

VENDOR SERVICES AGREEMENT

This Vendor Services Agreement (hereinafter "**Agreement**") is entered as of 01st day of August 2022, by and between Cyient Limited (hereinafter "**Cyient**") with its registered office at Plot No. 11, Infocity Software Units Layout, Madhapur, Hyderabad- 500081, which expression shall mean and include its successors in title and permitted assigns and Kaizen PR Services Pvt. Ltd.(hereinafter "**Vendor**") with its registered office at 380/4, 3rd Floor, 100 Feet Road, Ghitorni, New Delhi-110030, which expression shall mean and include its successors in title and permitted assigns.

Cyient and Vendor are hereinafter referred individually as a "Party" and collectively as "Parties"

RECITALS

WHEREAS Cyient and Vendor desire to enter into this Agreement to provide for each Party's rights and obligations with respect to the Solar Rooftop supply, installation and Maintenance services to be provided by the Vendor more fully described in the Exhibit A, attached hereto and incorporated herein by reference (hereinafter "**Services**")

NOWHEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

ARTICLE 1 SCOPE OF SERVICES:

1.1 During the term of this Agreement, the Vendor shall provide the Services as described on Exhibit A to this Agreement.

ARTICLE 2 FEES AND PAYMENT TERMS:

2.1 In consideration of the satisfactory Services rendered by the Vendor pursuant to this Agreement, Cyient shall pay the amounts set forth herein 30 days from the date of invoice. Vendor expressly assumes all the tax and insurance liabilities associated with the compensation paid to the Vendor pursuant to this Agreement. In the event any amount in the invoice is disputed, Cyient shall withhold the payment of such invoice until the dispute is amicably resolved between the Parties.

ARTICLE 3 TERM AND TERMINATION:

3.1 The term of this Agreement shall be made effective from the date set forth above and shall continue for a period of 3 years unless terminated by Cyient upon thirty (30) days prior written notice or extended upon written agreement between the Parties. Either party may terminate this Agreement including the Exhibit A in the event of breach of a material term of this Agreement by the other party, which breach is not cured within thirty (30) days from receipt of written notice. The foregoing thirty (30) day cure period shall not apply in the event of breach of the obligations relating Confidentiality under Article 5

3.2 Either party may immediately terminate this Agreement upon written notice to the other party in the event of the other party's insolvency or petition being filed by or against the other party in liquidation or a petition shall be filed by or against the other party under any bankruptcy law, corporate reorganization law, or any other law for relief of debtors (or law analogous in purpose or effect).

ARTICLE 4 SUBCONTRACTORS:

4.1 The Vendor may engage third parties (collectively, "Subcontractors") solely by written agreement to assist Vendor in the performance of the Services pursuant to this Agreement. The written agreement between Vendor and Subcontractor shall contain only provisions that are consistent with the obligations and

performance of Vendor under this Agreement and shall in no way vary the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, Vendor shall at all times remain fully responsible to Cyient for the acts and omissions of all Subcontractors, including without limitation, the performance of the Services in accordance with the terms and conditions of this Agreement by any and all Subcontractors.

ARTICLE 5 CONFIDENTIAL INFORMATION:

5.1 The Vendor acknowledges that it or any of its employees, may acquire, or have acquired, information about certain matters and things which are confidential and/or proprietary to Cyient or its affiliates. The Vendor acknowledges that disclosure of the Confidential Information to any other third party could be detrimental to Cyient's interests. The Vendor agrees that it and its employees shall not disclose the Confidential Information to any third party either during or after the term of this Agreement (except to the extent that the Vendor or Vendor's personnel is required to do so with prior written consent of Cyient in order to perform the Services), and shall exercise the same degree of care and protection with respect to the Confidential Information of Cyient that it exercises with respect to its own confidential information, but in no event shall the Vendor exercise less than a reasonable standard of care to prevent inadvertent disclosure of the Confidential Information to any third party.

The Vendor shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Cyient's Confidential Information, or use or circulate the Confidential Information of Cyient except to the extent necessary for:

- (i) Negotiations, discussions and consultations with its personnel or authorized representatives;
- (ii) Its obligations in connection with the provision of Services in accordance with this Agreement; and
- (iii) Any purpose Cyient may authorize in writing.

Exceptions - The confidentiality obligations of the Vendor under this Agreement shall not apply to Confidential Information:

- (i) Which at the time of disclosure is within the public domain, other than through a breach of this Agreement;
- (ii) Which after disclosure becomes readily and lawfully available to the industry or the public, other than through a breach of this Agreement;
- (iii) which is subsequently lawfully and in good faith obtained by the Vendor from an independent third party without any breach of this Agreement, as shown by documentation sufficient to establish the third party as a source of the Confidential Information, and not obtained in breach of the Cyient's confidentiality rights or illegally by the third party from some other party or Cyient; and
- (iv) any Confidential Information which the Vendor is by law, rule of the relevant stock exchange or regulatory authority required to disclose, to the extent only of such required disclosure, provided however that to the extent permitted by law, the Vendor shall promptly notify the disclosure of Confidential Information to Cyient so that Cyient may seek protective order or any other remedies available.

It will be presumed that any Confidential Information in Vendor's possession is not within exceptions (iii) or (iv) above, and the burden will be upon the Vendor to prove otherwise by records and documentation.

The Vendor further agrees to comply with all the privacy laws including without limitation Privacy Act 1988 (Cth) (Australia), Directive 95/46EC (European Union), The General Data Protection Regulation (GDPR) (EU)

2016/679 and any other equivalent state or federal legislation in an applicable jurisdiction where the Services are performed.

(e) Survival - The rights and obligations set out in this Article 5 shall survive and continue after expiration or termination of this Agreement and shall bind the Vendor, its legal representatives and assigns.

(f) Relief - The Vendor acknowledges that its failure to comply with the provisions of this Article 5 shall cause irreparable harm to Cyient which cannot be adequately compensated for in damages, and accordingly acknowledge that Cyient shall be entitled as a matter of right, in addition to any other remedies available to it, to apply to a court of competent equitable jurisdiction for such relief by way of a restraining order, injunction, specific performance, decree or otherwise, as may be appropriate.

Ownership of Confidential Information: Cyient's Confidential Information is and shall remain the sole and exclusive property of Cyient and/or its affiliates, as applicable. Vendor acknowledges that Cyient's Confidential Information is the sole and exclusive property, and the Confidential Information of Cyient. Cyient hereby grants to Vendor, during the Term, a limited, revocable, non-transferable and non-exclusive licence to use the Cyient Confidential Information solely as permitted by this Agreement and for the purposes of, and only to the extent necessary for, the provision of the Services to Cyient.

For the purpose of this Agreement "Confidential Information" shall mean all information, data and materials of Cyient which becomes known to the Vendor directly or indirectly, either orally, in writing or in any other form pursuant to and in conjunction with this Agreement and which reasonably would be expected to be confidential and private to Cyient, and which includes business information (including without limitation Cyient's business plans, strategies, commercial affairs, practices and financial information pricing, personal data)

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

6.1 The Vendor will promptly disclose in writing to Cyient all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know how and data (whether or not patentable, and whether or not at a commercial stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by the Vendor (either alone or jointly with others) during the period the Vendor provides the Services, as a result of performing the Services including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the "Intellectual Property").

6.2 The Vendor hereby assigns and agrees to assign to Cyient, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest that the Vendor may have or acquired in and to (i) all the Intellectual Property (ii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Intellectual Property; and (iv) any and all "moral rights", that the Vendor may have in or with respect to any Intellectual Property. To the extent any moral rights are not assignable, the Vendor waives, disclaims and agrees that the Vendor shall not enforce such moral rights. The Vendor agrees that such assignment shall extend to all languages and including the right to make translations of the Intellectual Property. Additionally, the Vendor agrees, at no charge to Cyient, but at Cyient's sole expense, to sign and deliver to Cyient (either during or subsequent to Vendor's performance of the Services) such documents as Cyient considers desirable to evidence the assignment of all rights of the Vendor, if any, described above to Cyient and Cyient's ownership of such rights and to do any lawful act and to sign and deliver to Cyient any document necessary to apply for,

register, prosecute or enforce any patent, copyright or other right or protection relating to any Intellectual Property in any country of the world.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 The Vendor hereby represents and warrants as of the Effective Date that:

- i. it is a company, duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is operating Services;
- ii. it has the rights, power and privileges to execute, deliver and perform its obligations under this Agreement;
- iii. the execution, delivery and performance of this Agreement have been duly authorized by the Vendor;
- iv. it has all rights necessary to make any assignment of Intellectual Property Rights required under Article 6;
- v. it is not insolvent and no controller has been appointed over any part of Vendor's assets and no such appointment has been threatened;
- vi. it is not in liquidation or administration and no proceedings have been brought or threatened or procedure commenced for the purpose of winding or placing the Vendor under administration;
- vii. it will comply, with all applicable laws, including applicable provincial, federal, state and municipal laws, regulations, codes, ordinances and orders, as to which the Vendor has or should have knowledge and
- viii. The Services will be performed in a professional and workmanlike manner.

ARTICLE 8 INDEMNITY AND LIABILITY

8.1 The Vendor shall indemnify and shall keep indemnified and hold harmless, Cyient, its affiliates, directors, officers and employees from and against all and any claims, demands, losses, damages, expenses and proceedings whatsoever (including reasonable attorneys' fees and costs), arising or resulting from the (i) actions or omissions of the Vendor or its officers, agents and employees in performing its obligations under this Agreement (ii) a violation by the Vendor of any applicable laws that relate to the Services rendered under this Agreement; (iii) any claim based on the personal and bodily injury (including death) or damage to tangible personal property received or sustained by reason of any act, negligence or omission of the Vendor, or its affiliates or their employees, agents or Subcontractors, in connection with this Agreement; and (iv) any claim that Vendor's act or omission, breaches, infringes, contravenes or otherwise interferes with any third party's patent, copyright, trade secret or other intellectual property, proprietary or any other rights.

8.2 The maximum liability of Cyient under this Agreement shall be limited to the equivalent of the total fees paid by Cyient to the Vendor in the previous 1 year period. Neither of the Parties nor their respective affiliates shall be liable for any loss of profit, business, goodwill or revenue or any special, punitive, indirect or consequential loss or damages arising as a result of the performance of this Agreement, howsoever caused and irrespective of any negligence or fault.

ARTICLE 9 FORCE MAJEURE

10.1 Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement if the same is caused by an event of force majeure, which is neither foreseeable or preventable

and which is entirely outside the direct or indirect control of either Party and includes without limitation any Act of God, natural disaster, war, acts of terror or civil disobedience.

ARTICLE 10 NON-SOLICITATION

11.1 During the term of this Agreement and for a period of twelve (12) months after its termination or expiration, neither Party shall directly, without prior written consent of the other Party, hire, retain, engage or otherwise employ or solicit or recruit for the purposes of employment or engagement as an independent contractor or permit to be used any individual who is then or was within the previous twelve (12) month period a full-time officer or employee of, or independent contractor to, the other Party and engaged in the provision or receipt of the Services. For greater certainty, the foregoing shall not prevent either Party from advertising employment or consulting opportunities or otherwise soliciting such opportunities to the general public and/or from hiring or employing any person who has responded to such advertising or solicitations.

ARTICLE 11 GENERAL

11.1 Assignment: Except as otherwise permitted under this Agreement, neither Party shall, without the prior written consent of the other Party, which shall not be unreasonably withheld, assign or transfer its interest in or obligations under this Agreement to any other person. The consent of a Party to any particular assignment or transfer shall not constitute such Party’s consent to any other assignment or transfer. Any attempt to assign or transfer any of the rights, duties or obligations in contravention of this Article shall be void. Notwithstanding the foregoing, a Party shall be entitled, without the consent of a Party, to assign and/or share the benefit of this Agreement (and all rights and licences granted pursuant to it) to any of its affiliates, any entity it acquires or is amalgamated with, merges with or which acquires a Party, and any entity which is formed with any of the present or future assets and personnel of a division of a Party. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

11.2 Notices:All notices, requests, approvals, consents and other communications required or permitted under this Agreement, other than operational notices or communications required in the course of the provision of the Services, shall be in writing by personal delivery, registered mail or by fax addressed as follows:

Cyient hereby designates Cyient’s representatives as follows:

Primary: Legal Team
Cyient Limited
Plot No.11, Software Units Layout
Infocity, Madhapur
Hyderabad – 500 081

Dispute

Representative: legal.notice@cyient.com

The Vendor hereby designates Vendor’s representatives as follows:

Primary: Accounts Team
Kaizzen PR Services Pvt. Ltd.

Dispute

Representative: accounts@kaizencomm.com

All notices, requests, approvals, consents and other communications given by personal delivery will be conclusively deemed to have been given on the day of actual delivery therefor, if by registered mail, on the third (3rd) business day following the posting thereof for local or interstate mail, or on the seventh (7th) business day following the posting thereof for international mail, or if given by fax, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business Day during which such normal business hours next occur if not given during such hours on any day.

11.3 Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent permitted by law.

11.4 Waiver: No waiver by a Party of any breach of this Agreement or waiver of any warranty, representation, or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation, or provision and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation, warranty, or other provision, whether or not the Party accepting performance knows of such breach at the time of acceptance. All waivers must be in writing and signed by the Party waiving its rights.

11.5 Governing Law: This Agreement is governed and construed in accordance with the laws of India. The Parties hereby agree to the exclusive jurisdiction of the courts of Hyderabad for the purpose of any action or proceeding brought by either of them in connection with this Agreement. The Parties agree that the foregoing shall preclude the jurisdiction and application of any other forum and law.

11.6 Entire Agreement: This Agreement, including all schedules, attachments, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no other representations, understandings or agreements between the Parties relating to the subject matter hereof.

11.7 Public Announcement: Neither Party may make or authorize a press release or other public statement relating to this Agreement, or the negotiations and dealings between the Parties unless the Parties have each given their prior written consent about the nature, content and timing of the release or statement.

11.8 Amendments: No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by authorized representatives of each Party.

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed and delivered by its duly authorized representative(s).

CYIENT LIMITED

By: Navroze Palekar
Navroze Palekar (Oct 18, 2022 06:48 EDT)

Name: Navroze Palekar

Title: VP & Global Head - Legal

Date: 18-10-2022

RK
RK

Kaizen PR Services Pvt. Ltd.

By: VINEET
Name: HANDA
Digitally signed by VINEET HANDA
Date: 2022.10.14
18:38:52 +05'30'

Title:

Date:

Annexure-1 Information Security and Data Privacy Requirements for Suppliers:

1.1 General Security requirements

- a. All suppliers must adhere to the Cyient's Confidentiality and Non-Disclosure agreement as annexed hereto and executed by the Supplier SR-017-NDA (Non-Disclosure Agreement).
- b. Supplier shall protect Cyient Information by implementing applicable controls as set forth with the latest version(s) of the international standard ISO/IEC 27001 & 2 (Information security standard), ISO/IEC 27701 (Data Privacy Standard) unless otherwise explicitly agreed in contract.
- c. For the purpose of the obligation of the Supplier, "alignment" means that the Supplier regularly must consider all controls included in the said standard and take conscious decisions as to if a specific control should be implemented fully, partly, or not at all, or, if alternative protection measures must be or are implemented. However, the Supplier must always ensure that Cyient Information is not at risk.
- d. Communications to Cyient regarding security incidents or other security related issues or inquiries must be protected from improper access or interception using encryption.
- e. Any incidents or potential non-compliance aspects must be reported to SIRT@Cyient.com with prior communication to the appointed point of contact or as otherwise specified in contractual agreements
- f. Supplier must comply with the Cyient security requirements from this annexure applicable as per the scope of the contract.

1.2 Right to Audit

- a. Cyient has the right to audit its suppliers to test the information protection & applicable security controls periodically in accordance with the above said standards
- b. Cyient will notify 30 days in advance for any security audit at supplier premise where the information processing activities are being carried out, and Supplier should demonstrate compliance

with the security and privacy requirements or measures that have been agreed in the contract with Cyient.

- c. Identified non-compliance shall be dealt with as agreed between both the parties.

1.3 Human Resources Security

- a) Personnel with access to Cyient Information shall be required to take appropriate security training on a regular basis.
- b) Supplier must warrant that they will only assign employees to Cyient who have passed an identity and police verification checks to perform work under this contract as per the applicable local laws. The police verification must demonstrate the worker has no convictions or pending criminal charges.
- c) Supplier, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the Cyient, who will have access to confidential information of Cyient, or who will have access to Cyient information systems, either through on-site or remote access (collectively "Supplier Employees"). Supplier Employees, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third-party vendor interpreters and transcribers.

1.4 Asset management

Suppliers handling Cyient Assets like Applications, People information, Hardware, Facility Equipment need to adhere to the below conditions as applicable

- a. Personnel with access to Cyient Information or Information assets shall sign an acknowledgement that they have read and understood Cyient's Non-Disclosure and Acceptable Usage policy and Unacceptable use of Cyient information or information assets of Cyient.
- b. The supplier must follow security practices while handling all Information that is in process, transfer, stored, retained or during disposal of Cyient confidential information.
- c. Information shall not be excessively stored, printed, copied, disclosed or Processed by other means outside the purpose mentioned within the MSA scope.
- d. Information being processed and stored, must be logically isolated from the Suppliers own information and from that of other supplier customers.
- e. Upon conclusion or termination of Supplier's contract, the Supplier shall sanitize and securely destroy (or return) all copies of Cyient Information, including all backup media and archived copies, in any electronic or non-electronic form.
- f. If the personal information processed must be preserved at the contractor's facility, contractors must adhere to the applicable regulatory norms or data privacy laws
- g. Supplier must return the Cyient owned equipment post the contract termination.

1.5 Access Control

This is applicable for all the vendors having read or write access to Cyient Data at any Cyient facility or outsourced supplier facility.

- a. All contractor/supplier/service provider users accessing the Cyient data must be uniquely identifiable and tracked through their unique login.
- b. Access to Cyient Information must be restricted at individual/group level on a need to know basis.

- c. Supplier shall maintain Separation/Segregation of Duties to prevent error and fraud by ensuring that at least two individuals are responsible for separate parts of any task, so that no single role or account, can access, modify or use Cyient's Information without authorization or detection.
- d. There shall be a password selection and management controls in place for accessing Cyient information (At a minimum Cyient password policy adherence is highly recommended)
- e. There shall be 'Identity and Access management (IAM)' controls in place for controlling and limiting access to Cyient Information.
- f. Access records (Logs) shall be kept in an auditable manner showing which Cyient Information has been accessed, modified, disclosed or disposed.
- g. Upon completion of services by suppliers or supplier personnel's, access to the information and information assets including facilities, access need to be revoked at the earliest by supplier.

1.6 Cryptography Controls

- a. The Supplier shall have ability to communicate securely with Cyient through encrypted email, using industry standard encryption techniques.
- b. Cyient Information must be protected by the use of encryption techniques or equivalent protection measures in transit and at rest
- c. Supplier must use secure channels (Ex. S-FTP) for the exchange of any data with Cyient

1.7 Physical and Environmental Security

Physical access to the building or floor or room where supplier services being carried out for Cyient shall be restricted.

- a. Restricted areas must be earmarked as "RESTRICTED" and access must be controlled
- b. Users entering into the premise should be uniquely identifiable through any access control mechanism.
- c. log all physical access related events such as Date, Time, swipe/proximity card-id, door-id, access denied/granted
- d. Inform to Cyient within 24 Hrs. if any of the above control is failed to register an internal incident.
- e. Any planned changes to the physical security controls where Cyient data being processed must be notified 5 days in advance to Cyient for seeking any specific approvals

1.8 IT Operations Security

Systems shall be provisioned with sufficient capacity to ensure continued availability in the event of a security incident.

- a. Systems shall ensure malicious software protection is deployed and kept up to date.
- b. All privileged user actions shall be logged. Any changes to these logs by a system, privileged or end user must be detectable. Log records must also be independently reviewed periodically.
- c. Information about important security-related events shall be recorded in logs including event types such as failed log-on, system crash, changes of access rights and event attributes such as date, time, User ID, file name and IP address, where technically feasible.
- d. Log records shall be stored for at least 6 months and made available to Cyient when requested.
- e. Back-ups shall be performed and maintained to ensure continuity and delivery expectations.

- f. Minimum levels of Vulnerability assessments and Patch management should be in place to protect from malicious attacks.
- g. Whenever the off-premises equipment is transferred among suppliers or supplier personnel, a log should be maintained that defines the chain of custody for the equipment along with the responsible authority for the equipment handling safely and securely.

1.9 Communication Security

- a. Systems processing Cyient Information must be protected behind the network firewall(s) and are to be adequately hardened, i.e. removing or disabling un-necessary services, accounts, software and functionalities that are not relevant or in use.
- b. Supplier networks used to access Cyient Information or Cyient networks shall have security controls that can protect against unauthorized traffic interception or interference by making use of firewalls, intrusion detection/prevention, etc.
- c. Wireless network connections transferring Cyient Information shall be encrypted according to the industry best practices.
- d. Supplier shall deploy suitable technologies to scan their corporate email for viruses and malicious code and links at gateway level

1.10 Sub-contractor relationships

- a. Disclosing Cyient Information to a third party, such as a Third-Party Sub-Processor, shall only be allowed with prior written consent from Cyient and only for the purposes identified in contractual agreements with Cyient.
- b. Supplier Sub-Processors/Contractors shall be restricted to only the necessary access, use, retention and disclosure of Cyient Information needed to fulfill contractual obligations.
- c. Supplier's Sub-Processors/Contractors shall be given clear instructions on security measures for protecting Cyient Information and follow the Cyient information security policies and Procedures as applicable to primary suppliers and the same need to be communicated and agreed in the sub-contract agreement.

1.11 Incident management

- a. Supplier shall have a documented security incident management process to detect and handle incidents.
- b. Supplier shall report confirmed security incidents or weaknesses involving Cyient Information or Services for Cyient no later than 48 hrs. (or) as otherwise agreed upon timelines in MSA.
- c. Confirmed security related incidents should be reported to through e-mail to SIRT@Cyient.com , appointed point of contact or as otherwise specified in contractual agreements.
- d. Supplier shall cooperate fully with Cyient in dealing with these reports. Cooperation may include providing access to computer-based evidence data¹ for forensic evaluation.

1.12 Data Retention and Secure Disposal:

- a. Supplier shall take reasonable steps to collect and preserve any information related to its obligations under this Annexure and Processing of Confidential and Personal Data in the care,

custody or control of Supplier in accordance with any retention agreements or litigation hold orders provided to Supplier by Cyient. Upon Cyient's request, Supplier shall provide the preserved information to Cyient or its designee in a format requested by Cyient.

- b. When Personal or Confidential Data is no longer necessary for the performance of services for or on behalf of Cyient, or promptly upon the expiration or earlier termination of the Agreement, whichever is earlier, or at an earlier time as Cyient requests, Supplier shall securely destroy or, at Cyient's written request, return to Cyient or its designee, in the format determined by Cyient, each and every original and copy in every media (including both active data and backup data) of all Personal and confidential Data in Supplier's possession, custody or control. In the event applicable law does not permit to comply with the delivery or destruction of the Personal Data, Supplier warrants that it shall ensure the confidentiality of the Personal and Confidential Data and that it shall not use or disclose any Personal or confidential Data after termination of the Agreement, except as required by law.

Securely dispose of records containing personal information so that the information cannot be read or reconstructed after it is no longer needed to comply with business purposes or legal obligations. Upon Cyient's request, Supplier shall provide written certification by one of its senior officers that Personal and confidential Data has been returned or securely destroyed in accordance with this Annexure.

- c. Refrain from storing personal information on media connected to external networks unless necessary for business purposes. Securely erase media containing personal or confidential information before reuse.

1.13 Data Privacy

The following data privacy requirements are applicable when Supplier is Processing Personal Information on behalf of Cyient where Cyient is acting as a 'data controller' or a 'data fiduciary'.

- a. Supplier's top management must set direction for and show commitment to data privacy. At a minimum there shall be a high-level privacy policy that applies enterprise-wide and assignment of overall responsibility for privacy in place.
- b. Supplier shall ensure protection and privacy of personally identifiable Information related to services in accordance with relevant data protection legislation and regulations.
- c. Personal Information, including redacted or Anonymized Personal Data, shall not be used for any other purpose than meeting contractual agreements with Cyient.
- d. Personal Information collected for different purposes shall be processed separately.
- e. Authorized Personnel shall only have access to the least amount of Personal Information to carry out their job duty.
- f. Personnel with access to Personal Information shall be required to be educated on data privacy periodically.
- g. Personal Information shall be retained for only as long as necessary to fulfill the stated purposes in contractual agreements with Cyient, or as required by the local law or regulation, and shall thereafter be appropriately returned or disposed at the choice of Cyient.
- h. The disposal of Personal Information shall be recorded to certify to Cyient that such disposal has taken place and auditable.

- i. Where the return or disposal of some, or all of the Personal Information is prevented by law or regulation, the Personal Information shall be kept confidential or anonymized and shall no longer be processed. Cyient shall be informed if such obligations exist immediately when supplier becomes aware of them.
- j. Personal Information shall not be excessively stored, printed, copied, disclosed or other means of Processing outside the purpose for use.
- k. The Data Subject shall be provided with access to his or her Personal Information for review.
- l. In the event the Data Subject does not have direct access to his or her Personal Information on the data being processed at Supplier, such Personal Information shall be transferred to Cyient in order to support any Data Subject access request
- m. Accuracy/Correction to the Personal Information shall be made only when the Data Subject or Cyient on behalf of the Data Subject has made a written request for correction.
- n. As long as the correctness of data is disputed the data shall be blocked for processing.
- o. Disclosing Personal Information to a third party, such as a Third Party Sub Processor, shall only be allowed with prior written consent from Cyient and only for the purposes identified in contractual agreements with Cyient. Cyient shall have the right to evaluate the contractual terms and conditions described in section 3.q.
- p. Prior to Supplier transferring Personal Information to a Third Party Sub Processor, the Supplier shall ensure responsibilities of Supplier and of the Third-Party Sub-Processor are clearly described and implemented as part of the commercial contract. The terms and conditions set out below shall be analyzed on a case by case basis:
 - i. The clear agreement that Cyient is either the Data Controller or Data Processor and the Supplier and Third Party Sub Processor are the data Sub-Processors
 - ii. The clear agreement that Supplier has the right to audit the Third-Party Sub-Processor with respect to data privacy.
 - iii. The clear definition of what constitutes Personal Information.
 - iv. The clear definition of applicable law(s) for processing Personal Information and for transferring such information cross border.
 - v. Clear instructions on when and where the Third Party Sub Processor is expected to report a Privacy Breach.
 - vi. Clear instructions on security measures for protecting privacy including the appropriate technical and organizational measures to safeguard the Personal Information to the same or higher level of protection as provided by Cyient.
- q. Third Party Sub-Processors shall be restricted to only the necessary access, use, retention and disclosure of Personal Information needed to fulfill contractual obligations.
- r. Personal Information shall not be transferred to or accessed from a country other than the country of the Data Subject's citizenship without prior written consent from Cyient.
- s. Records shall be kept in an auditable manner showing which Personal Information has been transferred to which countries.
- t. Reasonable steps shall be taken to ensure Personal Information is correct and accurate.
- u. Supplier shall have a process in place to report and handle Privacy Incidents and/or Breaches as well as address inquiries, complaints and disputes.

- v. Supplier shall report confirmed Privacy Breaches to Cyient as soon as possible or as otherwise agreed in writing. Supplier shall co-operate fully with Cyient in dealing with these reports.
- w. Where legally required, Supplier shall agree to cooperate with data privacy related government body or agency, however notice must be given to Cyient prior to such cooperation.

1.14 Business Continuity Management

The following Business Continuity Management requirements are applicable for Suppliers providing Services that support Cyient infrastructure or the processing of Cyient Information in a production environment.

- d. Supplier shall implement a Business Continuity Plan (BCP) that is tested at least annually after conducting Business Impact Analysis and Risk Assessment (BIA/RA) involving Cyient, to identify and mitigate potential risks to the Cyient Information/Information assets.
- e. Supplier should conduct relevant BCP drills on the identified scenarios that are discussed initially with in the agreed BCP and any such drills if failed shall be treated as incident and must be communicated to Cyient through an e-mail to the SIRT@Cyient.com

1.15 Compliance

- a. Supplier internal audits and/or assessments concerning security and privacy shall be performed regularly by trained Personnel of Cyient and findings shall be evaluated for possible corrective actions.
- b. Upon 30 days' request from Cyient, Supplier shall be able to demonstrate compliance with the security and privacy requirements or measures that have been agreed with Cyient. Identified non-compliance shall be dealt with as agreed by the parties.

EXHIBIT- A

Scope of services:

1. Services: The Consultant agrees to furnish to the Client, with the nature of Services as defined in **Annexure 1** to this agreement. The scope of services may vary depending on business exigencies that may arise.

1.1. The Consultant shall not subcontract or assign this agreement to any third party without the express written consent of the Client.

1.2. The Consultant shall employ adequate staff to cope with the workload as specified by the client from time to time. The present approximate structure is defined in Annexure 1.

Liaison Personnel: The client shall designate not more than two employees as being responsible for liaison with the Consultant on matters relating to the Services (the "Liaison Personnel"). The Consultant shall interact with the Liaison Personnel alone and notwithstanding anything to the contrary contained in this Agreement, any reference in this Agreement to interaction with the Client shall be deemed to connote interaction with the appropriate Liaison Personnel.

Annexure 1

S. No	Pillars	Activities	Deliverables (12 months)
1	Fixed	<u>Industry Quotes</u>	<u>10 – 12</u>
		<u>Employer Branding</u>	<u>Corporate Stories</u> <u>10 – 12</u>
			<u>Press Releases</u> <u>As many as required</u>
		<u>Category Product</u>	<u>Trend Stories / Listicles</u> <u>8 – 10</u>
	Variable	<u>Employer Branding</u>	<u>Media Interactions</u> <u>8 – 10</u> <u>Authored Articles</u> <u>20 – 24</u>
2	<u>Hyderabad PR</u>	<u>Press Releases</u>	<u>As many as required</u>

			<u>Interviews / Articles / Quotes</u>	<u>10 – 12</u>
3	Process	Review Reporting Crisis Management	<u>Media Tracking</u>	<u>Included</u>
			<u>Content Support</u>	<u>Included</u>
			<u>Partnership & Awards Opportunities</u>	<u>Tracking and sharing included</u>
			<u>Strategic Counsel</u>	<u>Included</u>
			<u>Crisis tracking and media intelligence</u>	<u>Included</u>
			<u>Crisis response sharing and tracking</u>	<u>Included</u>
			<u>Update Meetings</u>	<u>Weekly Updates, Fortnightly Calls and Monthly Meetings</u>
			<u>Reviews</u>	<u>Quarterly, half-yearly and annual</u>

Commercials

Commercials

Contract duration: 12 months

Monthly Retainer Fee: 2.00 lacs + GST (90% fixed + 10% variable) For media outreach, content curation, coverage analysis, and crisis management across Hyderabad, Delhi / NCR, and Bangalore. media outreach in additional cities can be actioned as per requirement at an additional cost.

Variable payout to include Authored Articles and Media Interactions. Payout to happen on a half yearly basis

10% over and above as OOPs

Additional Costs: Third-party expenses (Photographer, printing, etc.), team travel, F&B, event opportunities, accommodation, etc. will be billed separately on actuals, and with prior client approval.

Any additional projects such as campus PR / Guest lectures, LinkedIn, or Glassdoor campaigns can be discussed separately on a project basis. This includes crisis training for management and employees, advocacy, 24 X 7 response cell, a playbook, or social listening. Or internal comms.

Expenses:

Third Party Expenses: Third-Party Expenses will be charged over and above the retainer fees as per details in Annexure 1. Unless otherwise specifically agreed, the invoices of third-party service providers/suppliers would be paid directly by the Client.

Billing of expenses: Third-Party Expenses would be billed only after receipt of the supporting documents from respective vendors, wherever applicable, along with a copy of such supporting documents. Both the parties hereby agree that the submission of these expense bills will be submitted by the Consultant within 15 days of the end of the activity

Travel Policy: If required to undertake outstation travel, the Consultant personnel and/or its associates will be entitled to the facilities (travel, accommodation, and subsistence) at the cost of the Client.

Taxes and levies: Fees listed in this agreement are exclusive of Fringe Benefits Tax (where FBT would be charged on out-of-pocket expenses such as Airfare, Hotel should the Consultant pay for them as per Client's policy) and other levies imposed by the Government of India from time to time. Such taxes shall be charged at the appropriate rate by the Consultant, on fees and expenses, in addition to its stated fees, and shall be shown separately on the relevant invoice in compliance with the Indian taxation regulations. The client would deduct Tax at Source, in accordance with the provision of the Income Tax Act 1961.