

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

Halma India Private Limited a Company registered under the companies act 1956, with its registered office at **Prestige Shantiniketan, Gate No.2, Tower C, 7th Floor, Whitefield Main Road, Mahadevapura, Bangalore, 560048** (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

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 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.

@

centrak.com

aai.fire.com

ampac.net

avire-global.com

firepro.com

halma.com

sofiglobal.com

advancedco.com

medicel.com

osecoelfab.com

oceanoptics.com

nimbusdigital.com

microsurgical.com

keeler.co.uk

labsphere.com

cosasco.com

volk.com

fortress-safety.com

beasensors.com

firepro.com

2.The client will promote the Vantage Circle link in the Client Intranet

3.The client will take reasonable steps to ensure that emails from vantagecircle.com be allowed inside the Client network, provided the emails are not causing any harm to the client.



D. CONTACT INFORMATION

Bargain Technologies Private Limited

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

Contact Person: **Rajvi Raval**
Email ID: **Rajvi.raval@halma.com**
Tel No: + **91-7259359952**

E. REPRESENTATIONS AND WARRANTIES

i. Vantage Circle warrants that:

1. There are no encumbrances or other restrictions that may prevent 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. Both the parties shall hold the Confidential Information in strict confidence and may not, directly or indirectly, disclose it to any person. For these purposes, "disclosing" Confidential Information includes making it available in any way, whether deliberately or not.



Both the parties shall only use the Information for the Purpose.

If the Confidential Information includes Personal Information the Recipient will not transfer this to any other party or Upload on any website, or Use as Promotional Material, under any circumstances, if this is considered to be required to undertake the Purpose then the Recipient will need to:

set out a written request for permission to do this where both the parties set out how either of them proposes to transfer the data in a standard form approved by the European Commission under Data Privacy Law to adduce appropriate safeguards in relation to the transfer of personal data to Non-Equivalent Countries.

Both parties shall abide by the applicable Data Privacy Law (including any applicable restrictions on international transfer) in respect of its processing of that Personal Information; and

The breached Party shall promptly notify the other party, with full details, if the Personal Information is subject being breached to any unauthorized (including accidental) disclosure or loss.

Further, the confidentiality of the personal data (if any) will be maintained in accordance with the Data Protection and Privacy (DPDP) Act, 2023 and The General Data Protection Regulation.

The transfer, storage, and processing of personal data will be conducted within the compliance parameters of the DPDP Act, 2023 and The General Data Protection Regulation, any non-compliance in this regard by either of parties, then other party shall not be held responsible.

Personal data may be disclosed to:

- i. Third-party service providers, contractors, agents, and consultants who are involved as mentioned in the original agreement/SLA/Service Order, Provider will be obliged to observe similar confidentiality duties as required by the Data fiduciary.
- ii. Provider shall take the consent on the usage, storage & processing of the personal data which Provider may be collecting from the Company and Employees.
- iii. The indemnity of any data breach in pursuant to this, if proven, will be the whole responsibility of the Provider.
- iv. Law Enforcement Agencies: Disclosure may occur in compliance with applicable legal requirements as mandated by law enforcement agencies.

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 the Service Provider may receive from a 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,



- v) 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.

iii. **ANTI-BRIBERY:**

The Parties acknowledge and agree to comply with all applicable anti-bribery and corruption laws, including but not limited to the Halma Anti-Bribery and Corruption Policy, the Prevention of Corruption Act, 1988 (India), and the Bribery Act 2010 (UK), as well as other relevant regulatory norms or regulations applicable in the principal's territory. The Parties shall not engage in any form of bribery or corruption, including offering, giving, receiving, or soliciting any financial or other advantage to influence any person in the performance of their duties. This includes ensuring that no undue advantage is provided to public servants or any associated persons, as defined under the applicable laws.

iv. **ANTI-SLAVERY:**

The Parties acknowledge and commit to upholding the highest standards of ethical conduct in all business dealings. This includes a zero-tolerance approach to slavery, human trafficking, and any form of forced or compulsory labor, in accordance with the Modern Slavery Act 2015 (UK) and relevant Indian laws, including the Bonded Labour System (Abolition) Act, 1976 (India), and the Prevention of Human Trafficking Act, 2018 (India), as well as other relevant regulatory norms or regulations applicable in the Principal's territory.

Each Party shall comply with all applicable laws and regulations concerning modern slavery and human trafficking in the jurisdictions in which they operate. This includes, but is not limited to, ensuring that no person is subjected to slavery, servitude, forced or compulsory labor, or human trafficking in any part of their operations or supply chains.

v. **ANTI-CORRUPTION**

Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:

- local and national laws in the territories in which it operates.
- the UK Bribery Act 2010.
- the US Foreign Corrupt Practices Act 1977.
- the UN Convention Against Corruption.
- Indian Prevention of Corruption Act, 1988.
- Indian Prevention of Money Laundering Act, 2002.

vi. **SANCTIONS:**

Supplier/Service Provider under the Contract will not receive, import, export, re-export, transfer, sell or used except in compliance with (i) all Applicable Laws, regulations, orders and



requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, India and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licenses, authorisations or license exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

G. EFFECTIVE DATE AND TERMINATION

- i. This Agreement shall become effective on the Effective Date and will remain in force for a period of 3 month. Within this tenure, two challenges will be conducted - one for 10 days and another for 21 days - within the tentative dates during this tenure.
- ii. Either party may terminate this Agreement at its convenience by giving a 15 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 favor 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. Subject to clause J (ii).

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, EITHER PARTY 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 1,50,000.

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 Affiliate only with the prior written confirmation from the Client.
- 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 Bengaluru.
- 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 **15-07-2025**.

L. COMMERCIALS

Module				Total Amount (Exclusive of GST)
	Set Up Fee (onetime)	Subscription Fee per User	No of Users	
Vantage Fit	INR 20,000	INR 300	100	INR 50,000

Note: Contest fees are to be charged based on the duration of the challenge and the number of participating employees. Any additional licenses will be charged **INR 300** per license

Invoicing and Payment Term:

Fee: The Service Provider shall raise two invoices at the time of execution of the Agreement, one for the set-up fees to be paid immediately at the time of execution of the Agreement. The second invoice raised shall be for the subscription fees to be paid within 45days of being raised.

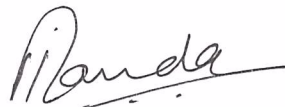
The timelines given above are merely for the sake of understanding. This does not preclude the Service Provider from issuing the invoice after the said timelines.

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.

Halma India Pvt Ltd


x 

Name: Ishita Nanda

Designation: Director- Talent & Culture

Date: 11-07-2025

Bargain Technologies Pvt Ltd



Name: Anjan Pathak

Designation: CTO

Date: 2025-07-19



CERTIFICATE *of* SIGNATURE

REF. NUMBER
PHQQN-NLSDA-RS65W-GES9N

DOCUMENT COMPLETED BY ALL PARTIES ON
18 JUL 2025 23:40:27 UTC

SIGNER

ANJAN PATHAK

EMAIL
ANJAN.PATHAK@VANTAGECIRCLE.COM

TIMESTAMP

SENT
18 JUL 2025 10:00:49 UTC
VIEWED
18 JUL 2025 23:39:31 UTC
SIGNED
18 JUL 2025 23:40:27 UTC

SIGNATURE



IP ADDRESS
49.37.109.228

LOCATION
GUWAHATI, INDIA

RECIPIENT VERIFICATION

EMAIL VERIFIED
18 JUL 2025 23:39:31 UTC

