

Valet Service/License Agreement

This Valet Service/ License Agreement (“Agreement”) is made and executed on this 26th Day, of June, 2025 at Gurugram.

BY AND BETWEEN

Krisumi Corporation Private Limited, a private limited Company incorporated under the provisions of the Companies Act, 1956, having its Registered office at Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector -26, Gurugram, Haryana -122002 represented by its Authorized Signatory _____,

(hereinafter referred to as the “COMPANY which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assignees) of the **ONE PART**.

AND

Parviom Technologies Private Limited, a Company incorporated under the provisions of the Companies Act, 2013, having its registered office at B1/H3, Mohan Co-operative, Mathura Rd, Industrial Area, Block B, New Delhi, Delhi - 110044, represented by its Authorized Signatory Mr. Gaurav Giri, Authorised via Board Resolution dated 04.08.2021

(hereinafter referred to as “Service Provider” or “Park +”, which term shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **OTHER PART**.

The Company and Park+ shall hereinafter individually be referred to as Party and collectively as Parties.

WHEREAS:

- A. The Company is engaged in the business of construction and development of real estate projects in India. The Company seeks to engage an agency to digitise its valet services and other related services as set forth herein (hereinafter referred to as “Services”).
- B. Service Provider has represented that it has developed a technology platform available through a mobile application which enables an establishment to digitise their valet parking process and has successfully provided such services to various clients and has demonstrated the capability to license and implement the said technology for the benefit of the Company (“Application or Software”).
- C. Based on the representations provided by the Service Provider, the Company has expressed its interest in obtaining the license to use the Software from the Service Provider and the Service Provider agreed to grant such Software to the Company on terms and conditions set forth in this Agreement.



NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. GRANT OF LICENSE AND SCOPE OF SERVICES

- 1.1 The Service Provider hereby grants the Company a limited, non-exclusive, non-transferable, revocable license to access and use the Application/Software solely for the purposes of managing and digitising its valet parking operations at the designated location(s) during the Term of this Agreement.
- 1.2 The Company shall not assign, distribute, copy, modify, or otherwise commercially exploit the Application/Software without the prior written consent of the Service Provider. The Scope of work relating to grant of the Software to the Company by the Service Provider is detailed in Annexure 1 of this Agreement.
- 1.3 Standard Operating Procedure for valet operations are annexed herewith in Annexure - III. The Parties shall abide by the SOPs as mentioned in the Annexure – III for determination of liabilities and responsibilities of each party at the time of various incidences mentioned under the SOPs for better resolution of disputes.

2. OBLIGATIONS OF THE PARTIES

- 2.1 Subject to the terms of this Agreement, the Company has appointed Service Provider to provide Valet Parking Services to the Company's customers and visitors ("Users"). The Service Provider agreed to render their Services along with Valet Drivers and Valet Software System as per the terms agreed under this Agreement.
- 2.2 The service will be provided under the branding of the Service Provider. The User will see the Service Provider's brand. This includes (and not limited to):
 - 2.2.1 Parking attendant and drivers will wear Park + tshirts.
 - 2.2.2 The valet counter will have Park + branding.
- 2.3 The Service Provider shall obtain and maintain appropriate Comprehensive General Liability Insurance Cover. The Comprehensive Insurance Cover has to be mandatorily taken for each and every site. Park+ shall take a Comprehensive General Liability Insurance with claim limit upto Rs. 10,000/-/per incident and Rs 1,20,000/- in aggregate as required in respect of any error, omissions or negligent acts by the Service Provider in performance of Services under this Agreement. A copy of the insurance certificate of the said policy shall be made available to the Company upon execution of this Agreement.
- 2.4 Park + to ensure that the valet drivers will have a valid driving license and shall also share the valet's masked Aadhar Card with the Company for identification purposes and have undergone background verification including identity, criminal, and driving history checks prior to deployment and are physically and mentally fit to perform valet services.



- 2.5 The Company shall ensure the security of the Premises by deputing security guards at the Valet Pickup/Handover point, Parking Yard and the Exit Gates.
- 2.6 Park + App will clearly show the demarcated area/ location of the parking yard where the Valet will park the Customer's Car.
- 2.7 The Service Provider shall be liable for any traffic challan and/or parking challan issued during the transport of the vehicle and/or parked Vehicle by the Valet in the event the challan is issued due to negligence and/or reckless driving of the valet drivers.
- 2.8 The Company shall subject to prior written notice and reasonable verification, take appropriate steps to address any incidence of misbehaviour by a Customer towards the Valet driver. In the event such misbehavior results in bodily injury to the Valet during the course of providing valet services, the Company may, at its sole discretion and after due investigation, consider bearing reasonable medical expenses directly arising from such incident. The Company shall not be liable for any consequential, indirect, or punitive damages, and any obligation under this clause shall not arise unless the incident is reported promptly and substantiated with appropriate evidence.
- 2.9 The Company shall be responsible for security checks of every vehicle of the Users and Park + shall not be liable for any incidence and/or crime committed in connection to narcotics, explosives or any harmful substance present in the Car.
- 2.10 The Car shall have proper existing Insurance Cover against any Third-Party damage and Theft which shall be maintained by the Users.
- 2.11 Park+ shall not held liable for the items left in the car by the Users of the valet services.
- 2.12 The Customer shall be liable for any traffic challan and/or parking challan issued during the transport of the vehicle and/or parked Vehicle by the Valet, as the same is parked at the designated parking yard approved by the Company. Park+ will not be liable for any challans issued on the vehicle during the valet operations w.r.t to any restrictions or curbs issued by the central/state government on plying of vehicles under GRAP – IV or BSIII / IV Diesel / Petrol or any other locomotive restrictions of similar nature. The Service Provider shall be responsible for training all assigned Valet drivers and Company's representatives on the use of the Application/Software.
- 2.13 The Service Provider shall ensure complete data security is maintained for all the information and data provided by the Company to it pursuant to this Agreement, in compliance with the established industry standards for information security.



- 2.14 The Service Provider shall ensure the Software shall not contain or not to introduce any virus, bugs, malware or malicious code into Software and ensure that its software and services is devoid of the same and if identified, shall also be ensure promptly remedied as & when notified by the Company.
- 2.15 The Service Provider shall make available to the Company, at no additional cost, all general updates, and bug fixes to Software as and when they are made commercially available. Any major version upgrades or feature enhancements will be subject to mutual agreement.
- 2.16 The Service Provider shall assist the Company in configuring and customizing Software as per the requirements set out by the Company.
- 2.17 The Service Provider shall assign dedicated technical support managers to address Company's queries, issues, and support requests in a timely manner. Support shall include troubleshooting, resolving technical issues, answering queries, and providing assistance in utilizing Software features to their full potential.
- 2.18 The Service Provider shall comply with all applicable laws and regulations relating to service being provided/software, and information security, and obtain all approvals necessary for performance under this Agreement.
- 2.19 The Service Provider shall notify the Company in advance of any planned downtime or maintenance that may impact access to the Software.
- 2.20 The Service Provider shall ensure that all Valet Drivers conduct themselves courteously and professionally towards all Users and strictly refrain from any form of rude, aggressive, or inappropriate behavior.
- 2.21 The Service Provider shall train and ensure that all Valet Drivers adhere to the SOPs agreed under this Agreement, including those relating to vehicle handling, key management, safety, and parking protocols, shall use the Application/Software as directed, including logging parking details and uploading photographs of the vehicle at the time of parking and retrieval and shall immediately report any incident of damage, accident, or customer complaint to the designated Company representative.
- 2.22 The Service Provider shall ensure that the Valet Drivers shall not use the User's vehicle for any personal or unauthorized purpose or leave the vehicle unattended in an unsafe or unauthorized area, consume alcohol or drugs while on duty or report to work under the influence and/or solicit or accept tips in a manner that causes discomfort to the User.



3. TERM

- 3.1 This Agreement shall be validly in force for period of 2 months, from 26.06.2025 and ending on 25.08.2025, unless terminated earlier in accordance with the provision of this Agreement (“Term”).
- 3.2 This Agreement may be renewed not later than thirty (30) days prior to the expiry of the initial term started above by the mutual consent of the Parties hereto recorded in writing, upon mutually agreed terms and conditions for further periods as may be agreed by the Parties. In the event, that this Agreement is not renewed by the Parties, it shall be deemed to have expired on the expiry of the initial Term.
- 3.3 The Period for which the Agreement remains in force including periods for which it is renewed shall be referred to as ‘the Term’.

4. CONSIDERATION

- 4.1 In consideration of the Services rendered by Service Provider under this Agreement, the Company agrees to pay to the Service Provider mutually agreed Service Fee as mentioned under Annexure II attached herein.
- 4.2 The Service Fee includes all standard functionalities, access rights, updates, bug fixes, and basic support services. Any additional services, customizations, or integrations shall be subject to separate commercial terms.
- 4.3 In case any tax deduction at source (TDS) is required to be deducted from the Service Fee in terms of the applicable law, the Company shall be entitled to deduct the same and shall provide a TDS certificate in this respect to the Service Provider upon completion of necessary formalities and the same being made available to the Company.
- 4.4 The Service provider shall raise monthly invoices for the Service Fee as mentioned in Annexure II attached herein. The Company agrees to make the payment of said invoices within fifteen (15) days from the date of receipt of the Invoice. The parties agree that all payments shall be made to and in favour of “**Parviom Technologies Private Limited**” by an account payee cheque or pay slip or banker’s cheque or demand draft or by electronic transfer.
- 4.5 All the above payments shall be excluding the applicable taxes. The taxes shall be charged as per the applicable law.

5. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 5.1 Both the Parties hereby represent and undertakes as follows:
- a) They have obtained all the necessary licenses or permission required to execute this agreement.



- b) The persons signing this Agreement on behalf of either Party respectively represents that they have the authority to sign and execute this Agreement on behalf of the Party for whom they are signing.
- c) That, when executed and delivered, this Agreement will be binding on each Party and will be enforceable against it in accordance with its terms.
- d) The Service Provider represents that it has full power and authority to enter into this Agreement, it possesses all Intellectual Property Rights to grant the license to the Company under this Agreement, and that neither does the Software contain nor shall the Service Provider knowingly introduce any virus, malware or malicious code into Software that would disrupt the functioning of the Company's device, system, software or hardware or interrupt the Services sought to be provided.
- e) The Service Provider represents that the Software has been developed and is maintained by it, and possesses the technical and functional capabilities necessary to support the Company's business requirements and objectives

6. LOCKIN & TERMINATION

- 6.1 The parties agree that there shall be a lock-in period of 1.5 months from the effective date of the present agreement. Both the parties hereby agree to not to terminate the present agreement within the lock-in period.
- 6.2 Post the lock-in period the Agreement may be terminated by either Party upon a written notice of 30 days to the other Party if the other Party commits a breach of any of its obligations hereunder and fails to cure such breach within 30 days after receipt of notice of such breach or fails to reach an agreement with the non-breaching Party regarding the cure thereof within the said 30-day period.
- 6.3 In any other case, either Party can terminate this Agreement by giving a written termination notice of 30 days to the other Party
- 6.4 The Company may terminate this Agreement for cause with immediate effect by providing written notice if any of the following events occur:
 - a. The Service Provider fails to perform or breaches any material term of this Agreement;
 - b. Insolvency/bankruptcy proceedings are admitted against the Service Provider/or its promoters and an IRP is appointed in respect thereof;

7 INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 The Service Provider, hereby agrees to indemnify, hold harmless and defend the Company and its respective directors, officers and employees ("Indemnified Parties") from and against any and all claims, losses (including reasonable legal costs and expenses on a full indemnity basis), interest, damages,



penalties, , expenses or liabilities incurred or accrued by any of the aforementioned Indemnified Parties arising directly out of or in direct connection with:

- a) any breach, by the Service Provider of its duties, responsibilities or obligations under and during the term of this Agreement,
- b) any breach or violation of the applicable laws having an impact financial or otherwise on the Company.
- c) any representation made by the Service Provider under this Agreement being found to be untrue, inaccurate, misleading, or incomplete in any respect;
- d) any failure by the Service Provider to perform any of the warranties provided under this Agreement, including any technical, functional, or performance warranties relating to Software;

7.2 In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party) or loss of records or data, whether in an action based on contract, warranty, strict liabilities, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party.

7.3 The Maximum Liability of the Service Provider under this Agreement shall, in all cases, be limited to the claim limit applicable or suffered per event or occurrence Notwithstanding the foregoing, this limitation of liability shall not, under any circumstances, preclude or restrict the Company's right to initiate criminal proceedings against the Service Provider, nor shall it affect any other rights or remedies available to the Company under applicable law. Furthermore, the limitation of liability set forth in this Clause shall not apply in the event of a breach of Clause 8 (Confidentiality) or Clause 11 (Data Protection).

7.4 The Service Provider shall not held liable for the items left in the car by the customers/employees of Company.

8 CONFIDENTIALTY:

8.4 The Company and Service Provider shall each hold the Confidential Information of the other in trust and confidence and shall allow the disclosure or release thereof to any other person for the purpose allowed in this Agreement only on a need to know basis by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care. Upon termination of the Agreement, the Parties shall immediately stop using the other Party's Confidential Information and shall immediately either return the Confidential Information to the disclosing Party or destroy it, if allowed by the disclosing Party and provide a proof of destruction.

8.5 The term "**Confidential Information**" shall mean any and all information of confidential or proprietary nature and/or information treated by the disclosing Party as such (in every form and medium), which has been or is hereafter disclosed or made available by either Party (the "disclosing Party") to the other (the "receiving Party") in connection with the Agreement.



8.6 The obligations of confidentiality under this section will not apply to information that the receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of Agreement or other wrongful act by the receiving Party, (iii) has been received by it from a third party without restriction on disclosure and without breach of agreement by the receiving Party, or (iv) is independently developed by the receiving Party without regard to the Confidential Information of the disclosing Party. In addition, the receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities or required by applicable law, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to disclosure and assists, at disclosing Party's cost, in obtaining an order to protect the information from public disclosure.

8.7 The Parties expressly acknowledge and agree that the injured Party will be entitled to seek immediate injunctive and other equitable relief from a competent court, without waiving any other rights or remedies available under this Agreement. Either Party is obligated to inform the other Party immediately in writing of any breach or threatened breach of this Section.

9 INTELLECTUAL PROPERTY RIGHTS

9.4 Intellectual property and all other proprietary rights will have the broadest possible meaning for the purpose of this Agreement and include, without limitation, all patent rights, copyrights, trademarks, rights relating to the protection of trade secrets and confidential information, and any right similar to any of the foregoing.

9.2. The title and related rights in the content accessed through the Software (Software includes the Software shared with the client by the Company as "Product" in this agreement) is the sole property of the Service Provider. The title, ownership rights, and intellectual property rights in Software, including any modifications, improvements, updates, versions, etc. thereof is and shall remain solely vested with the Service Provider. Company acknowledges such ownership and intellectual property rights and agrees that it will not take any action to jeopardize, limit or interfere in any manner with Service Provider's ownership of or rights with respect to Software.

9.3 Company shall not use or allow any employee, agent or third party to use or exploit the Service Provider's trademarks or copyright or patent or design or any other intellectual property rights (including publicity material) without the prior written permission of the Service Provider.

9.4 No rights in or to the Services or Software installed are hereby granted or intended to be granted to the Company, except the limited right to use and access the Software as agreed to between the Parties in accordance with the provisions of this Agreement.



9.5 Subject to the rights expressly granted to the Company under this Agreement, Company shall not be entitled to make or cause to be made any additions, alterations, modifications, analyses, comments, observations, abstracts or extracts of, or copy, reproduce, in any manner whatsoever, to the Software provided under this Agreement.

10. INSURANCE

Service Provider shall procure and maintain Insurance for third party liability to provide from the claim resulting from damage to the property, bodily injury, including death of work men during valet operations that may arise form or in connection with the performance of the services as required under this agreement. All the certificates and endorsement of Insurance shall be furnished to the Company at the time of execution of this agreement.

11. DATA PROTECTION

The Service Provider shall Process (*defined in Annexure IV*) all Company Personal Data (*defined in Annexure IV*) received or handled pursuant to this Agreement, including in connection with the provision of the Software and Services, and the scope of work set out under this Agreement, in accordance with the terms of **Annexure IV** and the schedules annexed thereto. Such Processing by the Service Provider shall be undertaken solely for the sole purposes of meeting its obligations under this Agreement. The Company shall not be liable for any Processing of Personal Data (*defined in Annexure IV*) of a User undertaken by the Service Provider in its independent capacity, for purposes determined by the Service Provider, in accordance with its own privacy policy or notice (available at www.parkplus.io).

12. NOTICES

Any notices required or permitted to be given pursuant to this Agreement shall be in writing, sent via Registered Post with Acknowledgement Due to the addresses of the Parties as set forth below, or to such other address as may be specified from time to time in writing in accordance with the terms of this clause. The Parties agree that any legal notices, demands, claims and other communications, including communication by electronic record and e-mail, shall not be treated as valid or legally binding.

For Service Provider

Email id: legalteam@myparkplus.com

For Company

Email id [●]

13. GOVERNING LAW AND DISPUTE RESOLUTION:

13.1 This Agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall fall within the exclusive jurisdiction of the courts in Gurugram, India.



13.2 In the event of any dispute arising between the parties with respect to this Agreement, the same shall be tried to be amicably settled between the parties.

14. RELATIONSHIP BETWEEN THE PARTIES

14.1 The relationship between the Parties to this Agreement shall be on a principal-to –principal basis and nothing in this Agreement shall be construed so as to imply a relationship of agency, employment, partnership, joint venture or technical collaboration between both the Parties.

14.2 The Parties shall at all-time act hold themselves out as an independent entity beyond the purview of the Agreement and neither of them is granted any right or authority to assume or create, in any manner whatsoever, any obligation or responsibility for or on behalf of either of them, or otherwise to bind or to use either name other than as agreed in writing.

15. MISCELLANEOUS.

15.1 **Waiver:** No failure by a party to take any action with respect to a breach of this Agreement or a default by any other Party shall constitute a waiver of the former Part's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by a party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement. Any waiver of any provision of this Agreement shall be effective if, but only if, in writing and signed in person or by an authorized representative of each Party against whom enforcement of such waiver is sought.

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

15.3 **Assignment:** Except to the extent permitted under the Agreement, the right and obligations under this Agreement may not be assigned by any Party to any person or entity, without obtaining prior written consent from the other Parties. Any attempted assignment in contravention of this provision shall be void.

15.4 **Entire Agreement:** No oral agreement exists between the Parties. This Agreement, together with all annexures, schedules and attachments hereto, represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, written or oral, that the parties may have had.

15.5 **Amendments:** No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the respective and duly



authorized representatives of each of the Parties hereto and approved by the appropriate authorities of India, if required.

15.6 Counterparts: This Agreement may be executed in two counterparts, and by each Party on the same or different counterparts, but all of such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

<p>For and On Behalf of PARVIOM TECHNOLOGIES PRIVATE LIMITED</p> <p>.....</p> <p>Name: Gaurav Giri Designation: Head-Finance</p> 	<p>For and On Behalf of Company</p> <p><i>Gaurav Sethi</i></p> <p>.....</p> <p>Name: Gaurav Sethi Designation: President - Contracts + Procurement</p>
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ANNEXURE I

Locations & Service
SCOPE OF WORK AND SLA

Service Level	Resolution Time
Operational days per week	6 days
Minimum daily operations duration	8 hours
Customer support timings	All days, 09 AM - 09PM
Number of drivers per site	11 + 1 supervisor
Number of Parking slots per site	NA

Manpower

Evaluation

- Park+'s trained and deployed manpower come with an extensive evaluation process where post sourcing there is a round of screening followed by skill specific written evaluation
- Post passing through a scoring system on the written evaluation, drivers are shortlisted by the central sourcing manager and aligned for interviews in the respective cities.
- Face to face interviews to check for grooming and a driving test to check for skill specific performance is done. Evaluation for the same is done in terms of scoring system and all candidates performing above the threshold score are shortlisted for onboarding

Manpower training

- Shortlisted candidates are put through 2 days of extensive training on Park+ product and user experience management
- Post completing the training checklist for this 2 day program - Park+ POC (Area manager) approves the driver and moves him to bench - ready for deployment
- Site visit to active sites is done for all 'benched' drivers to get a hang of the entire Park+ valet journey in actual sense on ground. This is usually accompanied with a 'Buddy Program' to make sure that the driver is trained and polished in all respects of product, ground SOPs and user management
- Post 4-5 days of a successful buddy program the driver is deployed on site, whilst it is made sure that there is usually a 70-30 split between old and new drivers deployed on a site to marginalize any cases of mismatch on ground.
- Park+ trains the drivers on the SOP agreed for Company and ensures that the agreed process is followed.



ANNEXURE II

Commercials

Cost For Two Months						
S.No	Description	HSN/SAC	Quantity	Months	Price Per Month	Amount
a	b	c	d	e	f	g=d*e*f
1	Valet Driver Charges	996743	11	2	23000	5 06 000
2	Valet Supervisor	996743	1	2	25000	50 000
3	Damage Liability Cover	996743	1	2	10000	20 000
4	Management fee 8% (on S.No1 &2)	996743	1	2	22240	44 480
5	Valet Software and Notification Charges	996743	1	2	6000	12 000
Total						6 32 480

GST @ 18% Extra



Annexure – III- Valet SPOs Schedule

SCHEDULE A

Services Provided By Park Plus - VALET MANPOWER PLUS SLOTS

S. No.	INCIDENT/ CASE	PROCEDURE
1.	<u>External/Internal Damage to User Vehicle (In driving state and parked state)- Ground SOP</u>	<ol style="list-style-type: none">1. End user to give intimation of the damage while inside property during the delivery time of the said car. Car to be received by the user only post satisfaction on car state.2. Images of cars need to be checked on the application which were captured during the pickup of the car.3. In case of confirmed damage, tickets are raised by the supervisor of the site on the app/ by the user via the support option on Park+ B2C application.4. Park+ SPOC to connect with the user & streamline the communication process.5. Property administration to connect with the user & streamline the communication process as supported by Park+ SPOC.6. Property Administration to provide Park+ SPOC with clear CCTV footage of the Parking Yard7. In case of no valid insurance by the user, or no damage premium paid by the property, Park+ to take no liability and ownership to lie with the user as stated in Annexure 1B8. In case the car owner does not have any valid insurance by the user and also no damage premium is being paid by the Client, Park+ to take no liability for the incident.9. User given solution on 2 alternatives in case of damages caused to vehicle:<ol style="list-style-type: none">a) The user has an option to get his car repaired from the Park+ authorized service centre.b) The user has an option to get the car repaired using own insurance policy with Park+ reimbursing the file charges & NCB value of the insurance as per SLA in Schedule C.



	<ol style="list-style-type: none">10. In case, a repeated/clear request from the user to get the car repaired from OEM service centre of choice and no support by property administration to proceed, the user must submit 3 cost estimates from different service centres within 7 days. Park+ SPOC to validate the estimates and provide approval as per the Park+ internal regulations basis SLA timeline as stated in Schedule C. Once approval is received, the user can get the car repaired at their own expense.11. Park+ to reimburse the amount after receiving a valid Tax Invoice of repair items exceeding no more than the number approved in cost estimate, pictures of the car post repair, RC copy and cancelled cheque in line with timeline mentioned in SLA matrix in Annexure 1. Physical audit to be conducted by Park+ team before confirming the tax invoice submitted by the user with TAT as abovementioned.12. If the user misbehaves with the Park+ team/2nd Party involved in damage leading to operational blocker, property administration to intervene and manage the user. This may also lead to property administration/user owning the entire liability of the damage.13. If user persists to file an FIR, the property administration to intervene and manage the legalities and further process supported by Park+ team14. In case either of the parties tries to flee from the scene, the security team/property administration is liable to stop the said parties. In such scenario, property management will own the damage in entirety and Park+ will not be liable for the same15. Park+ SPOC to send a copy of the incident report inline with the SLA timeline as mentioned in Schedule E.16. Parking Service Provider to provide Park+ SPOC with clear CCTV footage of the Parking Yard. (Applicable in cases where the car was stationary)
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		<p>17. User to own the discussion further with the said visitor/party in case damage done by external party (other than Park+ Valet) (Applicable in cases where the car was stationary)</p> <p>18. Support to user to file FIR with necessary proof from CCTV/ground witness to be enabled by Park+ team. (Applicable in cases where the car was stationary)</p> <p>19. In case not proven as done by Park+ Valet, no damage liability to lie with Park+. Park+ to have no role to play in the entire process further. (Applicable in cases where the car was stationary).</p>
2.	<u>Outliers not covered by Park Plus</u>	<ol style="list-style-type: none"> 1. In case the user is intoxicated and creating operational issues. Park+ will not be liable to compensate for any claims. 2. If escalation by user post exiting the property then Park+ will not be liable to compensate for any claims. 3. No proof of the incident then Park+ will not be liable to compensate for any claims. Property/Parking yard not covered under CCTV surveillance then Park+ will not be liable to compensate for any claims. 4. Damages already present while picking up the vehicle, as captured on Park+ Valet Application then Park+ will not be liable to compensate for any claims. 5. Vehicle doesn't have valid insurance (3rd Party and Own Damage) as on date of the incident then Park+ will not be liable to compensate for any claims. 6. If the 2nd party/said person flees from the scene of the incident. Park+ will not be liable to compensate for any claims. 7. If the user fails to submit the cost estimate within 7 days from the reporting of the incident. 8. Property management to be responsible for security and safety of the involved parties and



		<p>assets, if not the case, all the liabilities to be owned by the property management.</p> <ol style="list-style-type: none"> 9. Natural calamity /Force majeure then Park+ will not be liable to compensate for any claims. 10. Service invoice pending as on date of incident then Park+ will not be liable to compensate for any claims. 11. No valid Parking agreement between Property Management and the client. Liability in this case to be entirely with the property owner/client 12. Security at External parking yard under 3rd Party purview as stated in agreement (Applicable in cases where the car was stationary). 13. No proof of the incident captured/ received in line with the Parking lot agreement with Property Administration (Applicable in cases where the car was stationary). 14. Damages already present while picking up the vehicle, as captured on the application (Applicable in cases where the car was stationary). 15. Any action by the Security Team of the Company resulting in suspension of the SOP or forcing the Valet Team to breach the SOP.
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SCHEDULE B

Services Provided By Park Plus - VALET MANPOWER OPERATIONS RESPONSIBILITY

S. No.	INCIDENT/ CASE	PROCEDURE
1.	<u>Vehicle Theft</u>	<ol style="list-style-type: none"> 1. Park+ SPOC to Inform the property administration and get the CCTV footage of the car. 2. Post the confirmation of theft, Park+ SPOC to raise an incident report via support form or Park+ Valet application.



3	Outliers/Not Covered (Park + not liable under these conditions)	<ol style="list-style-type: none"> 1. Property/Parking yard not covered under CCTV surveillance. 2. Cash, jewellery, or electronic accessories left in the vehicle by the user.
4	3rd Party Incident - Bodily Injury or Accidental Death – Ground SOP	<ol style="list-style-type: none"> 1. Ensure the safety of all the personnel involved in the accident and inform the Security 2. Get the First Aid done to stop the heavy blood flow of the personnel and inform the security admin and Park+ SPOC. 3. Property Management to call Ambulance, send the injured Person to Nearest Hospital and inform necessary authorities (local Police Station or Chowki) 4. <i>ERT matrix which includes but not limited to nearest to hospital, local authorities, police station along with escalation matrix of the property management to be shared by the property management team and needs to be updated every 3 months in case of any changes, if not shared, Park+ to hold no liability for the incident.</i> 5. Collect information of the accident, from the parties involved and the witnesses. 6. Valet driver to be detained at the property along with drivers license. Same to be owned by Security team at the Property 7. Park+ SPOC to support the administration to raise the FIR in the Police station & reporting necessary incident details. 8. In line with above, Park+ to support further action by Police authorities to file the case & car related data as captured on Park+ valet application. 9. Park+ to support FIR action & subsequent documentation to help file claims for impounded user vehicles in line with state norms/legalities
5	Outliers/Not Covered (Park+ not liable in these conditions)	<ol style="list-style-type: none"> 1. If the 3rd Party/injured personnel is intoxicated. (Only applicable in case of death).



8	Outliers/Not Covered – Park + Not liable under these conditions	<ol style="list-style-type: none"> 1. Challan informed me after 2 or more days of issuance. 2. Challan was registered at a time when the vehicle was not under the possession of Park + as ascertained by Park+ application. 3. Limited to offenses only as Wrong Parking, Overspeeding, One Way, Signal Jump, and No Seatbelt 4. No valid car insurance as on date of incident 5. No parking zone directed by Client/ Company.
9	Conflict between Park+ team member and User/Property administration Ground SOP	<ol style="list-style-type: none"> 1. Park+ SPOC to Inform the property administration and get the CCTV footage of the said place where the incident occurred. 2. Incase proven that Park+ team member initiated the conflict, Park+ team to connect with the user and take necessary remedial action to rectify the hampered experience. 3. Park+ to take legal action inline with SLA timelines mentioned in Annexure 1A as suitable inline with internal regulations. 4. Rectification action to replace any such responsible team member taken inline with SLA as mentioned in Annexure 1A. 5. Incase incident is initiated/triggered by the user (verbal or physical), property administration to file FIR against the user
12	Outliers/Not Covered - Park + Not liable under these conditions	<ol style="list-style-type: none"> 1. In case the user is intoxicated. 2. The user is not complying with ground SOP for Valet operations. 3. No support from the security team of property administration.
13	User Vehicle Key misplaced while in Park+ possession	<ol style="list-style-type: none"> 1. Park+ SPOC to Inform the property administration and get the CCTV footage of the valet desk or the key storage area. 2. User informed as suggested by property administration on the case of missing vehicle keys.



		<p>3. Park+ SPOC to communicate with the user, meanwhile home drop arrangement to be made for the user to go home.</p> <p>4. User given solution on 2 alternatives</p> <p>a) The user has an option to get the key replaced from the Park+ authorized service center.</p> <p>b) The user has an option to get the key replaced using own insurance policy with Park+ reimbursing the file charges & NCB value of the insurance as per SLA in Schedule E</p> <p>Park+ SPOC to send a copy of the incident report inline with the SLA timeline as mentioned in Schedule-E1.</p>
14	<p>Outliers/Not Covered - Park + Not liable under these conditions</p>	<p>1. Vehicle doesn't have valid insurance (3rd Party and Own Damage) as on date of the incident.</p> <p>2. If the key is handed over to the user while the vehicle is in Park+ possession. (as confirmed by ground witness)</p>



Schedule - C

SLA ITEM	TAT General (In Business Hours/Days)	TAT Premium (In Business Hours/Days)	Prerequisite
Incident Report lodged by Park + Supervisor	Within 1 Hour	Within 1 Hour	
Written Acknowledgement of the case to user	48 Hours	12 Hours	Case reported on site
Subsequent Revert to user	48 Hours	24 Hours	
Vehicle Damage Verification	6 Hours	2 Hours	Post reporting via Booking Images & CCTV Footage
Repaired Vehicle Audit	16 Days	5 Days	Time slot confirmation from the user, Tax invoice & vehicle repair confirmation
Park+ SPOC First Interaction after ticket received	24 Hours	12 Hours	
Revert/Acknowledgement on Cost Estimate	96 Hours	48 Hours	Three Repair Cost Estimates, Incident Report of Accident
File Charges and NCB Reimbursement	5 Days	3 Days	Valid Tax Invoice, RC, Canceled Cheque, Insurance Copy, Declaration (if needed)
Vehicle Repair Reimbursement	7 Days	3 Days	Repair Tax Invoice, Pictures of the car post repair, Cost Estimate Approval, Canceled Cheque, RC, Declaration (if needed)
Key replacement by Park+ partnered service center	7 Days	4 Days	Written confirmation from the User/Property administration
Challan payment reimbursement to Wallet	90 Days	90 Days	Challan Repayment Receipt RC, Canceled Cheque,
FIR lodged in case of Car Theft	Within 2 Hours	Within 2 Hours	CCTV Footage



SLA ITEM	TAT General (In Business Hours/Days)	TAT Premium (In Business Hours/Days)	Prerequisite
Incident Report lodged by Park + Supervisor	Within 1 Hour	Within 1 Hour	
Written Acknowledgement of the case to user	48 Hours	12 Hours	Case reported on site
Subsequent Revert to user	48 Hours	24 Hours	
Vehicle Damage Verification	6 Hours	2 Hours	Post reporting via Booking Images & CCTV Footage
Repaired Vehicle Audit	16 Days	5 Days	Time slot confirmation from the user, Tax invoice & vehicle repair confirmation
Park+ SPOC First Interaction after ticket received	24 Hours	12 Hours	
Revert/Acknowledgement on Cost Estimate	96 Hours	48 Hours	Three Repair Cost Estimates, Incident Report of Accident
File Charges and NCB Reimbursement	5 Days	3 Days	Valid Tax Invoice, RC, Canceled Cheque, Insurance Copy, Declaration (if needed)
FIR lodged in case of Bodily Injury	Within 2 Hours	Within 2 Hours	CCTV Footage



Schedule D (Escalation Matrix Park+)

<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
Area Executive	Area Business Manager	City Head	Central Team/Program Manager	Vertical Head
Immediate/12 Business Hours	+2 Business Hours	+3 Business Hours	+3 Business Hours	+3 Business Hours



Annexure IV - Data Processing Guidelines

This **Data Processing Guidelines** (“**Processing Guidelines**”) is an integral part of the Agreement and shall be effective as of the date when the authorized representatives of the Parties sign and seal the Agreement until the termination or expiry of the Agreement by any Party in accordance with the Agreement.

- (A) For clarity, this Processing Guidelines only applies to the extent of Company Personal Data.
- (B) Additionally, at all times during the duration of the Agreement and for any period of time thereafter, during which Service Provider has possession of or access to the Company Personal Data, the Service Provider shall maintain compliance with all applicable data protection laws, including, when it comes into force, Digital Personal Data Protection Act, 2023 (“**DPDP Act**”). Notwithstanding the foregoing, if the Service Provider cannot provide such compliance for whatever reasons, it agrees to promptly inform the Company of its inability to comply, in which case Company is entitled to suspend the transfer of Personal Data and/or terminate the related function, in accordance with the Agreement.

The Parties agree as follows:

1. Definitions

- 1.1. **General Definitions.** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
- 1.2. “**Facilities**” or “**Facility**” shall mean the Service Provider’s facility(s) used now or in the future to perform its obligations under this Agreement, including performing the scope of work set out under this Agreement, that access, store, Process or use the Company Personal Data. For purposes of Processing under this Agreement, the identified Facilities are at Park + HO located at, Unitech Cyber Park, Sector 39, Gurugram, Haryana - 122002
- 1.3. “**Company Personal Data**” shall mean means any Personal Data provided by the Company, or relating to the Users and its personnel, customers, or any other individuals, that is received by the Service Provider from the Company or otherwise Processed by the Service Provider on behalf of the Company pursuant to this Agreement.
- 1.4. “**Personnel**” shall mean all workers, including but not limited to the Service Provider’s employees, temporary personnel, and others employed or contracted by Service Provider that access, store, Process or use Company Personal Data.
- 1.5. “**Personal Data/Personal Information**” shall mean any data about an individual who is identifiable by or in relation to such data, either directly or indirectly, and includes any data received by the Service Provider, its Personnel, or Sub-Processors from any source in the course of performing their obligations under this Agreement.
- 1.6. “**Process(ing)**” in relation to the Personal Data, shall mean a wholly or partly automated operation or set of operations performed on digital Personal Data, and includes operations such as collection,



recording, organization, structuring, storage, adaptation, retrieval, use, alignment or combination, indexing, sharing, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction.

- 1.7. “**Sub-Processor**” shall mean any vendor, agent, subcontractor, or other person or entity engaged by the Service Provider to Process Company Personal Data, under the Service Provider’s direction, supervision, and control, who are identified in **Schedule B** of this **Annexure IV**.

2. Processing

- 2.1. Company and Service Provider agree that to the extent Service Provider obtains access to Company Personal Data to perform the its services or meet its obligations under the Agreement, it shall access, collect, receive, transmit, disclose, store, dispose, and use such Company Personal Data and be responsible for the unauthorized access, collection, receipt, transmission, disclosure, storage, disposal, use and discussion of Company Personal Data under its control or in the possession of its Sub-processors, Personnels or authorized third parties. A description of such Processing is set out in **Schedule A** of this Processing Guidelines. The Service Provider may update the descriptions of Processing from time to time to reflect new products, features, work, or functionality comprised within the Software. The Service Provider will update **Schedule A** to reflect such changes.
- 2.2. In performing its obligations in the Agreement and providing the services, if Service Provider at any time from this Agreement coming into effect and until termination or expiry of the Agreement undertakes Processing of Company Personal Data for or on behalf of Company, Service Provider will process all Company Personal Data fairly and lawfully, respecting the privacy of the provider of the Personal Data, and in accordance with all data protection laws applicable to such Processing of Personal Data, and only for the purposes that are described in **Schedule A** of this Processing Guidelines, and not for any third purpose.
- 2.3. Service Provider will take reasonable measures to ensure that all of its Personnel and each of its Sub-Processors process all Company Personal Data in accordancé with the Processing Guidelines. The obligations of Service Provider under this Processing Guidelines shall be deemed to apply to and bind Service Provider’s representatives, Personnel, or affiliates, including Sub-processors, to the extent such representative or affiliate receives or has access to any Personal Data; provided, however, that Service Provider shall remain solely liable for any noncompliance with the terms of this Processing Guidelines caused by its representatives, Personnel, or affiliates, including the Sub-processors.
- 2.4. Service Provider will only Process Company Personal Data for the purposes of and in compliance with the terms set out in the Agreement or this Processing Guidelines and in compliance with mutually agreed Company’s instructions as issued from time to time.
- 2.5. Service Provider agrees that:
- (i) it will not acquire any rights to any Company Personal Data by virtue of complying with its obligations in the Agreement and/or this Processing Guidelines;



- (ii) except with respect to approved Sub-processors or as required by applicable law, it will not transfer or disclose any Company Personal Data (either in part or in whole) to any third party, except as explicitly stipulated in this Processing Guidelines;
- (iii) unless technically necessary to fulfill its obligations under the Agreement, it will not transfer, access, or store any Company Personal Data outside the country in which the relevant Facility is established, including via cloud services, without the explicit prior consent of Company or as necessary to transfer and disclose to the approved Sub-processors. The Facility shall not be located at any location wherein the transfer of Personal Data is restricted by any relevant government authority;
- (iv) it will not Process or use any Company Personal Data for its own purposes or benefit, except as expressly authorized under the Agreement or this Processing Guidelines.

2.6. Service Provider will keep all Company Personal Data confidential and secure.

2.7. Service Provider shall ensure the deletion of Company Personal Data at the end of the retention period.

2.8. All records pertaining to Personal Data received from Company, whether developed by Company or others, are and shall remain the property of Company.

2.9. The Service Provider shall appoint a point of contact, with the required skills to manage the proper performance of the obligations under this Processing Guidelines and the applicable data protection laws, to answer the Company's or the provider of Personal Data requests in relation to any Processing undertaken by the Service Provider.

2.10. The Service Provider shall ensure that the Personnel authorized to process Company Personal Data: (i) only access the Company Personal Data necessary for the fulfilment of the obligations under this Agreement and on a need-to-know basis; (ii) subject to an adequate confidentiality obligation; (iii) have received appropriate training in data protection.

3. Third Parties & Sub-Processors

3.1. Service Provider may subcontract its processing work that relates to Company Personal Data under the Agreement only with prior written consent of Company. Additionally, Service Provider must provide a list of current Sub-processors under **Schedule B** of this Processing Guidelines. Such sub-processor list shall include the identities of those Sub-Processors and their country of location that have been consented to by Company. If Service Provider decides at a later date to use a new Sub-Processor, Service Provider must inform Company in writing. Service Provider must inform Company prior to any changes or replacements of Sub-Processors and request Company's explicit approval for such change. Company shall not unreasonably object to such changes or replacements.



- 3.2. If Service Provider is authorized by Company to subcontract to a third party its performance obligations under the Agreement with respect to Processing Company Personal Data, Service Provider shall ensure that its Sub-Processors also maintain adequate measures (reasonably appropriate to such subcontractor's processing activities) that comply in all material respects with the relevant obligations in this Processing Guidelines, including, but not limited to, the obligations of data privacy, confidentiality, information security and transfers.
- 3.3. The Service Provider will: (i) enter into a written agreement with each Sub-Processor imposing data protection terms that require the Sub-Processor to protect the Company Personal Data to the standard required by applicable data protection law and with the same standard provided by this Processing Guidelines; and (ii) remain liable to Company if such Sub-Processor fails to fulfill its data protection obligations with regard to the relevant Processing activities.

4. Cooperation & Enquiries

Service Provider will inform Company without undue delay if Service Provider receives any enquiry, complaint or claim from any court, governmental official, third parties, consent managers, or individuals (including but not limited to the provider of the Personal Data) in relation to the services and usage of Software and will provide Company reasonable support and cooperation in a timely manner in responding to any such request. Should Company, on the basis of applicable law, be obliged to provide access or information to a provider of the Personal Data about the Processing of Personal Data relating to him or her, Service Provider will, without levying a fee, reasonably assist Company in providing such access or information.

5. Confidentiality & Information Security

- 5.1. In addition to any other agreement and/or terms governing confidentiality between the parties, Service Provider will adopt adequate (taking into account the nature of Processing and the information available to Service Provider) technical and organizational measures reasonably necessary to secure the Company Personal Data and to prevent unauthorized access, alteration or loss of the same, including measures required by applicable data protection laws.
- 5.2. At a minimum, Service Provider's safeguards for the protection of Company Personal Data shall include reasonable efforts to: (i) limit access of Personal Data to Personnels, Sub-processors and authorized third parties only if such access is required in order to perform obligations under this Agreement; (ii) secure business facilities, data centres, paper files, servers, back-up systems and computing equipment including mobile devices with storage capability; (iii) implement network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implement multi-factor authentication and access controls within media, applications, operating systems; (vi) encrypt Company Personal Data stored on any mobile media; (vii) segregate Company Personal Data stored with the Service Provider from information of Service Provider of its other customers so that Company Personal Data is not commingled with any other types of information; (ix) implement appropriate personnel security and integrity procedures and practices including conducting background checks and insider threat monitoring; and (x) provide appropriate privacy and information security training to Personnel. Details of the technical and



organisational measures undertaken by Service Provider to meet its obligations under this Clause 4 have been set out in **Schedule C**.

- 5.3. Service Provider will also ensure confidentiality of the Company Personal Data, including taking appropriate measures to ensure the same of its Personnel and Sub-processors.
- 5.4. At the reasonable written request of Company, Service Provider will provide the former with a comprehensive and up-to-date data protection and security concept for the Company Personal Data obtained under the Agreement.

6. Privacy Violations, Security and Data Breach Incidents

- 6.1. When known or reasonably suspected by Service Provider, the Service Provider will inform Company promptly if: (i) Service Provider or its Personnel infringe the applicable data protection laws or obligations under the Agreement, (ii) significant failures during the Processing occur, or (iii) third parties have unauthorized or unintended access to the Company Personal Data. The Parties are aware that the applicable data protection law may impose a duty to inform the competent authorities or affected providers of the Personal Data in the event of the loss or unlawful disclosure of such Personal Data or access to it. These incidents should therefore be notified by Service Provider to Company without delay, but in no event less than 6 hours of discovery of such privacy violation/breach, regardless of their origin. This also applies to serious operational faults or where there is any suspicion of an infringement of provisions relating to the protection of Company Personal Data or other irregularities in the handling of Company Personal Data. In consultation with Company, Service Provider must take appropriate measures, within the scope, to address the breach, including, where appropriate, measures to secure the Personal Data and work in good faith to reduce risk to the individuals whose Personal Data was involved. Service Provider must coordinate the messaging related to any privacy violation, security breach or data breach incident with the Company prior to making any public disclosures.
- 6.2. Following a privacy violation or breach, Company, or its designated agent, shall have the right, upon reasonable notice to Service Provider, to complete a review of Service Provider's security measures and ensure that unauthorized access to Company Personal Data has been eliminated.

7. Inspection & Audit Rights

- 7.1. Upon at least 15 days prior written notice and subject to the obligations herein, Company may inspect Service Provider's operating Facilities or conduct an audit (each an "**Audit**") on Service Provider's security, data handling processes, quality processes and environmental systems controls used for processing Company Personal Data, to ascertain compliance with this Processing Guidelines at Company's expense. However, the Company shall in no way be responsible for any expenses or costs incurred by Service Provider's commercially reasonable support in assisting Company with the Audit or allowing Company to inspect their Facilities, and in the event a violation of Service Provider's obligations under this Processing Guidelines is found that has the potential to compromise Company Personal Data, Service Provider shall be responsible for all reasonable costs and expenses incurred by Company in conducting the Audit.



- 7.2. To the extent applicable to Service Provider's obligations under this Processing Guidelines, this Audit may include, but is not limited to, the verification of whether the procedures for the technical and organizational requirements of data protection and information security are appropriate in accordance with Company's third-party information security requirements.
- 7.3. Service Provider will provide Company with any reasonably necessary information and documents during the Audit. The Audit may be carried out once a year by Company's data protection officer or a mutually accepted authorized representative, unless a violation of Service Provider's obligations under this Processing Guidelines is found or if Company reasonably believes that Service Provider is not complying with the obligations contained in this Processing Guidelines, and in such an event, Company may conduct another Audit within six months. All Audits will be performed during normal working hours; subject to Service Provider's reasonable security, safety, and confidentiality requirements; and in such a way that the Audit does not disrupt or compromise Service Provider's infrastructure or ability to process normal business operations. In addition, Service Provider will cooperate with any audit ordered by a relevant data protection authority that arises from its performance under the Agreement.
- 7.4. Notwithstanding the forgoing, any Audit, shall not entitle Company to view, or in any way access records and/or processes:
- (i) Not related to Company Personal Data Processed by Service Provider;
 - (ii) Not directly related to the Software provided to Company under the Agreement;
 - (iii) In violation of applicable laws; and/or
 - (iv) In violation of Service Provider's confidentiality obligations owed to a third party.
- 7.5. For clarity, Audits will only be performed if the Parties have mutually agreed in writing on the scope of the Audit prior to any Audit. Prior to any Audit, Parties shall agree to pursue, in good faith, other means of reconciling the documents that would render such Audits not necessary.

8. Return of Personal Data

Following termination of the Agreement, Service Provider, except to the extent prohibited by or required by applicable law, at the sole discretion and written request of Company, will return to Company and destroy/delete all Company Personal Data subject to Processing. Service Provider must certify in writing to Company that it has complied with the foregoing obligations.

9. Integration

Except as otherwise set forth in this Processing Guidelines, all terms and conditions contained in the Agreement and not amended herein shall remain in full force and effect. In the event of a conflict between the Agreement and this Processing Guidelines or any other confidentiality term in an



agreement between the Parties in respect of Personal Data, the order of precedence shall be this Processing Guidelines and then the Agreement.



Schedule A

Description of Processing and transfer (as applicable)

The Parties acknowledge that the Service Provider's Processing of Personal Data will include all Personal Data submitted or uploaded by an applicant for tenders uploaded by the Company and by employees/authorised agents of the Company from time to time, for the purposes of, or otherwise in connection with, Service Provider providing the Software.

Set out below are descriptions of the Processing and transfers of Company Personal Data as contemplated as of the Effective Date. Such descriptions are subject to change or may be supplemented pursuant to Section 2.1 of the Processing Guidelines.

[●insert the name/heading of the features, work, or functionality comprised within the Software to which the below description of Processing of the Company Personal Data pertains]	
<i>Categories of data subjects</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Categories of personal data attributes processed</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Purpose of the Processing</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Categories of personal data transferred</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Frequency of the transfer</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Purpose of the data transfer</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Duration of processing/Retention period</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>

[●insert the name/heading of the features, work, or functionality comprised within the Software to which the below description of Processing of the Company Personal Data pertains]	
<i>Categories of data subjects</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Categories of personal data attributes processed</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Purpose of the Processing</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>
<i>Categories of personal data transferred</i>	<i>[●insert relevant details in relation to the service/feature/functionality]</i>



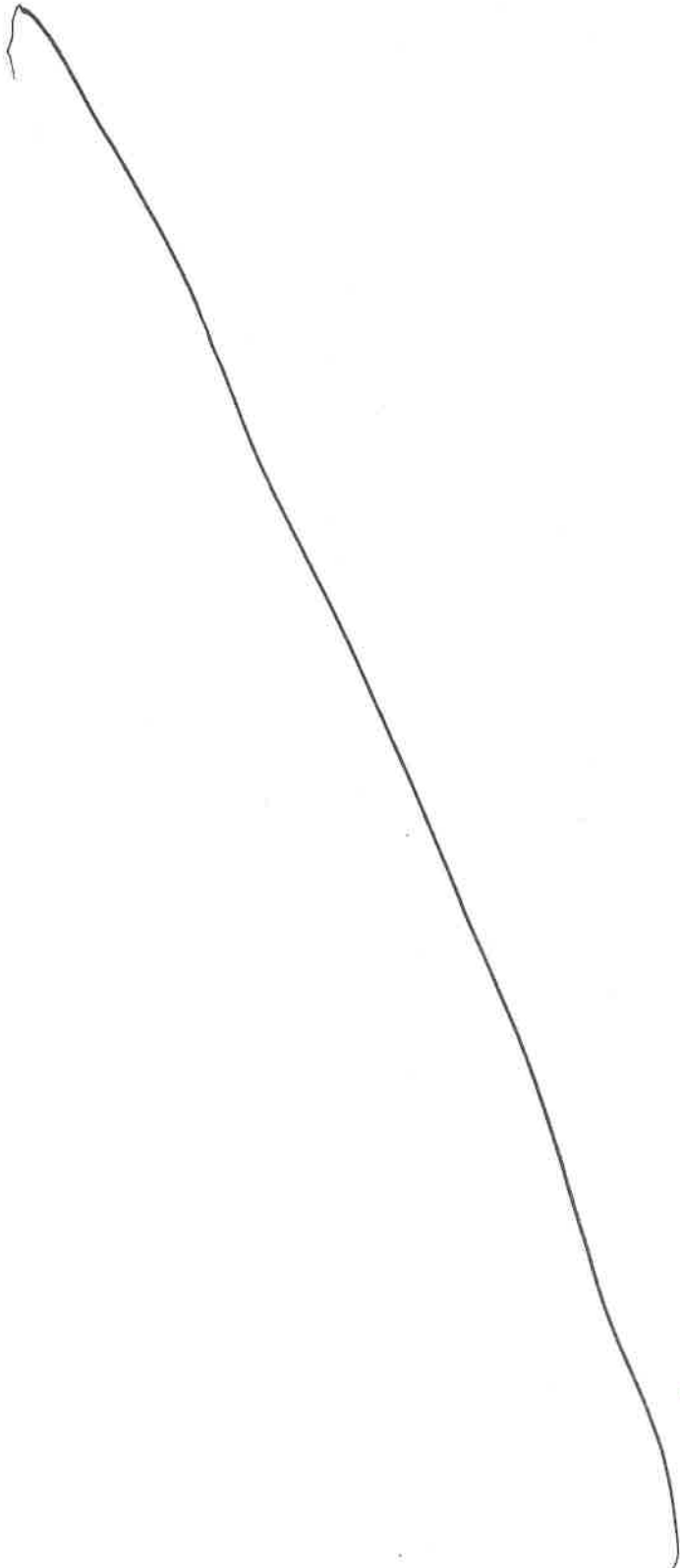
<i>Frequency of the transfer</i>	[●insert relevant details in relation to the service/feature/functionality]
<i>Purpose of the data transfer</i>	[●insert relevant details in relation to the service/feature/functionality]
<i>Duration of processing/Retention period</i>	[●insert relevant details in relation to the service/feature/functionality]



Schedule B

List of Approved Sub-Processors

Entity Name	Processing Activity	Location
<i>[●insert name of the Sub-Processor]</i>	<i>[●insert purpose of the processing]</i>	<i>[●insert the location of where the sub-processor will process the Company Personal Data]</i>



Schedule C

Technical and Organizational Security Measures

Purpose

This Exhibit describes Service Provider's security program, security certifications, and physical, technical, organizational and administrative controls and measures to protect Company Personal Data from unauthorized access, destruction, use, modification or disclosure (the "Security Measures"). The Security Measures are intended to be in line with the commonly accepted standards of similarly-situated software providers. Unless otherwise specified in the applicable product-specific terms, the Security Measures apply to all Service Provider's products and Services that are available under the Agreement.

Updates and Modifications

The Security Measures are subject to technical progress and development and Service Provider may update or modify the Security Measures from time to time, provided that such updates and modifications do not materially decrease the overall security of the Services, as described in this document.

Security Measures

The Security Measures are described in the following table:

Measure	Description
<i>Measures of pseudonymization and encryption of data</i>	[•]
<i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i>	[•]
<i>Measures for ensuring the ability to restore the availability and access to data in a timely manner in the event of a physical or technical incident</i>	[•]
<i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i>	[•]
<i>Measures for user identification and authorization</i>	[•]
<i>Measures for the protection of data during transmission</i>	[•]



<i>Measures for the protection of data during storage</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring physical security of locations at which data are processed</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring events logging</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring system configuration, including default configuration</i>	<input checked="" type="checkbox"/>
<i>Measures for internal IT and IT security governance and management</i>	<input checked="" type="checkbox"/>
<i>Measures for certification/assurance of processes and product</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring data minimization</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring data quality</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring limited data retention</i>	<input checked="" type="checkbox"/>
<i>Measures for ensuring accountability</i>	<input checked="" type="checkbox"/>
<i>Measures for allowing data portability and ensuring erasure</i>	<input checked="" type="checkbox"/>

