

## Agreement

This Memorandum Of Understanding (MOU) is made on this 28/10/2022 (hereinafter referred as 'effective date') 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 South Delhi DL 110070 IN** (Bargain Technologies run the portal [www.vantagecircle.com](http://www.vantagecircle.com).) Hereinafter referred as 'Vantage Circle' or "Service Provider" and which expression shall unless repugnant to the context thereof mean and include its successors and assigns) on the first part;

AND

**Reflex Technology Group (RTG)**, having its registered office at L-1, 15-17 Shierlaw Avenue, Canterbury Victoria 3126 (hereinafter referred as 'client' and which expression shall unless repugnant to the context thereof mean and include its successors and assigns) of the other part.

WHEREAS the Vantage Circle through its secured website: <https://www.vantagecircle.com/> is 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 MOU outlines the concept of [vantagecircle.com](http://vantagecircle.com), benefits, and responsibility of Vantage Circle.

### A. THE BENEFITS

a. The clients' Employees shall have the benefits of Employee Health and Wellness Application wherein the client will be able to create and run health contests which can be tracked provided the contest includes step count like a walking challenge.

### B. COVENANTS OF VANTAGE CIRCLE

The Vantage Circle hereby covenants that:

1. Vantage Circle shall have the Health and Wellness Application available for the clients.
2. Any issue with any deals will be resolved by Vantage Circle's team within 2 working days

3. Vantage Circle will take necessary steps to ensure that client data shared with them on their website or otherwise, is protected at all times from internal as well as external threats
4. Passwords will be stored in encrypted format.
5. The client data shared by the client for its employees will never be shared with a 3rd party by The Vantage Circle unless requested by the user.

**C. COVENANTS OF CLIENTS**

Client hereby Covenants that:

1. client shall Inform Vantage Circle about the domains that need to be enabled. e.g. @tadigital.com
2. client will promote the Vantage Circle link prominently in the client Intranet
3. client will take reasonable steps to ensure that mails from the vantagecircle.com be allowed inside the client network, provided the mails are not causing any harm to client .

**D. CONTACT INFORMATION**

**Vantage Circle**

Contact Person: Abhisek Sharma

Email ID: [abhisek.sharma@vantagecircle.com](mailto:abhisek.sharma@vantagecircle.com)

Tel No: +91 7506074708

**Reflex Technology Group (RTG)**

Contact Person: \_\_Shilpa Mehta\_\_\_\_\_

Email ID: \_\_\_\_\_smehta@rtg.com.au\_\_\_\_\_

Tel No: \_\_\_\_\_+61414972999\_\_\_\_\_

## E. REPRESENTATIONS AND WARRANTIES

The Vantage Circle warrants that:

1. There are no encumbrances or other restrictions that may prevent the Vantage Circle from performing any services under this MOU.
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 MOU and shall not, in particular, attempt to illegally gratify or influence any person in relation thereto.

## F. CONFIDENTIALITY AND DATA PRIVACY

### 1. Confidentiality

"Confidential Information" shall mean and include any and all information disclosed by the client to Vantage Circle in a written, oral or other tangible form. The Vantage Circle agrees to treat and maintain as Confidential and Proprietary all Confidential Information furnished by client pursuant to or in connection with this MOU. Vantage Circle 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 who have a need to know the Confidential Information in the performance of this MOU. The Vantage Circle's obligation under this Section shall survive any termination or expiration of this MOU and shall extend for two (2) years following termination or expiration of this MOU. Both parties shall keep strictly confidential the terms of this MOU and shall not disclose such information to any third parties without the prior consent of the other party.

### 2. Personal Data Protection

- a) Personal Data shall mean data, which relates to or is capable of identifying any employee of client or client's clients, which Service Provider may receive from client.
- b) Service Provider shall comply with their obligations under all applicable data protection and privacy laws relating to Personal Data and without prejudice to the foregoing shall:
  - i) not share any of their Personal Data with client unless agreed to in writing by client.
  - ii) hold client's Personal Data in confidence and restrict the disclosure of Personal Data to such of its employees, agents, advisors or other third parties as is necessary for the purposes of complying with its obligations pursuant to this MOU;

- iii) not use Personal Data in any other manner, save for the purposes of complying with its obligations under this MOU;
  - iv) take adequate and reasonable security measures necessary to safeguard Personal Data against unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer, or other improper use and immediately notify client of any occurrence of unauthorized, unlawful or accidental access, loss, destruction, damage, disclosure, transfer, or other improper use;
  - v) provide client with reasonable assistance in (i) complying with requests from the person about whom the Personal Data relates so far as such Personal Data is in Service Provider's possession or control; (ii) investigating any breach or alleged breach of applicable privacy or data protection laws relating to such Personal Data; and (iii) responding to and complying with any request or demand made by any court or governmental authority responsible for enforcing privacy or data protection laws;
- 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.

#### H. EFFECTIVE DATE AND TERMINATION

1. This MOU shall become effective on the Effective Date and will remain in force for a period of one year unless terminated.
2. Either party may terminate this MOU at its convenience by giving a thirty days written notice.
3. In the event of any major default by theVantage Circle, such as breach of confidentiality, breach of IT/Physical Security at client breach of any applicable law, any unethical approach by theVantage Circle, client may immediately terminate this MOU without giving any notice period.

#### I. INDEMNIFICATION

Vantage Circle will be fully and solely responsible for and will defend, indemnify and hold client harmless, from and against any and all claims by its employees or any third parties, demands, damages, injuries, expenses or any other liability, in any way arising out of TheVantage Circle's performance and/or any breaches of any and all covenants, warranties, representations under this MOU, or provisions of services to client employees.

#### J. LIMITATION OF LIABILITY

In no event shall client be liable to Service Provider 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 MOU

#### K. GENERAL CLAUSES

1. No variation to this MOU shall be valid unless it is in writing and signed by or on behalf of authorized signatories of each of the parties.
2. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vantage Circle. This MOU shall not restrict client from acquiring similar, equal or like services from other entities or sources
3. Vantage Circle does not assign this MOU or any rights or obligations under this MOU without the prior written consent of client .
4. The failure to exercise or delay in exercising a right or remedy under this MOU 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 MOU shall prevent any further exercise of the right or remedy or the exercise of any right or remedy.
5. The illegality, invalidity or unenforceability of any provision or term of this MOU for any reason whatsoever shall not affect the validity of any other provisions or terms of this MOU and the illegal, invalid or unenforceable provision or term shall be severable from this MOU and shall be deemed deleted from this MOU.
6. This MOU constitutes the entire MOU between the parties hereto relating to the subject matter thereof and supersedes all previous MOUs, negotiations, commitments and/or representations made between the parties hereto either orally or in writing.
7. The validity, interpretation and implementation of this MOU shall be governed by and in accordance with the laws of India and subject to the exclusive jurisdiction to the courts of New Delhi.
8. Nothing in this MOU 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.
9. The provisions of Clause Representation & Warranties, Clause Confidentiality and data privacy, Clause Indemnification and Clause Limitation of Liability shall survive any termination or expiration of this MOU.

**L. Statement of Work and Commercials**

Corporate Wellness Mobile Application for Employees (Android, IOS)

Module	Commercials			One Time Fees
	Unit Rate	Employees Count	Total Fee	Setup Implementation Fees
Vantage Fit	USD 1 per User Per Week	30(Minimum)	USD 30	USD 200

Duration of the Contest : **5 weeks**

Details: **1st week individual walkathon, 2nd week onwards team challenge walkathon**

**For 1st week billing will be done for 30 users. 2nd week onwards billing/invoicing to be done on the actual number of members registered additional to the initial 30 users.**

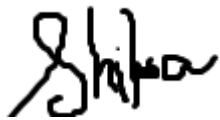
The fee includes:

- Branding (Contest Images, User Manual)
- Setting up challenges for the duration of usage
- Special offer- Motivation email templates to be sent bi-weekly

**Note:** The total fee is subject to change based on the unit rate as mentioned above if the number of employees who would participate in the V-Fit Challenge increases.

In witness whereof the parties hereto affixed their signatures on the day, month and year mentioned hereinabove.

**Reflex Technology Group (RTG)**



Name: Shilpa Mehta

Designation: People and Culture Manager

**Bargain Technologies Pvt Ltd.**

Name: PARTHA NEOG

Designation: CEO