

## Annexure 1 - Terms & Conditions of Purchase Order

1. The Supplier shall comply with all applicable laws, rules and regulations and confirms that it has (and shall maintain at all times during the term of the Purchase Order) all the necessary licenses, permissions, expertise, resources and infrastructure to provide the Goods/Services mentioned in this Purchase Order.
2. The Goods/Services shall conform in all respects with any specifications and other requirements or descriptions stated. All goods and materials supplied as part of the Purchase Order shall be of good quality and sound materials and workmanship and design, and shall be equal in all respects to the relevant samples or patterns provided by or accepted by M&G Global Services Private Limited ('M&G Global'). The services shall be delivered according to good industry standards and practices.
3. If any Supplier (or Sub-Contractor) staff, representative, agent, is permitted access on M&G Global premises they shall abide by M&G Global policies including without limitation Information Security policies. In such case the Supplier shall ensure appropriate staff vetting of such persons, ensure no damage to property (M&G Global building & premises), nuisance etc. is created. Any damage to property caused by the persons mentioned above shall be responsibility of Supplier and Supplier shall pay/reimburse the said damages to M&G Global on demand.
4. Time of delivery shall be of the essence and delayed delivery can lead to cancellation of order with full refund of advance payment (if any). Such advances shall be returned within 2 business days of written request failing which interest at 12% p.a. shall be levied.
5. In the event a candidate employed by M&G Global cease to be in employment within 3 months from joining date and an agreed consideration was paid by M&G Global to Supplier for recruitment of such candidate, then the Supplier shall be obliged to provide a suitable replacement(s) (at no additional cost) within one month from date of intimation by M&G Global to the Supplier for an equivalent consideration. Upon failure on the part of Supplier to find a suitable replacement(s), M&G Global at its discretion shall either raise a Debit Note on the Supplier or demand for a refund of the entire consideration amount paid and Supplier agrees to comply with the same. *[This clause shall apply only in case of Supplier providing manpower recruitment service.]*
6. Except for the amounts mentioned in the Purchase Order, M&G Global shall not be liable for any other amounts whatsoever.
7. Advance payment, if any, shall be at M&G Global discretion be made against appropriate Bank Guarantee to be provided by the Supplier.
8. Payment shall be made subject to (i) receipt of correct and detailed invoice with clear tax, charges and item wise break up and (ii) supporting documents required by M&G Global.
9. The Supplier shall not infringe the intellectual property of any third party. If the infringement or threatened infringement occurs, the Supplier shall take such steps at its own costs as are necessary to remedy the infringement including holding harmless and indemnifying M&G Global from third party claims.
10. The Supplier is not authorized to process Personal Data on behalf of M&G Global and Supplier shall be responsible for unauthorised access and processing of such Personal Data. Personal Data has the meaning as set out in the definition of "Personal Information" under the Information Technology (Reasonable Security Practices and Procedures And Sensitive Personal Data Or Information) Rules, 2011.

11. All Confidential Information related to M&G Global shall be treated by the Supplier, its employees, agents and subcontractors as confidential in perpetuity and shall not be used by the Supplier other than for providing the Services.
12. Supplier cannot terminate this Purchase Order without cause. M&G Global may terminate this Purchase Order on immediate basis without cause by providing the Supplier with prior written notice.
13. Supplier is and shall remain solely responsible and indemnify M&G Global (and keep indemnified M&G Global, its directors, employees and agents) on demand without demur against all Liabilities which may arise or likely to arise on account of any breach by Supplier of any of its obligations under this Purchase Order, in tort (including negligence) or any other legal theory which results or is likely to result in such Liability to M&G Global. The maximum aggregate Liabilities of M&G Global under this Agreement, in tort (including negligence) or any other legal theory shall not exceed the Purchase Order value of this Agreement. M&G Global shall not be liable to the Supplier for any indirect, special, consequential or punitive Liabilities.
14. Compliance with Anti-Bribery and Corruption Laws:  
In performing its duties and obligations under the Agreement, Supplier will (and shall procure that its officers, employees and sub-contractors will) comply with all applicable anti-bribery and anti-corruption laws (and related rules, regulation and guidance). In particular, Supplier hereby acknowledges and agrees:
  - i) to comply with The Prevention of Money – Laundering Act, 2002, The Prevention of Corruption Act, 1988, and any other anti-corruption laws that may come into force during the tenure of the Agreement, its related rules, regulation and guidance and amendments and/or modifications thereto from time to time;
  - ii) that it will ensure that its activities in connection or relating to its obligations under the agreement will not cause M&G Global to be in breach of any anti-bribery and anti-corruption laws, its related rules, regulation and guidance in India, the United Kingdom or elsewhere; and
  - iii) that it will ensure that it has and maintains throughout the term of the Agreement appropriate internal policies and procedures within its organization to prevent bribery and corruption activities by its workforce and other people under its control and such policies and procedures shall be made available to M&G Global on request.
15. Both Parties may execute this Purchase Order, as well as any modifications to it by electronic means and each of us may sign a different copy of the same document. Both Parties must agree in writing to modify this Purchase Order (including any Amendment).
16. In the event M&G Global and the Supplier has executed a separate Agreement for supply of these Goods and/or Services to M&G Global, then the Terms and Conditions mentioned under Annexure 1 & 2 of this Purchase Order shall cease to apply ab-initio.
17. Supplier is prohibited from sub-contracting unless agreed in writing by M&G Global. Supplier shall remain liable for all acts and omissions of the sub-contractor.
18. The purchase order shall be governed by laws of India and Mumbai courts shall have exclusive jurisdiction to entertain the disputes.
19. M&G Global will also withhold taxes as per the applicable rates under Income Tax Act 1961 & Rules therein.
20. We also confirm that the turnover of M&G Global in current financial year is more than Rs 10 crores. So at the time of payment or credit to Supplier we will deduct TDS@ 0.1% or as per applicable rate as per provisions of Sec 194Q of the Act, if applicable and also deposit the tax deducted at source as per due date applicable under this section.

## **Annexure 2- GST terms and conditions:**

Applicable with effect from 1st July 2017 as prescribed by Central Goods and Services Tax Act, 2017

1. Price/ fee quoted is exclusive of Goods and Services Tax ('GST') and other indirect taxes on the goods/services procured, as may be applicable and should be billed separately.
2. It is the responsibility of the Supplier to issue proper Tax invoice / documents which are in compliance with the applicable Indirect tax legislation (including GST) from timing as well as content perspective and also to enable M&G Global to fill in the details as required in the returns prescribed under necessary legislation including GST.
3. Supplier agrees that it will be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax / duty / amount / charge / liability arising either out of laws / regulations applicable in India and overseas or because of a demand / recovery initiated by any revenue authority under laws / regulations applicable in India or overseas.
4. Supplier agrees to notify M&G Global in writing within 10 days of such change in GST rate(s), applicability of reverse charge or exemption notification issued by the regulatory authority from time to time in respect of the services provided. Upon failure to notify, the Supplier shall indemnify/ reimburse M&G Global towards any cost, interest or penalty levied by or payable to, the Government or regulator.
5. In case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by M&G Global or input tax credit is denied to M&G Global due to failure of the Supplier to comply with the relevant laws/ regulations applicable in India or overseas, Supplier undertakes to indemnify M&G Global or its Group Companies for an amount equal to an amount payable by M&G Global.
6. All invoices should be sent to M&G Global promptly within 5 days from the date of invoice. However, it is clarified that time for payment of invoice shall only start from date of receipt of correct invoice.
7. Supplier would be required to issue valid tax invoice (as per the prescribed GST requirements) and other documents as may be required.
8. At the time of payment of advance, the Supplier would raise and issue an advance receipt note or other document thereof, capturing all details required on returns.
9. GST related details mentioned on the invoice should correspond with the GST related details mentioned on the supplementary annexure provided along with the purchase order / Agreement.
10. In case the Supplier does not mention HSN/ SAC code of goods/ services or mentions the erroneous code, the same if prescribed by M&G Global will be accepted and used by the Supplier.
11. The HSN/ SAC of the Goods/ Services and Place of Supply should be finalized by the Supplier before issuance of Purchase Order or execution of contract and the same should match with the invoice for such supply.
12. M&G Global will deduct appropriate taxes if prescribed by the GST legislation.
13. In the event, the Supplier opts to avail the composition scheme as provided u/s 10 of the Central Goods and Services Tax Act, 2017, tax should not be separately charged and recovered by the Supplier from M&G Global.

14. For the purpose of this Purchase order, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST') and any other taxes levied under the GST related legislations in India as may be applicable. The term 'GST legislation/s' should be accordingly interpreted.
15. Any loss suffered due to a failure in GST compliance on part of the Supplier, M&G Global reserves the right to adjust recovery to be made by it by adjusting it or withholding it from any amount deposited with M&G Global or any other amount payable by M&G Global to the Supplier (present or future) or a refund from the Supplier in case of a full and final payment already released.
16. E-way bill documentation and formalities if applicable to be complied by the Supplier.
17. E-invoicing and QR Code compliances if applicable to be complied by Service Provider, in case of failure on part of by Service Provider M&G Global reserve to recover any loss suffered on account of non-compliance by service Provider.