.6. The provisions of this clause of Confidential Information shall survive the termination or expiration of this Agreement.
- 14.7. Promptly upon disclosing Party's request at any time, the receiving Party shall return all Confidential Information of the disclosing Party and permanently erase all Confidential Information in electronic form and destroy all information, records, copies, summaries, analyses and materials developed therefrom and certify such destruction / deletion in writing.

for Titan Company Limited

for Bargain Technologies Pvt Ltd

A handwritten signature in black ink, appearing to be a stylized name, is written over the signature line for Titan Company Limited.

15. TERMINATION

- 15.1. Titan may terminate this Agreement, forthwith if the Service Provider:
- 15.1.1. commits any breach of any term of this Agreement, and the breach is not remediable; or if the breach is remediable, but the Service Provider fails to remedy the breach within fifteen (15) business days of receipt of a written notice requiring it to do so; or
 - 15.1.2. persistently breaches the terms of this Agreement (irrespective of whether such breaches collectively constitute a material breach);
 - 15.1.3. if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the Service Provider's property, or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the Service Provider and is not dismissed within ninety (90) days, or the Service Provider becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.
 - 15.1.4. Titan may terminate this Agreement immediately upon written notice if the Service Provider makes any assignment of any of its obligations under this Agreement to any third party.
 - 15.1.5. Titan also reserves the right to terminate this Agreement by giving thirty (30) days prior notice to the Service Provider without assigning any reasons.

16. EFFECTS OF TERMINATION

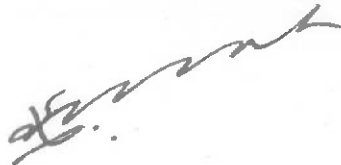
- 16.1. Upon any expiration or termination of this Agreement, all rights, obligations of the Parties shall cease, except that all obligations that accrued prior to the effective date of termination.
- 16.2. The Service Provider shall not retain any Confidential Information of Titan or Titan Data after the Term and shall return or destroy, as Titan may request, all Confidential Information of Titan and *vice versa*.
- 16.3. Titan shall clear all payments due under this Agreement.

17. GENERAL

- 17.1. **Entire Agreement, Waiver, Amendment:** This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties about the subject matter of this Agreement. Any inconsistent or

for Titan Company Limited

for Bargain Technologies Pvt Ltd



additional terms on any related purchase order, confirmation or similar form, even if signed by the Parties after the date hereof, shall have no force or effect under this Agreement. No waiver of any terms and conditions of this Agreement shall bind either Party unless in writing and signed by both the Parties. The failure of either Party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. No variation or amendment of this Agreement shall be valid unless it is in writing and signed by the authorised signatories of each of the Parties.

- 17.2. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India and the courts in Bangalore, India shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.
- 17.3. **Compliance with Laws:** Each Party shall comply with all applicable laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement.'
- 17.4. **Remedies:** Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, which may be available at law or in contract or in equity to either Party.
- 17.5. **Publicity:** the Service Provider will not use Titan's trademarks, Confidential Information, Intellectual Property Rights, service marks and logos ("Titan Marks") in press releases or its websites or as a testimonial without obtaining Titan's prior written approval.
- 17.6. **Notices:** Any notice or communication hereunder shall be in writing and either personally delivered or recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other Party at its address specified herein, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

To Titan:

Titan Company Limited

"Integrity"

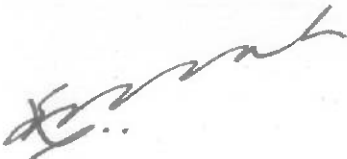
No. 193, Veerasandra,

Electronics City P.O.,

Off Hosur Main Road,

for Titan Company Limited

for Bargain Technologies Pvt Ltd



Bangalore 560100

Kind Attention: Mr. Vinoth Kumar

With a copy to: General Counsel & Company Secretary

To Service Provider:

Bargain Technologies Pvt. Ltd.

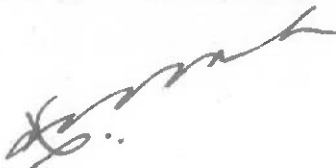
C-1, 1151, Vasant Kunj, New Delhi- 110070

Kind Attention: Partha Pratim Kalita Neog

- 17.7. **Assignment:** The rights and obligations hereunder shall not be assigned, in whole or in part, by the Service Provider without Titan's prior written consent. Any assignment by Service Provider in violation of this Clause shall be deemed void ab initio. The Service Provider may after obtaining the prior written consent of Titan, use contractors and other third-party service providers in performing the Services and providing the Application, provided that the Service Provider shall be liable for the acts and omissions of its subcontractors to the same extent as for its own acts and omissions.
- 17.8. **Independent Contractors:** The Parties shall be independent contractors under this Agreement, and nothing herein will constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose. The Parties hereby agree and acknowledge that this Agreement has been entered into and will be performed on a principal-to-principal basis.
- 17.9. **Survival:** All terms, conditions and provisions of this Agreement, which, by their nature, are independent of the period of performance, shall survive the termination or expiration of this Agreement.
- 17.10. **Force Majeure:** If the performance by either Party of any of its obligations under this Agreement shall be in any way prevented or hindered due to or in consequence of any Act of God or State, strike, lock-out, lockdowns, pandemic, riots, civil disturbance, legislation or restriction of any Government or other authority (referred to as "Force Majeure") , the performance of this Agreement shall be wholly or partly suspended during the continuance of such event, provided that notice in writing of such happening/s or event/s is given to the other

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Party within fifteen (15) days of such happening/s or event/s. In case of extreme scenarios the Parties will discuss in good faith and arrive at a mutual decision.

- 17.11. **Survivability:** The termination of this Agreement shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing hereunder attributable to events or circumstances occurring prior to such termination; and (b) any provision that by its nature is intended to survive termination.

18. ELECTRONIC SIGNATURES

This Agreement shall be digitally signed. Each Party agrees that the electronic signatures (E-signature), whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this Agreement 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.

19. EXECUTION

This Agreement shall be construed to be completely executed on the date when the Party last signs this Agreement.

THE PARTIES HAVE SUBSCRIBED THEIR SIGNATURES THROUGH THEIR AUTHORIZED SIGNATORIES AS SET FORTH HEREIN ABOVE IN TOKEN OF HAVING ACCEPTED THE TERMS AND CONDITION OF THIS AGREEMENT.

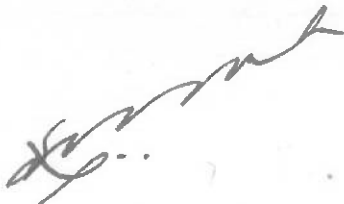
Anjan Pathak

Anjan Pathak
CTO

2026-04-21

for Bargain Technologies Pvt Ltd

for Titan Company Limited



ANNEXURE-I
SCOPE OF SERVICES

1. **Challenge Features:** VANTAGE FIT shall provide access to its wellness challenges through its application, including but not limited to step tracking, hydration tracking, and calorie calculation.
2. **Challenge Design:** Vantage Fit shall design and prepare multiple wellness challenges to be conducted throughout the duration of the event.
3. **Rewards Procurement:** All rewards and incentives for the participants will be procured and managed by the designated vendor.
4. **Dedicated Support:** Vantage Fit will allocate two dedicated account managers exclusively for the Titan event to ensure smooth coordination and execution.
5. **Creative Development:** Vantage Fit shall be responsible for designing and delivering all creative materials required for the event.
6. **Engagement:** The engagement would be driven by Vantage Fit via application and the challenges.
7. **Driving Adoption:** The adoption would be handled by NA

for Titan Company Limited

for Bargain Technologies Pvt Ltd



ANNEXURE-II
SERVICE LEVELS AND ESCALATION MATRIX

NA

for Titan Company Limited

for Bargain Technologies Pvt Ltd



ANNEXURE-III

FEES

Sl.No.	Description	Unit	Annual charge (Rs.)
01	Service Fee	Annual	INR 6,10,000
	Price break down: INR 610 (for 12 months) * 1000 user/license = INR 6,10,000		

for Titan Company Limited

for Bargain Technologies Pvt Ltd



CERTIFICATE *of* SIGNATURE

REF. NUMBER
MDGXL-6BTVF-KJKHC-SHKKW

DOCUMENT COMPLETED BY ALL PARTIES ON
21 APR 2026 10:29:55
UTC

SIGNER

TIMESTAMP

SIGNATURE

ANJAN PATHAK

EMAIL
ANJAN.PATHAK@VANTAGECIRCLE.COM

SENT
21 APR 2026 09:46:58

VIEWED
21 APR 2026 10:29:35

SIGNED
21 APR 2026 10:29:55



IP ADDRESS
163.223.247.229

LOCATION
GUWAHATI, INDIA

RECIPIENT VERIFICATION

EMAIL VERIFIED
21 APR 2026 10:29:35

