

Date

Dear _____

Subject: Purchase order for _____ DBS Technology Services India Private Limited DTI Hyderabad.

We are pleased to raise our purchase order on the following terms and conditions:

Sr. No.	Description	Type	Quantity	Unit Price (INR)	Total Price (INR)
1					
2					
	TOTAL (INR)				

Amount in words: (Rupees: _____)

Terms & Conditions:			
Taxes	Supply of Products or services or both is zero rated when supplied to DTI being SEZ Unit.		
Terms & Conditions	As per Annexure A		
Payment	100% post-delivery on PO value, within 30 days on receipt of Correct Invoice		
Delivery	Within 2 -3 weeks		
Delay in Delivery	Delay in delivery of Products by the Vendor may attract penalty as described below at the sole discretion of DTI:		
	S.NO	Days Delayed	Penalty
	1	1-5 days	10% of the Value of the PO
	2	6-10 days	30% of the Value of the PO
	3	11-15 days	50% of the Value of the PO
DTI is entitled to terminate this PO and to recover from the Vendor all the damages it has suffered for delay in delivering the Products beyond 15 days.			
SEZ Tax benefits	LOA shared		
Delivery Instruction	• Tax invoice should be submitted in triplicate copies along with the delivery of Products (1 copy for vendor acknowledgement, 1 copy for CHA, 1 for finance) • Vendor should inform the delivery status at least 48 hours in advance • Vehicle should be insured, and original policy papers should be present along with the vehicle for verification • If unloading of material is within the vendor's scope, then all labour related safety measures like labour insurance, helmet, safety jackets and shoes etc. to be taken care by the vendor. • If unloading is not in the vendor's scope of work, vendor should inform to us, about the details of the Products to be delivered to DTI at least 48 hours in advance in order to arrange for labour • Invoice copy (softcopy) must be delivered to DTI before the delivery of the Products for SEZ processing.		
Billing instruction	No Taxes should be charged to DTI The vendors are required to mandatorily mention their GSTIN details on the invoice. Mandatory field to be mentioned in the tax Invoice by the vendor • Name, address and GSTIN of the supplier as per PO • Date of issue • Name, address and GSTIN of DTI • HSN Code of Products (8 Digits) / SAC code for services • LUT Number and Date / ARN for Tax Exempted Invoice • PO Number / Contract No. • Quantity of Products supplied • Vendor Bank details for Online Transfer		

	- All invoices / bills shall carry DBS Technology Services India Private Limited GST Number and SEZ Letter of Approval No: - DTI GSTIN: 36AAFCD5584N1Z1 - In case of supply to DTI WaveRock Unit: 9/316/SEZ/HYD/2016/609/SEZ dated 19/02/2016 - In case of supply to DTI Skyview Unit: 9/422/SEZ/HYD/2019/130/SEZ dated 08/03/2019 - For Tax Exempted invoice mention SEZ Declaration as “Supply meant for export/supply to SEZ unit or SEZ developer for authorized operations under bond or letter of undertaking without payment of IGST giving reference no & date of Vendor’s LUT letter”. For non-tax exempted invoice, where IGST is paid, SEZ declaration is not required to be mentioned. - For Tax Payable Invoice, IGST percentage and Amount should be mentioned for each line of Items and the SEZ Declaration as “Supply to SEZ unit for authorised operations on payment of Integrated Tax” - Value of supply taking into consideration discounts / abatements if any should match as per the PO issued. - Rate and amount of tax leviable (If any) - Signature with Company’s Stamp or digitally signed by the supplier or authorised representative - In case of Computer-generated invoice without signature, then the invoice should Explicitly mention “This is a computer generated invoice and Signature is not required”
Billing & Delivery (Ship to) Address (Must)	Billing address for Waverock and Skyview: 17th Floor, Skyview 20 Building, Survey No: 83/1, Raidurg Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad– 500081, Telangana, India Shipping Address, Vendor/Contractor must select one: 1. Waverock: a. <u>Delivery Address in case of supply to:</u> <u>Tower 2.2</u> DBS Technology Services India Private Limited , 2nd Floor, Tower 2.2, Waverock Building, TSIC IT/ITES SEZ, Nanakramguda village, Serilingampally Mandal, Gachibowli, Ranga Reddy district, Hyderabad - 500 008 <u>Tower 2.3</u> DBS Technology Services India Private Limited , 2nd Floor, Tower 2.3, Waverock Building, TSIC IT/ITES SEZ, Nanakramguda village, Serilingampally Mandal, Gachibowli, Ranga Reddy district, Hyderabad - 500 008 2. Skyview: a. <u>Delivery Address in case of supply to 16th or 17th Floor:</u> DBS Technology Services India Private Limited , 16th & 17th Floor, Skyview 20 Building, , IT/ITES SEZ, Survey No. 83/1 of Raidurg Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad, - 500081, Telangana, India. DTI DBS Technology Services India Private Limited DTI DBS Technology Services India Private Limited
In case vendor is from Outside India	The vendors are required to provide the following documents, before processing of the payments: - - No PE Declaration Form - Form 10F - Tax Residency Certificate - Defining Nature of service On Letter Head - PAN Of the vendor (If Available) - Letter for declaration of Make Available for any technical knowledge - Exchange Control Copy – Bill of Entry copy - Transport Document (Bill of Lading /Airway Bill) The vendor shall be liable to bear the withholding tax as per Income tax law of India or as agreed mutually by the parties in writing.

Kindly confirm your acceptance.

"Vendor's written or electronic acknowledgement or acceptance of this PO, or acceptance of DBS' deposit (if required), or the supply of the Products and/or services or any other conduct of the Vendor or its representative consistent with the acceptance of the PO, whichever occurs first, constitutes Vendor's unconditional acceptance of this PO and the non-negotiable terms and conditions stated herein."

Yours faithfully,

For **DBS Technology Services India Private Limited**

Authorised Signatory

Annexure A:

Terms and Conditions of Purchase Order:

1. SINGLE PURCHASE ORDER The terms and conditions set forth below together with any documents attached as may be specified by DBS Technology Services India Private Limited, India ("DTI") constitute the complete Purchase Order for the supply and purchase of the goods and/or services set out herein ("**Products** ") between the addressee specified on this purchase order ("**Vendor**") and DTI. Vendor's written acknowledgement or acceptance of this Purchase Order (the "PO"), or acceptance of DTI' deposit (if required), or the supply of the Products and/or services or any other conduct of the Vendor or its representative consistent with the acceptance of the PO, whichever occurs first, constitutes Vendor's unconditional acceptance of this PO and the non-negotiable terms and conditions stated herein. Each PO must be unconditionally acknowledged or accepted by Vendor in the manner set out above no later than five three (3) working days from the date of PO, failing which, DTI shall have the option not to be obliged to purchase any Products except for Products specified in a PO duly and unconditionally acknowledged or accepted by the Vendor within such three (3) day period or to consider the each PO deemed to be accepted by the Vendor. Any term(s) proposed in any Vendor documentation (including but not limited to any written acceptance or acknowledgment of this PO, packing list, delivery order or invoice), which add to, vary from, or conflict with the terms of this PO shall be void and non-binding on both parties. Any such proposed term(s) shall not operate as a rejection of this PO or otherwise affect the validity of the binding obligations hereunder. If this PO is deemed an acceptance of a prior offer by Vendor, such acceptance is limited to the terms and conditions expressly contained in this PO and this PO shall supersede all prior offers, discussions and/or agreements relating to the subject matter of this PO. DTI shall be entitled to cancel, vary or withdraw this PO prior to the unconditional acceptance of this PO by Vendor. Vendor shall abide by the additional terms, if any captured in an agreement between the Vendor and DTI pertaining to the Products .

2. PRICE, INVOICE AND PAYMENT Where customarily required, DTI shall pay and Vendor shall accept a deposit of an amount to be agreed in writing by way of Cheque/NEFT. The Products supplied under this PO must not be invoiced at a higher price than shown on the face of this PO without the written consent of DTI. Unless otherwise instructed by DTI in writing, Vendor will invoice DTI upon the delivery and the written acceptance of the Products by DTI. The invoice must itemise all charges including but not limited to transportation charges and insurance charges and taxes separately, if applicable. If the price is omitted from this PO, the price shall be the lowest prevailing market price. No charge will be allowed for packing, labelling, commissions, customs duties, storage, crating, or express handling unless indicated on this PO. All amounts payable by DTI under this PO shall be subject to deduction, counterclaim or set off by DTI, whether arising out of this PO or any other transaction with Vendor or any of its related corporations.

DTI shall process payment within thirty (30) days of receipt of the invoice, subject to submission of undisputed & accurate invoice, relevant and correct supporting documents (Challan, PO, DC etc) by the Vendor to DTI. –Progress billing and deposit requirements shall be submitted by Vendor subject to the following:

- (a) All payments will be made in accordance with the laws of India
- (b) All invoices must reflect the purchase order number failing which such invoices will be rejected and returned to Vendor and DTI shall have no liability or responsibility for making any such payment until a proper and corrected invoice is received by DTI, in which case the thirty (30) days payment term shall run from the date of the receipt of such proper and corrected invoice.
- (c) It is hereby clarified and agreed by and between the Parties that due to implementation of Products and Service Tax (hereinafter referred to as "GST"), if there are any benefits / cost reduction accruing to the Vendor, due to reduction in tax rates and / or increase in the admissible input tax credit, then the same should be passed on by the Vendor to the DTI by way of reduction in the charges payable under this Agreement selling price. The Vendor shall issue a valid tax invoice for any taxable supply/ service in accordance with the GST legislation on the DTI. In the event if an adjustment arises in connection with a supply/ service supply made under the Agreement, the Vendor must shall issue on the DTI a credit note / debit note in accordance with the GST legislation. Further, the Vendor shall fulfill all the compliance requirements within the time limits specified under the GST legislation. In case of violation / breach / non-compliance of any of the GST provisions by the Vendor which will have an impact on the benefits accruing to the DTI under GST, then in such case the DTI will have all the right to recover such amount of benefits from the Vendor along with applicable interest and penalty.

3. TAXATION & SEZ BENEFITS:

- a) All Products and service tax (GST), or service tax or value added tax chargeable by law on any payment due under this Agreement shall be borne by DTI. All other taxes (including withholding tax under income tax laws or any other law), duties, assessments, octroi, levies and charges shall be borne by Vendor. Octroi will be paid by vendor on behalf of DTI and the same will be reimbursed by DTI at actual along with invoice subject to providing relevant supporting (octroi receipt) In the event that any withholding taxes are imposed by any government on any payments due under this Agreement, Vendor shall bear all such withholding taxes and DTI shall deduct such taxes from payments due to Vendor and forward the balance to Vendor without any obligation to gross up such payment or pay Vendor any amount so withheld.
- b) The Vendor acknowledges that as per the SEZ acts and policy, as amended from time to time and other relevant tax statutes (hereinafter mentioned as SEZ and Tax Laws), a SEZ unit has certain exemptions from paying taxes.
- c) For any other supply, DBS Technology Services India Private Limited may seek a refund, as per the applicable guidelines, if any. The Vendor understand that it is the Vendor's obligation to acquaint itself with respect to exemptions or relief available to DBS Technology Services India Private Limited under the applicable SEZ and Tax Laws.
- d) The Vendor may choose to seek a clarification from DBS Technology Services India Private Limited before start of services or before raising its first invoice. The Vendor acknowledges that DBS Technology Services India Private Limited shall not be required to make payments against exempted taxes. However, where DBS Technology Services India Private Limited is not so exempt, DBS Technology Services India Private Limited will pay the taxes to the extent applicable to DBS Technology Services India Private Limited and shall have the discretion to seek refund from the Authorities against such paid taxes.
- e) All invoices / bills shall carry DBS Technology Services India Private Limited **SEZ Letter of Approval Number (as per Page No.2 of this PO)** and also mention **"Supply to SEZ unit for authorised operations under Letter of Undertaking without payment of IGST"** giving reference no & date of vendor's LUT letter, failing which Vendor shall be responsible to pay all taxes. In the event DBS Technology Services India Private Limited is eligible to seek exemptions or refunds with respect to taxes as per applicable laws, the Vendor shall provide all necessary help and support, including but not limited to providing necessary documents and any other related/supplemental documentation, in order to help DBS Technology Services India Private Limited to avail such, exemptions and refunds. All invoices/bills shall be billed to DTI registered office and shipped to DTI office location to which the supply is made for claiming maximum tax benefit.
- f) In case of a works contract, the Company shall deduct WCT TDS (**if applicable**) at the applicable rate at on the amount paid unless a Nil withholding certificate in relevant form is furnished before disbursal of such payment as may be applicable.
- g) The Vendor shall mandatorily mention their GSTIN details on the invoice and ensure compliance as per the GST laws.
- h) The Vendor shall ensure all necessary compliances related to transactions including disclosure & capturing of details of supply to DTI in the statutory returns are complied with, from time to time Monthly, Quarterly, or Annually as prescribed and uploaded/filed on the GST portal/network. In case there is any default, mismatch or delay of the return or compliance, the Vendor shall indemnify DTI for such damage, loss of tax, credit, interest, or penalty if any.

4. CONFIDENTIALITY AND NON-DISCLOSURE

- a) Any information or data furnished by DTI to Vendor under the PO in the form of all financial, marketing, sales, technical, operational, commercial, and human resource information, and all trade secrets, business plans, projects, financial and/or contractual arrangements, forecasts, accounting and tax records, strategies, models, Products information, processes, formulas, specifications, requirements, designs, drawings, reprints, equipment, prototypes, forecasts, schedules, plans, processes, know-how, Products or service information, pricing, DTI' and its related corporations', their customer, or client or vendor information, all financial and account information and data of and /or belonging to such clients, and customers and vendors, technical, operational, business or proprietary information, or other information which DTI designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, shall be deemed DTI Confidential Information ("DTI Confidential Information"), and shall remain DTIs' property, be kept confidential. DTI Confidential Information shall, and at DTI' request, be promptly destroyed or returned to DTI with the exception of a copy that may be retained by the Vendor in keeping with statutory record retention requirements and so long as the information continues to be treated as confidential. Unless required by law, Vendor shall not disclose, without DTIs' written permission, any DTI Confidential Information to any person except its employees on a strict "need to know" basis provided that it shall procure that such employees are made aware of and are bound by the confidentiality obligations hereunder, nor shall Vendor use the DTI Confidential Information for any purpose other than for performing this PO. Insofar as Vendor may come into contact with any of DTIs' or its related corporation's information's, their customer or client information during the performance of this PO, Vendor undertakes to comply strictly with the statutory and common law requirements on banking secrecy , data privacy and confidentiality requirements in India, and to take all steps to maintain the strict confidentiality of such information indefinitely. The obligations under this clause shall survive cancellation, termination, or completion of the
- b) . The Vendor hereby specifically agrees to indemnify and keep DTI fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this undertaking by the Vendor and/or its Facility Staff and shall immediately reimburse, pay to DTI on demand all damages, loss, cost, expenses or any charges that DTI may be required to suffer, pay or incur in connection therewith.
- c) The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Agreement.
- d) The Vendor hereby unconditionally agrees and undertakes that it shall not and ensures that its Facility Staff shall not (if the Facility Staff come to know by any means the terms of this Agreement) disclose or publish the existence or the terms or conditions of this Agreement or if any information relating to DTI's business which they may come across in the normal course of performing their duties whilst on DTI's premises to any third party unless such disclosure or publication is strictly required

by law. The Vendor shall without prejudice to its Obligations herein indemnify DTI for any loss, damage or injury caused to DTI from any disclosure or publication.

5. WARRANTIES Vendor expressly warrants that: (a) it is authorised to enter into this PO and perform the obligations hereunder; (b) all Products provided under this PO shall be merchantable, free from defects in material and workmanship, of the highest quality, and shall conform to all applicable specifications and standards of DTI; (c) the Products shall be fit for such particular purposes that DTI intends to use them for; (d) all Products supplied under this PO are wholly new, unused and contain new components and parts throughout and that Vendor has good and warrantable title to the Products free and clear of all liens and other encumbrances; and (e) any services supplied under this PO shall be performed by adequate, skilled, competent and qualified persons in a proper and professional manner. Vendor shall indemnify and hold DTI harmless for all damages, losses, costs and liabilities arising out of or in connection with any breach of the warranties in this clause 4. In addition to the warranties above, Vendor shall extend all warranties it receives from its suppliers to DTI and DTI' related corporations, affiliates, agents, customers, and other vendors, and Vendor shall not do or omit to do anything which may void any such warranties.. Breach of the warranties in this provision, or any other term of this PO, shall entitle DTI to all available rights and remedies under this PO and at law.

6. TERMINATION DTI may terminate all or any part of this PO at any time for convenience upon written notice to Vendor. Late deliveries, deliveries of Products which are defective or which do not conform with this PO, failure to perform as agreed, and failure to provide reasonable assurances of future performance upon request, shall all be reasons allowing DTI to terminate this PO for cause forthwith by notice in writing to Vendor. In such event of termination for cause Vendor shall be liable for any and all damages, losses, expenses and costs due to Vendor's breach or default. Neither party will be liable to the other party for any delay or failure to perform if that delay or failure results from an unforeseeable event or cause beyond such party's reasonable control which affects the general public in the city or country of performance and frustrates the performance of such party's obligations under this PO without fault or negligence of such party, including but not limited to acts of God, interference by civil or military authority, riots, civil disturbance, terrorist activity, wars, strikes, fires, floods, epidemic, national or widespread health quarantine, or other catastrophes, except that DTI may terminate all or any portion of this PO without liability to Vendor if such delay or failure to perform by Vendor or on behalf of Vendor extends beyond thirty (30) days of DTI' requested delivery date.

7. DAMAGES By accepting this PO, Vendor agrees to provide the services and /or deliver the Products as per timelines mentioned or mutually agreed between Vendor and DTI, failing which DTI may impose damages as per what is mentioned in the PO. The amount of damages will be on the basis of the damage and the value of contract.

8. INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY INDEMNITY Each party retains all rights, title and interest in and to its intellectual property which subsisted before acceptance of a PO or comes into being independently of a PO. Each party may use resources or materials in which the other party holds intellectual property rights during the term of a PO, solely as necessary to exercise its rights or perform its obligations under that PO. Save as specified in these terms and conditions, nothing else shall be construed as implicitly conferring any intellectual property rights from one party to the other. Vendor agrees that DBS owns all rights, title and interest in and to intellectual property rights created or developed during the course of the PO, including enhancements, modifications, or derivative works of materials in which either party owns the intellectual property rights. The Vendor warrants, represents and undertakes that: (a) the Productss do not infringe any intellectual property rights or other rights of any third party; (b) resources or materials used or supplied by the Vendor under this PO will not infringe any intellectual property rights or other rights of any third party; and (c) it will not do, or omit to do, anything that causes DBS to infringe any intellectual property rights or other rights of any third party ("IP Covenants"). By accepting this PO, Vendor agrees to indemnify and hold harmless DTI against all actions, claims, damages, losses, liabilities, costs (including legal costs on an indemnity basis) and expenses, suffered or incurred by DTI, its related corporations, affiliates, agents, customers, or other vendors as a result of or in connection with an infringement claim of copyright, trade mark, patent, design, layout-design, proprietary information or other intellectual property rights or other rights in respect of Products resources or materials furnished under this PO or its breach of any IP Covenant ("IP Claim"). Vendor agrees that it will, upon request of DTI and at Vendor's own expense, defend or assist in the defence of any Claim which may be brought against DTI or its related corporations, affiliates, agents, customers, or other vendors arising from or in relation to Productss supplied under the PO. DTI agrees to notify Vendor promptly upon receipt of notice of such IP Claim.

9. DTI DESIGNS If any Products , tools or materials supplied under this PO are rightfully rejected, returned to Vendor or not purchased by DTI, and such Products , tools or materials utilise DTI' name, trademarks, trade names, insignia, symbols, or decorative designs ("DTI Designs"), Vendor shall remove such DTI Designs prior to any sale, use or disposition thereof. Vendor shall not use the DTI Designs, including all adaptations and variations thereof and amendments thereto, for any purpose other than as permitted under this PO, and any permitted use shall be in strict conformity with the manner of use specified by DTI in writing.

10. MATERIALS AND EQUIPMENT All tools, equipment, models, drawings, documents, reports or other materials paid for or furnished by DTI for the purpose of this PO shall be and remain the sole property of DTI. Vendor shall safeguard all such property while it is in Vendor's custody or control, be liable for any loss or damage to such property, at DTI' option procure adequate insurance, use it only for DTI orders, and return it to DTI upon request. Any such property described above whether furnished or ordered by DTI and which may be in an unfinished state may be removed by DTI from Vendor's premises or the premises of subcontractors upon request without further action or bond. In the event that DTI removes such property that is not finished, DTI will pay Vendor a percentage of the order price that corresponds to the percentage of completion. Vendor agrees to waive and hereby does waive any lien it may have in regard to such property and shall procure its subcontractors to do the same.

11. INDEMNIFICATION Vendor shall defend, indemnify and hold DTI harmless against all damages, losses, actions, claims, liabilities, costs (including legal costs on an indemnity basis) and expenses arising out of or resulting in any way from the Products purchased under this PO, or from any act or omission of Vendor, its agents, employees, suppliers or subcontractors. This indemnification shall be in addition to all other obligations of Vendor under this PO. Vendor shall defend, indemnify and hold DTI harmless against any claim arising from the Vendor's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulation including the GST law.

12. CHANGES DTI shall have the right to make changes in this PO at any time for its convenience upon written notice to Vendor. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and unavoidable costs incurred by the Vendor prior to notice of the change. Any claim of Vendor for an adjustment must be submitted in writing to DTI within thirty (30) days of the DTI change notice.

13. AUDIT AND INSPECTION DTI and its agents, shall have the right, upon reasonable notice and during Vendor's normal business hours, to audit and inspect the books and records of Vendor relevant to this PO and any facility and equipment of Vendor used in the performance of this PO. Products purchased under this PO are subject to DTI's inspection and written acceptance counter-signed by the authorised representative of DTI. Any payment for the Products delivered shall not constitute acceptance of such Products by DTI. Products rejected for non-conformance with this PO and/or are supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to DTI's other rights, be returned to Vendor at Vendor's expense, including all expenses of unpacking, examining, repacking and reshipping such Products. If DTI receives Products with defects or non-conformities, whether latent or apparent on inspection, DTI reserves the right to require a refund or replacement, as well as the right to recover transportation costs and damages. Nothing contained in this PO shall relieve Vendor from the obligations of testing, inspection and quality control, nor prejudice any right or remedy of DTI in respect of any defect or non-conformity in any Products.

14. PACKING, DELIVERY AND SHIPMENT All Products shall be packed and shipped in accordance with the instructions and specifications set forth in this PO. In the absence of any such instructions, Vendor shall comply with best commercial practice to ensure safe arrival at destination at the lowest transportation cost. **TIME IS OF THE ESSENCE UNDER THIS PO.** If, in order to comply with DTI's specified delivery date, it becomes necessary for Vendor to ship by a more expensive method than specified in this PO, Vendor shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been proven to be caused by DTI. If Products are not delivered or provided by the date specified, without prejudice to any other rights and remedies that DTI may have under law or contract including any liquidated damages, DTI may terminate, without liability, this PO as to items not yet shipped or services not yet rendered, by written notice effective upon delivery to Vendor, and Vendor shall refund in full any deposit(s) paid by DTI to the Vendor. In such instance, DTI may purchase substitute items or services elsewhere and charge Vendor with any loss incurred.

15. INSURANCE If this PO includes services or work to be performed on DTI's premises, Vendor agrees to indemnify DTI from all loss, damage, actions, claims, liabilities, costs (including legal costs on an indemnity basis) or expenses arising out of such work, and further agrees to observe the highest safety standards, to adhere to all DTI work rules, safety standards and security requirements, to maintain insurance in accordance with this clause, and to furnish evidence of such insurance at DTI's request. All items of work whether material and/or labour, will require full replacement value insurance, inclusive of general liability insurance with the amount appropriate with the value of the PO. The insurance coverage should be all risk including riot, strike, fire, flood and malicious damage. Shipping insurance from abroad shall include airfreight replacement cost. Vendor shall in respect of services supplied under this PO, maintain insurance policies for public liability, workmen's compensation and contractors all risk for the duration of the services, and shall furnish evidence of such insurance at DTI's request.

16. COMPLIANCE WITH LAWS Vendor warrants that: (a) it has obtained and will maintain all regulatory, contractual and other licenses, permits and approval which may be required to make supplies of Products / services to DTI and perform the obligations under this PO; and (b) all Products / services supplied pursuant to this PO will be produced and supplied in compliance with all applicable laws, rules and regulations, including any applicable export law restrictions. Vendor shall indemnify and hold harmless DTI against all actions, claims, liabilities, penalties, damages, losses, costs (including legal costs on an indemnity basis) and expenses suffered or incurred by DTI as a result of Vendor's non-compliance with this clause.

17. GOVERNING LAW This PO and all matters arising out of or in connection thereto shall be governed by and construed in accordance with the laws of India.

18. RIGHT OF THIRD PARTIES Unless expressly stated no party other than DTI and Vendor shall be entitled to enforce the terms of this PO, and any law purporting to grant such rights to third parties shall be excluded to the furthest extent permissible.

19. DISPUTE RESOLUTION Any dispute or claim arising out of or in connection with this PO, including any question regarding its existence, validity or termination ("**Claim**"), shall be resolved through friendly negotiation between DTI and Vendor. If the Claim cannot be resolved by negotiations within [15] days from the date of first notice of such Claim by one party, either party shall be entitled to commence legal proceedings, and for this purpose the parties hereby submit to the exclusive jurisdiction of the courts of Hyderabad in India. But this shall not limit DTI's right to refer any claim against the Vendor to any other court of competent jurisdiction outside India.

20. GENERAL Except as expressly set forth in this PO, this PO can only be modified in writing signed by authorised representatives of both parties. Vendor shall not make any reference to DTI in any literature or promotional materials or in any other promotional activity without the prior written consent of DTI (such consent not to be unreasonably withheld).

21. NON-PERFORMANCE OF OBLIGATIONS. The Vendor shall immediately notify DTI in writing of the occurrence of any event which may result in or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of its own staff or other impediment or disruption in the due performance of the obligations of the Vendor under this PO. The Vendor also agrees to submit a full written report of the events forthwith upon request by DTI. DTI agrees that in the event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then the DTI may at its sole discretion terminate this PO forthwith. Notwithstanding what is stated hereinabove in case of breach of any of the terms of this PO by the Vendor, DTI shall be entitled to terminate this Agreement immediately without giving any written notice to the Vendor for the same.

22. INSOLVENCY OF VENDOR Without prejudice to any other rights or remedies DTI may have, if Vendor becomes insolvent or bankrupt, or has a receiver and/or manager appointed over it or any part of its undertaking or assets, or becomes subject to a judicial management order, or enters into any composition or arrangement with or otherwise makes an assignment for the benefit of, its creditors, or ceases or threaten to cease to carry on business, or has distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from last date of such levy, or admits in writing its inability to pay its debts as they mature or if a petition of any type be filed by or against Vendor under any bankruptcy, insolvency or other law for relief of debtors, DTI in each and every such event may upon written notice to Vendor, forthwith terminate this PO in whole or in part without any liability whatsoever to Vendor.

23. NO SUBCONTRACTING OR ASSIGNMENT No subcontract, assignment or other transfer in whole or in part of this PO or of any monies due to or become due hereunder shall be binding upon DTI unless DTI's prior written consent is granted. Without prejudice to the foregoing, the Vendor shall remain liable and responsible for the proper performance of this PO, and any act or omission of, or breach or non-compliance by its sub-contractors shall be deemed to be the act, omission, breach or non-compliance of the Vendor. DTI shall be entitled to transfer or assign all or any part of its rights and obligations under this PO to any of its related corporations or any entity that it merges, consolidates or amalgamates with or to which it transfers all or substantially all of its assets, and will notify the Vendor in writing of such assignment.

24. WAIVER Failure or delay on the part of DTI to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any other subject, right, power or privilege. Any waiver by DTI shall be made in writing and signed by an authorised representative of DTI.

25. SEVERANCE If any provision herein is found by a court of competent jurisdiction to be void or unenforceable, the said provision shall be modified as necessary to conform to such laws or, if such modification would destroy the intent of the parties, the said provision shall be severed from this PO and this PO shall be interpreted without reference thereto.

26. NOTICE Any notice required under this PO shall be in writing and shall be deemed to have been received if correctly addressed and (a) if the notice is delivered by hand and received by the other party; (b) three (5) days from the date of posting if sent by postage paid mail or by speed post, courier; or (c) upon receipt of a confirmation message or answer-back code from the receiver if sent by facsimile.

27. NO IMPROPER PAYMENTS

- a) Vendor acknowledges that DTI does not authorize, condone or approve of Improper Payments, and Vendor's breach of its undertaking hereunder may cause DTI to incur court or government fines, regulatory sanctions and other financial claims and penalties. Vendor undertakes in the performance of its obligations under this Agreement that Vendor, Vendor's officers, directors, employees, representatives, sub-contractors or agents will not, and shall refuse to, promise, make or offer to make any Improper Payments to any officer, employee, agent or fiduciary of any third party or DTI, or to any Public Official, in connection with this Agreement or the provision of services hereunder. Vendor shall not comply with any instructions (including instructions purportedly from DTI) to violate the foregoing obligation, and shall procure the same of its officers, directors, employees, representatives, sub-contractors or agents. DTI may but is not obliged to issue to Vendor from time to time DTI's further requirements and guidelines on Vendor regarding Improper Payments, and Vendor shall comply with the same in relation to this Agreement. Vendor warrants that it has not made any unethical or illegal payments to any person or entity in order to obtain or retain business or to secure an improper commercial advantage under or in respect of this PO. DTI shall be entitled to audit Vendors compliance with or investigate Vendor's breach of its undertaking on Improper Payment at any time during the term of this Agreement. Vendor shall render, and shall procure that Vendor's officers, directors, employees, representatives, sub-contractors or agents render full cooperation to and provide full access to all relevant information to DTI's representatives in any such audit or investigation.
- b) Vendor shall notify DTI in writing if Vendor suspects, is notified of or otherwise becomes aware of any breach of Vendor's undertaking on Improper Payments; or any solicitation, request or direction to Vendor to commit such breach, including by person(s) acting or purporting to act for DTI. Vendor shall further maintain all relevant documents and records relating to the same and may not destroy such documents or records without the written consent of DTI.

- c) In the event of breach of Vendor's undertaking on Improper Payments, (i) DTI shall at its discretion terminate this Agreement and/or any works hereunder for breach, or in the alternative require Vendor to take such necessary remedial action as DTI regards as reasonable in the circumstances, including but not limited to the removal of officers, directors, employees or agents from involvement in this Agreement and/or specific works hereunder; (ii) to the extent permissible by law, Vendor shall render all cooperation and provide full access to all relevant information, documents and/or records to DTI in any legal, regulatory or governmental action against DTI arising from Vendor's breach; and (iii) Vendor shall indemnify DTI for any court or government fines, regulatory sanctions and any other financial claims and penalties that DTI incurs or is otherwise imposed on DTI as a result of Vendor's breach of its undertaking on Improper Payments.
- d) Clauses 26(c), 26(c) (ii) and 26(c)(iii) shall survive the expiry or termination of this Agreement.
- e) For the purposes of this Clause 26, the following terms shall have the meaning so ascribed:

"DTI" shall include such other DTI entities which Vendor undertakes to perform obligations for pursuant to this PO, provided that DTI's right to terminate the Agreement shall vest solely in **DBS Technology Services India Private Limited**.

"Improper Payments" means the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of the UK Bribery Act 2010 and/or applicable anti-corruption laws and regulations.

"Public Official" means any individual who holds a legislative, administrative or judicial position of any nature in a country or territory; exercises a public function for or on behalf of a country or territory or public agency or public enterprise of such country or territory; or is an official, member, servant or agent of an organization which comprises wholly or a mixture of countries or territories and/or governments

28. SUSTAINABLE SOURCING

- a) Vendor acknowledges that DTI conducts its business based on a set of principles, values and guidelines for action and behaviour regarding people and the environment (including clients, employees, communities impacted by DTI's business activities, and shareholders) (collectively the "Principles"). The Principles include those in Annexure III (the "Sustainable Sourcing Principles"), a general framework of fundamental principles to which DTI adheres and sanctions or environmental legislation in force in the countries which DTI operates.
- b) Vendor warrants that:
 - i. It conducts and will conduct its business in a manner that is consistent with the Sustainable Sourcing Principles in Annexure I and any updated Sustainable Sourcing Principles provided by DBS from time to time;
 - ii. The Vendor complies and will comply with all applicable Laws relating to ethical and responsible standards of behaviour, including those dealing with human rights (including human trafficking, slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption, including any Laws implementing the Principles (the "Rules").

DTI may, in its sole discretion, immediately terminate this Agreement, without prejudice to any rights which may have accrued to DTI at termination, if the Vendor is alleged or is found to have been in violation of the Rules or the Principles.

29. NO AUTHORITY TO BIND: The Vendor provides the Products to DTI as an independent contractor and is not and shall not be taken to be in partnership or in a joint venture with DTI or an employee, servant or agent of DTI. Neither party shall have the authority to bind or commit or purport to bind or commit the other party in any way or pledge the credit of the other party for any purpose.

Accepted by:

Name:

Title:

For and on behalf of

Name of Vendor: _____

Company Stamp

Annexure I
In relation to Clause 9 (Sustainable Sourcing)
DBS SUSTAINABLE SOURCING PRINCIPLES (SSP)
(First Published 2015)
(Updated May 2024)

Introduction:

The DBS Sustainable Sourcing Principles (“SSP”) sets out the foundational principles and standards of conduct that all Suppliers and Partners engaging with DBS must adhere to as part of our contractual terms. They are essential to our business operations, guiding our interactions with customers, business associates, stakeholders and within our organisation. The SSP aims to promote consistent standards of behaviour and drive commitment to ethical and sustainable practices throughout our supply chain, reflecting our core values and guiding our collective efforts towards positive impact.

Purpose:

The SSP outlines our expectations for suppliers and serves as a guide for them to align their operations with our standards.

Scope and Application:

Our SSP applies to our Suppliers worldwide. Suppliers are encouraged to share DBS’ Sustainable Sourcing Principles with their next-tier suppliers and business partners for better alignment with our commitment to responsible practices across the entire supply chain.

International Standards:

These principles have been drawn from the standards and values set by the following leading international standards and frameworks:

- The Ten Principles of the United Nations Global Compact
- The UN Guiding Principles on Business and Human Rights

Contact and Clarification:

Suppliers requiring clarification on any part of the SSP should contact their local DBS Group Procurement Representative in the first instance.

The Sustainable Sourcing Principles cover four main categories:

1) Human Rights

1.1) DBS’ Suppliers are to work to support and respect the protection of human rights in accordance with the UN Guiding Principles on Business and Human Rights, and to ensure they are not complicit, directly or indirectly, in any human rights abuses, including, without limitation, modern slavery such as human trafficking and forced labour.

1.2) Child labour shall not be used. Where there is no gazetted legislative age, the minimum age shall be 16 years. Workers aged 18 or below shall not be employed to work at night or in hazardous conditions.

1.3) DBS’ Suppliers are to prohibit the application of any form of inhumane treatment. Physical abuse, or the threat of physical abuse, sexual or other forms of harassment including verbal abuse and intimidation shall be strictly prohibited.

1.4) DBS’ Suppliers are to recognise and respect the rights of its employees to associate freely and to organise and bargain collectively, in accordance with the local laws in which they are employed.

1.5) DBS’ Suppliers are encouraged to promote diversity and inclusion. There shall not be any discrimination based on race, faith, gender, sexual orientation, age, marital status, disability or political affiliations.

1.6) DBS’ Suppliers are to uphold fair and equitable wage practices for their employees, in accordance with the local laws and regulations under which they are employed.

1.7) DBS’ Suppliers are encouraged to responsibly source for their materials and services by taking into account the social, economic, and environmental well-being of local communities.

1.8) DBS’ Suppliers are to take appropriate measures to address actual or potential adverse human rights impacts resulting from their products or services.

2) Health and Safety

2.1) DBS’ Suppliers are to adhere to all mandatory local health and safety regulations and standards, and to implement adequate precautions to protect the health and safety of their workers, in accordance with the nature of the industry.

2.2) DBS’ Suppliers are to regularly monitor and review their company’s health and safety performance, and to take appropriate corrective measures where necessary.

3) Environmental Sustainability

3.1) DBS’ Suppliers are to comply with local environmental laws and regulations, while implementing appropriate environmental programmes or policies to protect or enhance the environment and biodiversity.

3.2) DBS' Suppliers are to promote greater environmental responsibility and support the bank in the use of goods and services which help mitigate our environmental impact, as well as to better manage and utilise resources such as energy, wood-based products, water and waste.

3.3) DBS' Suppliers are encouraged to promote the development and distribution of environmentally friendly technologies.

3.4) DBS' Suppliers are encouraged to adopt a restorative or regenerative approach to the supply of products and services, to create a net zero or net positive impact on the environment and society.

4) Business Integrity and Ethics

4.1) DBS' Suppliers are to conduct themselves ethically and morally, respect local laws, and strictly prohibit bribery, corruption and financial crimes in any form, including money laundering. Suppliers are encouraged to report all suspected cases, actual breaches or concealment of any forbidden acts.

4.2) DBS' Suppliers are to take appropriate measures to address actual or potential social or environmental impacts resulting from their products and services.