

RESELLER PARTNERSHIP AGREEMENT

BETWEEN

Bargain Technologies Pvt. Ltd. and its Affiliates

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

AND

YADEHEALTH Solutions VBA

Shiribana 3G, Paradera, Aruba

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RESELLER PARTNERSHIP AGREEMENT

This Reseller Partnership Agreement (hereinafter referred as “the Agreement”) is entered between:

Bargain Technologies Pvt Ltd, a Company incorporated under the Law of India and having its registered office at C-1, 1151, Vasant Kunj, New Delhi – 110070, India (hereinafter referred to as “**Vantage Circle or VC or We or Us**” which expression shall unless repugnant to the context or meaning include its successors, affiliates including subsidiaries and step down subsidiary namely Bargain Technologies Inc (4512 Legacy Drive, Suite 100, Plano, Texas- 75024), Bargain Technologies BV (Startbaan 10G, 1185 XR Amstelveen, North Holland, Netherland), Bargain Technologies Inc (67 Springbank Mews Southwest, Calgary, Alberta- T3H 4V5) and Bargain Technologies L.L.C-FZ (The Meydan Hotel, Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E) and permitted assigns), of the FIRST PART

AND

YadeHealth Solutions VBA, a company duly incorporated under the law of Aruba and having its registered office at Shiribana 3G, Paradera, Aruba, (hereinafter referred to as the “**Partner**”, which expression, unless repugnant to the context or otherwise, shall be deemed to include successors in interests and permitted assigns), of the SECOND PART

The “Vantage Circle” and “Partner” are hereinafter individually also referred to as such or the “Party” and collectively referred to as the “Parties”.

WHEREAS

- a. Vantage Circle is inter alia engaged in the business of providing SAAS platform for Employee Rewards & Recognition, Wellness, Engagement & Perks to its Corporate Clients.
- b. The Partner is engaged in the business of providing Corporate Wellness Services.
- c. Partner agrees to market and sell the Vantage Circle products/service (Vantage Fit) to the prospective Client.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties with the intent to be legally bound hereby agree as follows:

SCOPE OF THIS AGREEMENT

Following is the broad scope of this Agreement which both parties agree to carry out through the course of this agreement term in a planned and/or phased manner as per the terms and conditions as mentioned in Annexure 1:

- i. **Marketing** – Partner agrees to participate in some curated initiatives and campaigns to promote Vantage Fit in Dutch Caribbean Islands (“Designated Territory”). The Dutch Caribbean Islands include Aruba, Curacao, Bonaire, St. Martin, Saba, Statia and Suriname. These may include participation in events and conference or digital marketing initiatives such as eBooks, content, podcasts and webinars. The responsibility for content creation will lie with us, however the Partner is encouraged to contribute to refinement of the content and campaigns in alignment with the local requirements and cultural fitment.
- ii. **Collateral material by VC** – Each Party will provide with all the necessary information that they need to reach out to potential leads in the market. Partner may also ask Vantage Circle to share brief custom written content that - can be used in their communication initiatives to reach out to potential leads. VC will also - provide Partner with all standard technical information that may be required by prospective clients as part of their Due Diligence process.
- iii. **Mode of Client Contracting** –The Partner shall directly enter into an Agreement with the Client (Partner’s Client). VC will support and maintain platform for Partner’s Clients, as if they are directly contracted by VC
- iv. **Onward Referral by Partner** – This Agreement will allow the PARTNER to meet and refer Vantage Fit (regarding the scope of VANTAGE CIRCLE’s proprietary platform, as described further below) with Clients whose offices are present within Designated Territory. The Vantage Fit sales team will lead product Demo’s if required. The Partner is however encouraged to participate in any such discussions as deemed necessary.
- v. **Technology Support, Maintenance & Upgrades**– VC will deliver implementation requirements for all clients brought by PARTNER with 100% adherence to its standard SLA’s which are benchmarked with the best in the industry. In addition to ensuring on-time and on budget deployment of the platform, VC will ensure stable performance of the deployed modules. VC will also ensure it continuously updates and upgrades its platform based on market trends and/ or emerging customer needs. For every such set of updates or upgrades, it will conduct necessary training workshops for the partner to transfer necessary knowledge and skills required to refer the VC platform effectively.

- vi. The Partner and Vantage Circle agree that each party shall serve as the exclusive entity for their respective roles within the Dutch Caribbean Islands, Designated Territory. The Partner is granted the exclusive right to market, promote, and sell Vantage Fit to its Clients within the Designated Territory. In return, Vantage Circle shall not appoint any other reseller or distributor to sell its Vantage Fir product within the Designated Territory during the term of the Agreement.
- vii. The Partner further agrees that, for the duration of this agreement, it will exclusively market, promote, and sell Vantage Circle's Product within the Designated Territory. The Partner shall not sell, represent, or promote any products or services that directly or indirectly compete with Vantage Circle's offerings, nor shall they engage in any resale or distribution of products or services from other entities.

SERVICE & COMMERCIALS

- i. The Partner shall sell the product of Vantage Circle (Vantage Fit) on license basis with Standard Base Price USD 1 per license per month and One Time Cost of USD 500 plus 7% taxes. Initially, the Partner agrees to procure minimum 1,000 Vantage Fit Licenses at the time of execution of the Agreement.. The Partner shall directly enter into Agreement with the client for Vantage Circle Product. Vantage Circle shall raise the invoice and the Partner shall make the payment in the following manners:

S.No.	Particulars	Invoice Raising Terms	Payment Terms
1.	50% of yearly license fee and 100% One Time Cost	On or before 5 th April 2025	Within 15 days from the date of receipt of invoice.
2.	25% of yearly license fee	On or before 5 th July 2025	
3.	Remaining 25% of yearly license fee	On or before 5 th October 2025	

- ii. Except for minimum initial 1,000 licenses as outlined above, the Partner shall issue a Purchase Order (PO) to procure Vantage Fit licenses as needed. Vantage Circle will generate an invoice based on the PO, and the Partner shall make the payment within seven days of receiving the invoice. Upon receiving the payment, Vantage Circle will activate the Vantage Fit license corresponding to the payment made.

- iii. Vantage Circle shall provide free access for maximum three events during the term of the Agreement, subject to maximum one event in one calendar month. The minimum duration of the said event shall be 1 day and maximum 7 days.
- iv. The Partner shall provide Vantage Circle with all necessary user details to enable Vantage Circle to deliver the Service.
- v. Vantage Circle may issue invoice from any entity whose names are mentioned in the above introduction part of this Partnership Agreement.
- vi. The Partner shall not offer any price below the Standard Base Price to any Client organization.
- vii. Vantage Circle has the right to change the Standard Base Price Fee after one year from the date of execution of the Agreement.

ACCEPTANCE OF SERVICES

- i. Partner and VC agree that the complete Agreement concerning the services described herein consists of this document including all the Annexures.
- ii. This Agreement may 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.
- iii. This Agreement shall be construed to be completely executed on the date when the Party last signs this Agreement.

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

For Bargain Technologies Pvt Ltd.

For YadeHealth Solutions VBA

By PARTHA
PRATIM
KALITA
NEOG Digitally signed by
PARTHA PRATIM
KALITA NEOG
Date: 2025.03.12
10:01:20 +05'30'

By 

Authorized Signature

Authorized Signature

Name: Partha Pratim Kalita Neog

Name: Yvonne Escalona

Title: Director & CEO

Title: Director

Date: 12.03.2025

Date: *12 March 2025*

ANNEXURE 1 – TERMS AND CONDITIONS

1. “Effective Date” of this Agreement between Us and Partner shall be the date of execution of the Agreement. However, Vantage Circle shall grant the License to the Partner in the first week of May 2025.
2. “Execution Date” shall be the date on which the last party signs the Agreement.
3. Term & Renewal
 - a. The initial term of this Agreement shall commence on Effective Date as mentioned above and remain valid for 12 months from such date, unless terminated earlier as per the terms mentioned hereunder.
 - b. This Agreement expires automatically unless extended as follows:
 - i. The initial term hereof can be extended for successive term by either party notifying the other party in writing, not less than 30 days prior to the expiry of the current term, of its intention to renew and the other party accepting the same. Such acceptance shall only be in the form of an Amendment to this Agreement, duly signed by both Parties.
 - c. Any Fee sharing under this Agreement, shall not subsist beyond the termination of this Agreement between the Partner & VC.
4. Termination
 - a. This Agreement will be terminated with immediate effect, without notice, in the following cases:
 - i. Upon the institution of insolvency, bankruptcy, or similar proceedings by or against either of the Parties or any assignment or attempted assignment by either Party for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for either Party
 - ii. Upon material breach of any provision of the Agreement by either Party, non-payment by either Party along expected lines or non-performance by either Party along expected lines, and failing to remedy the breach within 30-day notice period by the breaching/ defaulting

Party

- b. This Agreement can be terminated, without reason, at will, by either Party by giving a 6 month notice. Either Party shall immediately update Clients regarding such termination of this Agreement.
- c. Effect of Termination
 - i. Upon termination, Partner shall immediately release all the payments received with respect to Vantage Fit products. Partner further agrees not to accept any fee from the Client for which the support services have been provided by Vantage Circle.
 - ii. Upon termination of this agreement, all existing Clients availing service from Vantage Circle shall continue to be serviced exclusively by Vantage Circle. Prior to the effective date of termination, the Partner shall take all necessary steps to facilitate a seamless transition including ensuring that a new agreement is executed between Vantage Circle and all existing Clients who had previously entered into an agreement through the Partner for receiving services from Vantage Circle. The Partner shall cooperate fully with Vantage Circle and the Client to facilitate the execution of these new agreements and to provide any necessary information or assistance to ensure a smooth continuation of services for the Clients.
 - iii. Any other service contract that is not related to Vantage Circle, will remain as Partner's obligation / responsibility.
 - iv. Upon termination or expiration of this Agreement, Partner shall: (1) immediately return to Vantage Circle within 15 days (i) all media containing the Vantage Circle's documentation (ii) all originals and copies of the manuals, documentation, product literature, fee schedules, and other written materials provided by Vantage Circle; and (iii) all Confidential Information and other property of Vantage Circle that are in its possession or under control.
 - v. Partner shall ensure that Client servicing and transition shall be smooth. Partner commit not to misrepresent nor harm Vantage Circle's interests/ good will due to such termination, during the transition or subsequently.

- vi. After the effective date of termination, the Partner shall promptly cease to act as a partner of Vantage Circle. This includes refraining from any further representation of being affiliated with or authorized by Vantage Circle for reselling or providing any services on behalf of the company. The Partner shall also remove any references to Vantage Circle from its marketing materials, website, and other promotional channels, and shall not engage in any activities that may imply an ongoing partnership with Vantage Circle.
- d. Partner shall not directly or indirectly or through its authorized representatives or in any capacity reproduce Vantage Circle's application or develop / acquire a competing application for commercial use that will compete with Vantage Circle's offerings worldwide for a period of 5 Years from the date of termination of the agreement. Violation of this term will be treated as material breach of this Agreement.

5. Intellectual Property Rights

- a. Intellectual Property Rights” or “IPR” 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.
- b. Each Party hereby expressly agrees, admits and acknowledges that all rights, titles and interests in the Intellectual Property of each Party (or its affiliates), shall exclusively belong to the respective Parties (or its Affiliates). 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.
- c. The Partner specifically agrees and acknowledges that information provided by Vantage Circle with respect to its business model, processes, functionality, marketing strategy, relationship with clients, entire database, correspondence, documentation or any other information, are proprietary

information of Vantage Circle and shall not be used by the Partner whether directly or indirectly for any other purpose otherwise than as provided in this Agreement.

- d. The Partner expressly acknowledges and agrees that it shall not acquire any rights or interest in or to any Intellectual Property of Vantage Circle or in any of its know-how, technology, web-site user interface, customer, employee and business information, business processes or other forms of Intellectual Property used or adopted by Vantage Circle and shall not use any Intellectual Property of Vantage Circle unless it is permitted in writing.
- e. It is agreed between the Parties that any Intellectual Property developed by Vantage Circle pursuant to its engagement by the Partner or Client under this Agreement and/or pursuant to the performance of Services by it, shall be the sole and absolute Intellectual Property of Vantage Circle and Vantage Circle shall be the sole and absolute owner of the same even after the expiry or termination of this Agreement.
- f. Only with prior approval, either Party can use the Other Party's name or logo for the purpose of referring to the Other Party's name in their marketing material, presentations and on its web site or press release.
- g. This clause shall survive the termination of this Agreement till 2 years after such termination, howsoever occurring.

6. Representations and Warranties:

- a. The Partner acknowledges and agrees that, in connection with the marketing, promotion, and resale of Vantage Circle's products and services, the Partner shall not make any representations, warranties, or guarantees, either express or implied, on behalf of Vantage Circle to any Client or third party. The Partner is not authorized to bind Vantage Circle to any terms, conditions, or commitments beyond those explicitly outlined in this agreement or any official communications from Vantage Circle.
- b. Any statements, representations, or warranties made by the Partner regarding Vantage Circle's products or services must be consistent with the official documentation and materials provided by Vantage Circle. The Partner agrees to refrain from making any claims that could mislead or

misrepresent the nature, functionality, or performance of Vantage Circle's products or services.

- c. In the event that a Client or third party raises a claim or demand arising from any unauthorized representations made by the Partner, the Partner shall indemnify and hold Vantage Circle harmless from any resulting liabilities, costs, or damages.

7. Confidentiality

- a. For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement (including any Schedules, Annexure/s); all oral and written information; and any data, material, business & employee information, papers, records, files, correspondence and communication sent, exchanged or disclosed by Vantage Circle ("Disclosing party") or by any client who is availing service of Vantage Circle or obtained in any way by the Partner ("Receiving Party") and not generally known by or disclosed to the public.
- b. Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of receiving party at the time of receipt from the disclosing party and that was not known or received as the result of violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by disclosing party; (c) rightfully obtained by the receiving party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; or (d) developed by the receiving party independent of any disclosure hereunder, as evidenced by written records. The onus of proving that information is not a Confidential Information shall lie on the Party receiving the Confidential Information and a notice to this effect shall be given to the disclosing Party immediately on receipt of any such information.
- c. Partner shall use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of Vantage Circle. Partner agrees that only its employees who have a need to know the Confidential Information of Vantage Circle will receive such Confidential Information, provided that such employees are bound by confidentiality obligations, no less strict than the obligations agreed hereunder. Partner shall not disclose the Confidential Information to a third party without the prior written consent of Vantage Circle

- d. Partner shall not disclose, publish, release, transfer or otherwise make available Confidential Information. Partner may disclose relevant aspects of the Confidential Information to its employees, agents and representatives, to the extent that such disclosure is reasonably necessary for the performance of its obligations under this Agreement. Partner shall take all necessary measures to ensure that Confidential Information is not disclosed or duplicated by such employees, agents or representatives in contravention of this clause.
- e. Partner shall maintain Confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that Partner exercises with its own Confidential Information, but in no event less than a reasonable degree of care except as provided in this Agreement.
- f. If the Receiving Party is required to disclose the Confidential Information of the Disclosing Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give prior written notice of such requirement to the Disclosing Party. Reasonable efforts will be made to provide this notice in sufficient time to allow the Disclosing Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the Receiving Party will reasonably cooperate in such efforts.
- g. This clause shall survive the termination of this Agreement till 2 year after such termination, howsoever occurring.

8. Liability

- a. Neither Party will be liable for any indirect, incidental, special or consequential damages, including the loss of profits, revenue, data, or use or cost of procurement of substitute goods, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill incurred by either Party or any third Party, whether in an action, in contract, tort, based on a warranty or otherwise, even if the other Party or any other person has been advised of the possibility of such damages.
- b. Provided that, notwithstanding anything contained in this agreement, Vantage Circle's aggregate liability hereunder to the Partner or client organization or any third party, based on any theory of liability or cause of action, will be at all time limited to the total license fee paid by the Partner commission paid, through the channels and mechanisms of this Agreement, during the 6-month

period immediately preceding the first incident giving rise to such liability.

9. Statutory Compliances

- a. The Partner hereby represents, warrants and undertakes that the Partner shall, at all times during the provision of the Services, comply with all applicable and relevant laws, rules and regulations, including, local laws and other Government regulations. Further, the Partner shall procure all relevant and necessary registrations and endorsements as may be required under all applicable laws in relation to the performance of its obligations hereunder and shall also ensure its complete assistance and cooperation with regard to the procurement of any relevant and necessary registrations and endorsements as may be required to be procured by Vantage Circle.
- b. The Partner shall maintain all records that are required to be maintained in relation to the Services under all applicable and relevant laws, rules and regulations, including, local laws and other Government regulations and produce the same for inspection as and when called upon by Vantage Circle.
- c. The Partner further agrees to keep a detailed and accurate record of the Services provided under this Agreement and shall be accountable to the audit team of Vantage Circle for the Services so provided and any related discrepancy. During the Term of this Agreement, Vantage Circle, at its sole expense, reserves the right to audit, inspect, and make copies or extracts of relevant tax documents and records associated with the Partner's performance under this Agreement. The scope of this audit will be limited to transactions arising out of or in connection with the terms of this Agreement. Vantage Circle may conduct audit either directly or through its consultants or agents during the normal business hours. However, no such audit shall be conducted unless the Partner has been given advance intimation of 7 days in this regard.

10. No Agency

- a. It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a joint venture, agency, operating alliance or fiduciary relationship between the Parties, nor, except as may be expressly provided herein,

constitute any Party as the agent of the other Party for any purpose, or entitle any Party to commit or bind the other Party in any manner. The Partner shall not, without VC's prior written consent, give any condition or warranty or make any representation on VC's behalf or enter into any Agreement or commitment in the name of the VC or incur any obligation for, create any liability for, or bind the VC in any respect whatsoever.

11. NON-SOLICITATION

During the Term of this Agreement and for a period of 2 years thereafter, except as required to fulfill the obligation under this Agreement, Partner shall not directly or indirectly:

- a. request or advise any present customer or prospective customer of Vantage Circle or its affiliates and/or any person or entity associated with Vantage Circle and its affiliates (whether financially or otherwise) to withdraw, curtail or cancel its business dealings or association with Vantage Circle and/or its affiliates; or
- b. render any service whether directly or indirectly to any customer or prospective customer of Vantage Circle party and/or its affiliates; or
- c. commit any act or assist others to commit any act which might cause commercial loss to the business and/or the reputation/goodwill of Vantage Circle and/or its affiliates in any way; or
- d. employ, engage or do any such act which will solicit the employment or encourage or aid any other person or entity to employ, engage and do any such act which will solicit the employment of any employee/person of Vantage Circle and/or its affiliates to terminate their employment or engagement with Vantage Circle and/or its affiliates.

12. Dispute Resolution:

- a. In case of any issue, dispute, controversy or claim between the Parties to the Agreement wherein Parties disagree on the interpretation of the other Party arising out of this Agreement, or any other document or Agreement executed in connection with this Agreement including the breach, invalidity or termination thereof, the issue will be first referred to the senior management of both

Parties for resolution who shall act as the negotiators/ mediators and shall use all reasonable endeavours to negotiate with a view to resolve the dispute amicably within 30 days of written intimation of such dispute. If the issue remains unresolved then both Parties shall form a Dispute Committee within 7 days of intimation of such dispute, with two nominated representatives from both parties and a mutually acceptable Committee Chairman/Chairperson. The Dispute Committee will run multiple meetings within 30 days of its formation and work to resolve the dispute/disagreement between both parties.

- b. In case the Dispute Committee is unable to resolve the dispute, controversy or claim between the Parties to the Agreement during the nominated period of 30 days of its formation, then the aggrieved Party may proceed to initiate arbitration proceedings against the other Party as per provisions of the Indian Arbitration and Conciliation Act, 1996. Each party shall nominate and appoint one arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as presiding arbitrator. The arbitration proceedings shall be conducted in English and the Arbitration shall take place at New Delhi, India. The arbitral award, including interim awards, if any shall be final and binding upon both the Parties.
- c. Notwithstanding clauses aforementioned, the parties acknowledge that remedies at law may be sometimes inadequate; hence each party shall therefore be entitled to seek additional injunctive relief in the event of any such material breach with reference to confidentiality, non-solicitation, intellectual property rights.
- d. Either Party will continue to render regular services to Other Party as per end client requisitions, for which Other Party will continue to pay regularly the fees to the servicing Party till the time this Agreement is terminated in accordance with the terms of this Agreement.
- e. All remedies available to either Party under this Agreement are cumulative and may be exercised concurrently or separately; the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies; and the rights and remedies of the Parties as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

13. Governing Law, & Jurisdiction

- a. This Agreement is interpreted and governed by the laws of New Delhi , India without regard to

conflict of laws. Subject to clauses regarding Dispute Resolution above, any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi. T

14. General Indemnification

- a. Subject to the provisions of, and limitations contained in this Contract, Partner shall upon demand indemnify, hold harmless and defend Vantage Circle and its respective directors, officers and employees from and against any claim, loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by Vantage Circle and/or its affiliates, their directors, officers and employees (indemnified persons) arising out of or in connection with this Agreement and arising from any suit, action or proceeding by any third party against any of the indemnified persons, to the extent such claim, loss or liability was caused by any willful, gross negligence of the Partner and/or its employees and/or its representatives/nominees/promoters/directors and/or any or all of the above.

15. Assignment

- a. The benefits of this Agreement shall run to, and the obligations of this Agreement shall be binding upon the Partner and its respective successors and assigns. Unless otherwise provided herein, the Partner shall not be permitted to assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of Vantage Circle.
- b. VC may, at its sole discretion, assign this Agreement, and its rights and obligations to any person without the prior written consent of the Partner.

16. Miscellaneous

- a. This Agreement is between VC and the Partner and at no time in future can either - Party proceed legally against respective Directors, partners or employees. Either - Party, however, shall be responsible for willful actions or negligence of their - respective employees as if the same has been acted upon by the parties - themselves.
- b. No addition to or change in the terms of this Agreement will be effective or binding on either of the Parties unless reduced to writing and executed by the respective duly authorized representative

- of each of the Parties and captured as part of this Agreement and/or an Addendum with reference to this Agreement; duly signed by an authorized signatory from both parties.
- c. This Agreement and any Annexure/s hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.
 - d. Either Party represents and warrants to Us that they have full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to each Other; that in performing under the Agreement, they will not violate the terms of any Agreement with any third party; They shall perform all its obligations hereunder with due care, skill and diligence.
 - e. Both the parties represent and warrant to the other party that all the corporate or other action or conditions required to be taken to authorize the execution including additions or changes to the terms of this MoU in future, and to exercise its rights and perform its obligations under this Agreement have been duly taken and satisfied. Further the execution and performance of this Agreement will not violate any law or any Agreement. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
 - f. This Agreement, including any Annexure, materials incorporated herein, constitutes the entire Agreement of the parties and supersedes all previous oral or written negotiations, understanding, letter of intent and MOUs relating to the services under this Agreement. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.
 - g. A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof. Whenever possible, each provision of this Agreement, as well as any Annexure, will be interpreted in such manner as to be effective and valid under applicable law, order, code, rule or regulation, but if any provision, or Annexure is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or attached hereto.

- h. Prohibited Use: Following specific prohibitions regarding the use of Vantage Circle products/platforms/solutions will be applicable to the Client Organization, its employees and affiliates
- unlawful / illegal use
 - use that is liable to offend or upset third party of End-Users
 - use contrary to contextually relevant standards of behavior
 - libellous and slanderous publications in any media or social platform against Other Party

The Partner shall ensure compliance of this Section.

- i. If either Party ("Affected Party") is prevented from performing its obligation under this Agreement from causes which are beyond its reasonable control, such as, but not limited to, strikes, riot, labor controversies, fires, acts of God or elements, embargoes or governmental orders or restrictions. The Affected Party shall be excused for non-performance of its obligation during the period such cause continues to exist; If such cause continues to exist and prevents performance by the Affected Party of its obligation for 15 [fifteen] calendar days, the Parties shall mutually determine a further course of action; but If such cause continues to exist and prevents performance by the Affected Party of its obligation for more than ninety (90) calendar days, the other Party shall have the right to forthwith terminate this Agreement effectively upon delivery to the Affected Party of written notice of such termination. However, if any amount is due and payable to the either party at the time of termination under this clause, the other party shall immediately clear all the outstanding amount.

17. Notices

- a. Any notice, request, or other communication to be given in writing and in English language under this Agreement will be deemed to have been given by either Party the other Party upon the date of receipt, if hand delivered, or four (4) business days after sending through the mail, if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or two (2) business days after deposit with a national courier for delivery, or upon the date of electronic confirmation of receipt of email transmission , when followed by the original copy mailed to the applicable address. Notices can also be sent through email and would be recognized as valid.

If to Vantage Circle: Bargain Technologies Pvt. Ltd,

Company registered address:C-1, 1151, Vasant Kunj, New Delhi – 110070

Attn: Mr. Partha Pratim Kalita Neog

Email id: partha.neog@vantagecircle.com

If to Partner: YADEHEALTH SOLUTIONS VBA

Shiribana 3G/ ARUBA

Attn: Mrs. Yvonne Escalona

Email Id: hello@yadehealth.com

- b. Either Party may change its address by notifying in writing to the other party about the change at least 15 days before such change is put in effect.

18. Execution

- a. This Agreement may 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.