



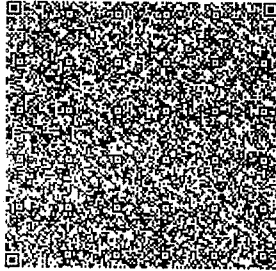
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL78232817422930P
Certificate Issued Date : 04-May-2017 12:32 PM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73210357180996004441P
Purchased by : V5 GLOBAL SERVICES PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : V5 GLOBAL SERVICES PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : V5 GLOBAL SERVICES PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



SERVICE AGREEMENT

Please write or type below this line

This Service Agreement entered at New Delhi on 26.07.2017 between

M/s V5 GLOBAL SERVICES PVT. LTD. a company incorporated under the provision of The Company Act, 1956, having its registered and principal place of business at D-13/5, Okhla Industrial Area, Phase-II, New Delhi-110020 (hereinafter referred to as The "V5 Global") which expression unless repugnant to the context or meaning thereof be deemed to include its successors, representatives, authorized agents and assigns, through its authorized signatory Mr. Sanjay Kumar Gupta.

AND

M/s. Topwise Communications Private Limited (formerly known as Topwise Communications Private Limited), a Company incorporated as per the provisions of Companies Act' 2013

For Topwise Communications Pvt. Ltd.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Bearing CIN No. U51909DL2017PTC318494 having its registered office at A-32, IInd Floor, Mohan Cooperative Industrial Estate, New Delhi - 110044

(Hereinafter referred to as The "Client") which expression unless repugnant to the context or meaning thereof be deemed to include its successors, representatives, authorized agents and assigns, through its authorized signatory Mr. Sanjay Kalirona. V5 Global and Client may hereinafter be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS, V5 GLOBAL is a company engaged in the business of providing services in the area of human resource management and consultancy by way of recruitment, training and business process outsourcing to various kinds of Companies and inter alias, is engaged in the business of providing specific corporate services to its customers through deputation of its skilled, and/or semi-skilled employees/personnel.

AND WHEREAS CLIENT is desirous of engaging the services of V5 GLOBAL and V5 GLOBAL has agreed to offer the services described herein to CLIENT on the terms and conditions set out in the Annexure A and which shall come into effective from 01.08.2017

NOW IN CONSIDERATION OF THE PREMISES HEREINAFTER CONTAINED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF SERVICE (Refer to Annexure-A)

2. DURATION:

- 2.1 This agreement shall be initially valid for a period of one year from 01.08.2017 . This agreement shall be automatically renewed for a further one year until unless not terminated by either party as per the provision of Clause. 3 herein below.

3. **TERMINATION**


- 3.1 Either party may terminate this Agreement by serving a written notice of not less than (60 days) i.e. two month to the other party, provided that any amounts due to V5 GLOBAL prior to such termination shall not be subjected to the provision of Clause 3.1 .

- 3.2 In the event of termination of this agreement, any disputed amount shall be resolved by the parties and pay to V5 Global before 15 days of termination.

4. **OPERATING GUIDELINES**

- 4.1 V5 GLOBAL and CLIENT agree to that the parties need to comply with certain specific obligations which are more clearly detailed in the 'Annexure A' to this Agreement and commits to discharging its responsibilities as set out therein, in ensuring that deputation services management is administratively effective, fair and mutually beneficial. These operating guidelines are understood to be an integral part of this

For Topwise Communications Pvt. Ltd.


Authorized Signatory



Agreement. However, V5 Global shall only be limited to operational responsibilities as set out in the "Annexure -A". Background verification of deployed personnel and other such obligation which is not defined in said annexure shall lie on "Client". Although, on specific written request of Client, V5 Global may undertake/execute other operational responsibilities on Terms & Conditions including service charge as agreed by both parties.

- 4.2 Salary fixation will be done by V5 and should be approved by the client, and no hike of salary during the period of contract. No revision of salary if employee quits during the course of service and new employee is placed for work

5. CONFIDENTIALITY

- 5.1 All technical or business data, pricing information, launching schedule, drawing, plans and operational instructions regarding products (hereinafter called "Confidential Information"), if made available by CLIENT to V5 GLOBAL hereunder, (i) shall at all times be held by V5 GLOBAL in confidence, (ii) shall not, without prior written consent of CLIENT, be disclosed by V5 GLOBAL to any person, firm or corporation. Any failure of the confidential obligation described in this Article 11 shall be deemed to be a material breach by V5 GLOBAL of this Agreement.

In the course of performing its obligations hereunder, V5 GLOBAL may obtain information that identifies or can be used to identify the individual person to whom such information pertains ("Personal Information"). Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, and credit card information. V5 GLOBAL shall use such Personal Information only as strictly necessary to perform its obligations in accordance with this Agreement and not for any other purpose whatsoever. V5 GLOBAL shall maintain such Personal Information in strict confidence in accordance with this Agreement. V5 GLOBAL will take appropriate steps to protect Personal Information in V5 GLOBAL possession from unauthorized use, access, disclosure, alteration or destruction. Security measures shall include access controls, encryption or other means, where appropriate.

6. INDEMNITIES:

- 6.1 V5 GLOBAL agrees to indemnify Client, its affiliates, officers, directors, managers and employees for any claims or payment of statutory dues and employee benefits, and liabilities thereof.

7. AMENDMENT

- 7.1 Any amendment or modification to this Agreement or any part thereof shall be made by an instrument in writing and executed by both the parties.

8. NOTICES

For Topwise Communications Pvt. Ltd.

[Handwritten Signature]

Signature



- 8.1 Notices and any correspondence under and relating to this Agreement, may be in writing or sent by electronic mail and (i) if in writing shall be served by sending the same by courier, addressed to the party for whom it is meant at its registered office or by hand delivery duly acknowledged by the other or registered post acknowledgement due, and (ii) if by electronic mail shall be sent with a read receipt and shall be served upon receipt of the read receipt by the sending party, provided that any invoices for payment which are issued shall always also be sent in writing.

9. AUDIT AND INSPECTION

- 9.1 The CLIENT or an auditor designated by CLIENT will have the right at all reasonable time, and to V5 GLOBAL, to conduct financial, operational and technical audits of V5 GLOBAL to verify compliance with the terms and conditions of this agreement, the accuracy of the charges invoices by V5 GLOBAL and V5 GLOBAL performance of the contract duties.
- 9.2 The CLIENT shall maintain statement of accounts of V5 GLOBAL as per the normal accounting practices and make available the statement of accounts on request.

10. ENTIRE AGREEMENT

- 10.1 This Agreement supersedes all previous understanding, agreements, correspondences, etc. on this subject between the parties hereto. Any assurances or warranties expressed earlier by way of brochures, proposals (if any) which is not incorporated in this agreement will be superseded

11. COUNTERPARTS

- 11.1 This Agreement shall be executed in two originals, one of which shall be kept by CLIENT and the other by V5 GLOBAL, and shall not be binding on V5 GLOBAL until signed by both the designated signatories of V5 GLOBAL listed on the signature page of this Agreement.

12. ASSIGNMENT

- 12.1 Neither party may assign or otherwise dispose of this Agreement and any right or obligation arising under this Agreement without the express prior approval of the other party.

13. SEVERABILITY

- 13.1 If any section, paragraph or clause in this Agreement shall be held to be invalid or unenforceable in any jurisdiction, in which this Agreement is being performed, then the meaning of such section, paragraph or clause shall be so constructed so as to render it enforceable to the extent feasible and if no feasible interpretation would

Signature



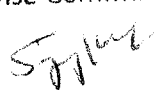
save such section, paragraph or clause it shall be severed from the Agreement. If such paragraph or clause is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof.

14. GOVERNING LAW AND ARBITRATION:

- 14.1 This Agreement shall be governed by the laws of India.
- 14.2 Any dispute arising from this Agreement shall be amicably and promptly settled upon consultation between the parties hereto. The parties agree that if an amicable settlement is not reached, any such dispute shall be settled by arbitration in Delhi as per Indian Arbitration and Conciliation Act of 1996 as amended. The Arbitration proceedings shall be conducted in English language and the award shall be final, binding and enforceable upon the parties.
- 14.3 Subject to the provisions above, any suit, petition, reference or other filing permitted or required to be made pursuant to the Arbitration and Conciliation Act, 1996 in respect of the matters arising out of this Agreement including, without limitation, a petition for appointment of an arbitrator or arbitrators under section 11 of the Arbitration and Conciliation Act, 1996 shall be instituted only in competent courts at Delhi.


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

For: Topwise Communications Private Limited
For Topwise Communications Pvt. Ltd.


Mr Sanjay Kalirona Authorized Signatory
(CEO)

Date:

For: V5 GLOBAL Services Pvt. Ltd.


Sanjay kr. gupta

(CFO)

Date:



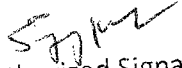
Annexure-A

Scope of Services

V5 Global shall provide the Services through the Associates as required by **the Client** from time to time in the designated area. **The Client** reserves the right to change the Scope of Service ("SOS") at any time during the term of the Agreement by giving written notice to **V5 GLOBAL** and **V5 GLOBAL** agrees to abide by the changed SOS. **V5 GLOBAL** shall perform a broad level of Services, including, but not limited to the following:

- On request of the Client, V5 Global shall hire/replace the associates (herein after referred to as ISP) and shall depute the associate to Client.
- V5 Global shall maintain and comply with the norms of the applicable statutory laws, however, payment of statutory due shall be subjected to the receiving payment from Client.
- V5 Global shall disburse the salary and other payment to ISPs on or before 7th day of every month. However, disbursement of Salary/incentive all other payment payable to deployed personnel shall be subjected to realisation of respective Invoice.
- Any other amenity, other than EPF, ESIC, Bonus, and Gratuity etc shall be paid to employees' base on client's proposal and approval thereof.
- V5 Global shall maintain all the statutory registers/records as applicable under the prevailing law.
- Attendance cycle shall be from 26th of previous month to 25th of current month whereas salary cycle shall be from 1st of current month to 30/31st of current month
- Daily Attendance and Sales tracking through Mobile App Reporting system.
- Daily MIS Reporting
- V5 Global shall provide the online accessibility of data through Web portal to client

For Topwise Communications Pvt. Ltd.


Authorized Signatory

