


PURCHASE ORDER

 <p>Netscribes Data & Insights Private Limited 504-Lodha Supremus, 05th floor, Senapati Bapat Marg, Railway Colony, Lower Parel, Mumbai, Maharashtra 400013 GSTIN/UIN: 27AACCN7742F1ZE State Name : Maharashtra, Code : 27 CIN: U74110MH2008PTC182827 E-Mail : ap@netscribes.com</p>	Purchase Order No. PO/R/MUM/IT/5431		Dated 25-Sep-2024			
			Mode/Terms of Payment			
			EMI	Amount	Date	
		ADVANCE	0.00	25-Sep-24		
		EMI 1	974248.10	25-Oct-24		
		EMI 2	974248.10	25-Nov-24		
Supplier's Ref.		Other Reference(s)				
Buyer CLARITUS MANAGEMENT CONSULTING PRIVATE LIMITED A 27 C, SECTOR 16, NOIDA, Gautam Buddha Nagar, Uttar Pradesh, 201301 Uttar Pradesh 201301 GSTIN/UIN : 09AACCC3838K1ZF Contact Person : Shilpa Singh E-Mail : shilpa.singh@claritusconsulting.com Contact No : 7678460240		Country: INDIA Terms of Delivery / Bank Details PLEASE REMIT FUNDS TO A/C NO. : 1911216993 Bank: Kotak Mahindra Bank IFSC CODE : KKBK0000172				
SI No.	Description of Services	HSN/SAC	Quantity	Rate	UOM	Amount
1	Adobe Photoshop for teams Renewal	123456	17	26017	Nos	442,289.00
2	Adobe Creative Cloud for teams All Apps Renewal	123456	19	61217	Nos	1,163,123.00
3	Acrobat Pro for teams Renewal	123456	4	11464	Nos	45,856.00
						CGST-9%
						SGST-9%
						148,614.10
						148,614.10
						Total
						1,948,496.00
INR Nineteen Lakh Forty-Eight Thousand Four Hundred Ninety-Six						
Comments: Adobe CC subscription renewal						
E. & O.E for Netscribes Data & Insights Private Limited						
Company's PAN/ IEC Code : AACCN7742F						
Authorised Signatory						

Prepared By: **Ajay Laxman Chakole**
Approved By: **Deepak Haldipurkar**

SUBJECT TO MUMBAI JURISDICTION
This is a computer generated Purchase order

Terms and Conditions to be Included In PO:

- 1 GENERAL: Service Provider has to sign, date and stamp, copy of the Purchase Order as a token of his acceptance in entirety and return the same to Netscribes within ten days, else the same will be deemed to have been accepted and will become legally binding on either party. By accepting this Purchase Order, and/or performing hereunder, Service Provider agrees to comply fully with the terms and conditions of purchase set forth in this document.**
- Acceptance of this Purchase Order is expressly limited to the terms and conditions of this Purchase Order and none of the Service Providers terms and conditions shall apply in acknowledging this Purchase Order or in the acceptance of this Purchase Order. Acceptance by the Netscribes Data And Insights Private Limited entity issuing this Purchase Order (herein after called 'Netscribes') of the services delivered under this Purchase Order shall not constitute agreement to Service Provider terms or conditions. Service Provider may not deliver under reservation. The term 'Purchase Order' as used herein means the first and continuation pages of completed Purchase Order form, including any special provisions contained therein (herein after called 'Purchase Order' or 'PO').

Netscribes and the Service Provider are hereinafter individually referred to as "Party" and collectively as "Parties".

2 PAYMENT OF SERVICE FEE:

- 2.1 In consideration for the Services to be provided by the Service Provider under this Purchase Order, Netscribes shall pay the Service Fee to the Service Provider which shall be **exclusive of all taxes.**
- 2.2 All payments shall be subject to any withholding taxes as per Applicable Law.
- 2.3 Service Provider are mandatorily required to quote their PAN in the invoices, debit notes and credit notes that they raise on Netscribes, failing which tax at shall be deducted **on the invoice at the statutorily applicable rates, as per the applicable Indian laws.**
- 2.4 Service Provider, incorporated outside India, agrees to furnish to Netscribes, all the necessary documents (including but not confined to 'No PE Certificate' and Original TRC (Tax Residency Certificate) along with Income Tax Form IOF as prescribed by the Indian Tax Authorities) to enable Netscribes or itself, to avail benefits under the Double Taxation Avoidance Agreement(s) signed between the relevant Governments, failing which the Service Provider shall be liable to bear the incidence of any tax liability that **Netscribes may have to face and keep Netscribes indemnified in this regard.**
- 2.5 **The Service Provider shall provide Netscribes with an invoice for completion of each Milestone as specified in the Purchase Order which shall be confirmed by Netscribes.** Netscribes shall pay the amount as indicated in the invoice within 45 (forty-five) days of completion of each Milestone provided the amount as specified in the invoice is not disputed by Netscribes.
- 2.6 The Parties further agree that Service Provider shall raise and submit the invoice(s) for the Services delivered to Netscribes within 60 days from the date of delivery or **acceptance (as applicable) of Services, failing which Netscribes will not be liable to consider the same for payment. The Service Provider shall mention the purchase order/contract release order ('PO'/CRO) number, date or the period Services were performed, brief description of the Services performed, invoiced amount and Netscribes's relevant legal entity address, in the invoice(s) and shall not deliver any services to Netscribes without receipt of a valid PO/CRO from Netscribes.**
- 2.7 **The Service Fee shall be paid by Netscribes by way of cheque drawn on the Service Providers' bank or by way of direct remittance to the bank account of the Service Provider, as intimated to Netscribes in writing, from time to time.**
- 2.8 Netscribes may, at any time (without notice to the Service Provider) set off any liability of the Service Provider to Netscribes. Any exercise by Netscribes of its rights under this **Clause shall not limit or affect any other rights or remedies available to it under this Purchase Order or otherwise. It is hereby clarified that in the event Netscribes does not get paid from its clients or if Netscribes incurs any loss or liability towards its clients, due to any deficiency in the Services by the Service Provider under this Purchase Order, Netscribes shall be entitled to deduct or withhold such amount (not received by it from its clients) from the Service Fee payable to the Service Provider under this Purchase Order or recover any loss or liability incurred by Netscribes from the Service Provider.**
- 2.9 **The Service Provider agrees that it is not entitled to receive any additional payments from Netscribes other than the Service Fee as provided under this Purchase Order.**

3 TAXES:

- 3.1 All amounts due under this Purchase Order include any applicable indirect taxes including Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax. Such amounts (including but not limited to service fee, damages, interest payments on overdue amounts) shall be charged additionally to Netscribes and **Netscribes shall be required to pay such amounts. Such taxes shall be based on place of supply in consonance with the GST provisions.**
- 3.2 The invoice shall be duly raised by the Service Provider within the time as prescribed under Goods and Service Tax Act, 2017.
- 3.3 The invoice shall be raised by the Service Provider within 30 days from the date of completion of the service rendered prior to the appointment date of Goods and Services Tax Act, 2017, in case of any breach in aforesaid timelines and there is a loss of any tax credits to Netscribes, such losses shall be **duly indemnified by the Service Provider.**
- 3.4 **Further, the Service Provider agrees to issue an advance receipt with appropriate GST break-up, in the event of collection of any form, of advances against the supplies agreed to be made by the Service Provider.**
- 3.5 **Further, it is agreed between the parties that the Service Provider shall raise a credit note on Netscribes, in the event of any adjustment to the value of the supply (either proportionate or full) including the adjustment to the taxes applicable on the same.**
- 3.6 **The tax amount portion of the invoice shall be paid by Netscribes only after the Service Provider has provided sufficient proof that the amount for the Goods and Services Tax charged in the invoice is declared in Form GSTR-1 and Form GSTR-3 and the taxes have been paid. In case the Service Provider fails to pay such taxes or has not provided Netscribes proof of their tax clearance, Netscribes shall withhold the payments for the subsequent months.**
- 3.7 Further, the parties **agree** that the Service Provider duly discloses all the supplies via applicable GST reporting thereby making available all the applicable input tax credits to **Netscribes during the tax period in which such supply was undertaken. In the event of any breach, the Service Provider agrees to indemnify Netscribes.**
- 3.8 Service Provider shall be required to indemnify and hold harmless Netscribes, its promoters, officers, directors, employees, affiliates, agents, sub-contractors and other **representatives from any losses, claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) on account of violation of applicable tax laws by the Service Provider (including but not limited to non-filing of the requisite forms with the tax authorities to claim tax credit etc.).**

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 In relation to Netscribes' Materials (which are owned by Netscribes), Netscribes shall retain ownership of all intellectual property rights (including any copyright, patent, or trademark) in such Netscribes' Materials and the Service Provider shall not use any Netscribes' Materials without the prior written consent from Netscribes.
- 4.2 The Service Provider agrees to assign and hereby assigns to Netscribes as its exclusive property all rights, title and interest (including without limitation, all patents, patent applications, trade secrets and copyrights) in and to any and all Intellectual Property in connection with the Deliverables, including without limitation all information and data developed and produced in the performance of the Services under this Purchase Order.

5 CONFIDENTIALITY

5.1 The Parties agree that during the Term, Netscribes may disclose some Confidential Information to the Service Provider and subject to Clause below, the Service Provider shall:

- (a) use the Confidential Information of Netscribes only for purposes of the providing Services under this Purchase Order and, without limiting the generality of the foregoing, **shall not, directly or indirectly, deal with, use, exploit or disclose the Confidential Information of Netscribes or any part thereof to any person or entity or for any purpose whatsoever** (or in any manner which would benefit any competitor of Netscribes) except as expressly permitted hereunder or unless and until expressly authorized in writing **to do so by Netscribes;**
- (b) **use reasonable efforts to treat, and to cause all its officers, agents, employees, professional advisors and contractors and prospective contractors to treat,** as strictly confidential all Confidential Information of Netscribes, and in no event shall such efforts be less than the degree of care and discretion as the Service Provider exercises in **protecting its own Confidential Information. Any contractors engaged by or prospective contractors to be engaged by the Service Provider in connection with the Services** shall be required to assume obligations of secrecy equal to or greater than the obligations that the Service Provider has assumed in this Purchase Order with respect to the **Confidential Information;**
- (c) **not, without the prior written consent of Netscribes, disclose or otherwise make available Netscribes' Confidential Information or any part thereof to any party other than** those of its directors, officers, agents, employees, professional advisors, contractors or prospective contractors who need to know the Confidential Information for the **purposes set forth in this Purchase Order; provided that, such directors, officers, agents, employees, professional advisors, contractors or prospective contractors shall agree** to be bound by equal to or greater than the obligations that the Service Provider has assumed under this Purchase Order;
- (d) not copy or reproduce in any manner whatsoever the Confidential Information of Netscribes or any part thereof without the prior written consent of Netscribes, except **where required for its own internal use in accordance with this Purchase Order; and**
- (e) **promptly upon the request of Netscribes, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information of** Netscribes or, at the option of Netscribes, destroy and confirm in writing the destruction of the Confidential Information.

6 INDEMNIFICATION

6.1 Subject to Clause below but without prejudice to any other terms and conditions and the obligations, duties and responsibilities that are contained in this Purchase Order, the Service Provider shall indemnify and keep indemnified and hold harmless and effectively indemnified Netscribes and any of its officers, employees, directors ("Indemnified Parties") **against all claims, costs, expenses, losses, damages and liabilities (including third party liabilities) brought against or incurred or suffered by the Indemnified Parties,** including, without prejudice to the generality of the foregoing, all reasonable costs and expenses which the Indemnified Parties may reasonably incur in **defending any proceedings, arising due to:**

- (a) any breach of whole or any one of the provisions of Purchase Order and/or Applicable Law, including any deficiency in Services;
- (b) any liability arising from the customers of Netscribes in relation to the Services provided by the Service Provider;
- (c) [any liability arising out of any withholding taxes in relation to the Service Fee]; and
- (d) any breach or act of omission or commission by employees/agents of the Service Provider in relation to providing the Services and or complying with provisions under this Purchase Order and/ or Applicable Law.

In this regard, the Service Provider hereby expressly authorizes and empowers Netscribes to deduct or recover the entire costs, expenses, claims, losses, damages, and liabilities from any amount payable by Netscribes to the Service Provider

7 **Relationship of Parties:** Nothing herein shall constitute a partnership between the Parties and neither Party shall hold itself up as an agent of the other Party.

8 **Assignment:** Neither Party may assign any of its rights or delegates any of its duties under this Purchase Order without the prior written consent of the other Party except that either Party may assign this Purchase Order to a successor-in-interest in connection with the sale of all or substantially all of its assets.

9 **Severability:** If any term or provision of this Purchase Order is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision shall, **to that extent, be deemed not to form part of this Purchase Order, but the legality, validity or enforceability of the remainder of this Purchase Order shall not** be affected.

10 **Governing Law:** The interpretation and enforcement of this Purchase Order shall be governed by the laws of India and the jurisdiction shall be exclusively vested in the courts of Mumbai only