

महाराष्ट्र MAHARASHTRA

2024

DN 231182

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९५  
21 MAR 2025  
सक्षम अधिकारी ✓

श्री. विनायक ब. जाधव

### Master Service Agreement

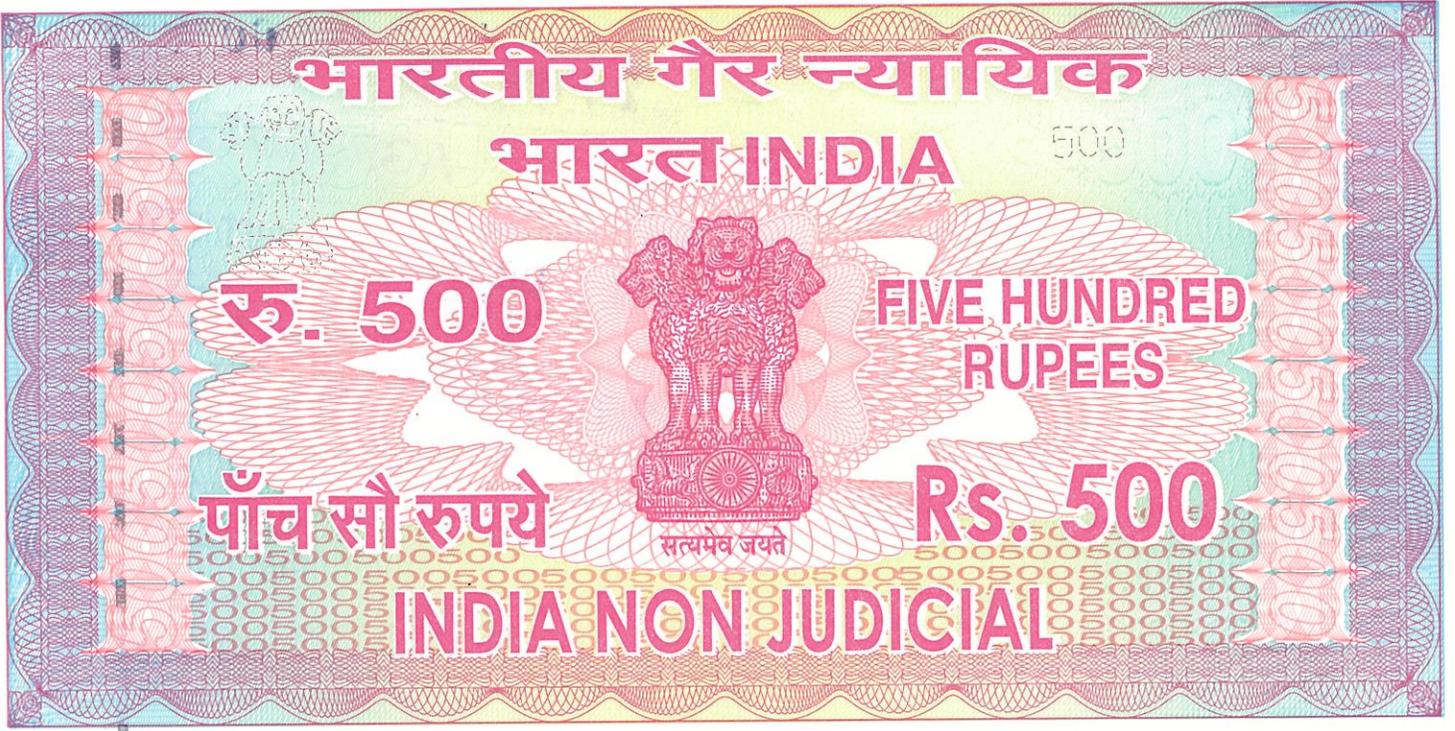
This stamp paper forms an integral part of this Master Service Agreement dated 27<sup>th</sup> March, 2025 executed by and between LIC Housing Finance Limited and BC Web Wise Private Limited



Handwritten signature







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### Master Service Agreement

This stamp paper forms an integral part of this Master Service Agreement dated 27<sup>th</sup> March, 2025 executed by and between LIC Housing Finance Limited and BC Web Wise Private Limited





## Master Services Agreement

This MASTER SERVICES AGREEMENT is made by and between

BC Web Wise Pvt Limited, a company registered under the Companies Act, 1956 with Corporate Identification No. U72200MH2000PTC125253 and having its registered and administrative office at Unit No. 133, Plot No.24/25, Marol Cooperative Industrial Estate, Sag Baug Road, off Andheri-Kurla Road, Marol, Andheri East, Mumbai – 400 059, Maharashtra, India (hereinafter referred to as “**Service Provider**”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to include its successors and assigns) of the **ONE PART**.

and

LIC Housing Finance Limited, a company incorporated under the Companies Act, 1956 with Corporate Identification No. L65922MH1989PLC052257 and having its registered office at Bombay Life Building, 2nd Floor, 45/47, Veer Nariman Road, Mumbai - 400 001 and having its Corporate Office at 131, Maker Tower F Premises, 13th Floor, Cuffe Parade, Mumbai – 400 005, Maharashtra, India (hereinafter referred to as “**CLIENT**”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to include its successors and assigns) of the **OTHER PART**.

and is effective as of **1<sup>st</sup> July, 2024** (the “**Effective Date**”).

Service Provider and the Client shall each individually be referred to as a “**Party**” and together constitute the “**Parties.**”

### CLIENT INFORMATION

CLIENT INFORMATION			
NAME:	LIC Housing Finance Limited	CLIENT CONTACT:	A Gopa Kumar
ADDRESS:	131, Maker Tower F Premises, 13th Floor, Cuffe Parade, Mumbai – 400 005	EMAIL:	A.Gopakumar@lichousing.com
		TELEPHONE:	99615 46546

TERM	
EFFECTIVE DATE:	1 <sup>st</sup> July, 2024
INITIAL TERM LENGTH:	2 Years

### GENERAL DESCRIPTION OF SERVICES PURCHASED

Master Services Agreement

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THE SERVICE PROVIDER AS THE SERVICE PROVIDER ON RECORD IS SOLELY ENTITLED TO PROVIDE COMPLETE DIGITAL MARKETING SERVICES TO THE CLIENT FOR FOLLOWING SERVICES BUT NOT LIMITED TO:

SOCIAL MEDIA MANAGEMENT, SEARCH ENGINE OPTIMIZATION, ONLINE MEDIA PLANNING AND BUYING, CAMPAIGN MICRO-SITE, WEB APPLICATION DEVELOPMENT, WEBSITE DEVELOPMENT, WEBSITE MAINTENANCE, MOBILE APPLICATION DEVELOPMENT, PROGRESSIVE WEB APPLICATIONS, VIDEOS, ANIMATIONS, ONLINE REPUTATION MANAGEMENT, WEB HOSTING AND OTHER SUCH RELATED DIGITAL MARKETING AND ADVERTISING SERVICES AND SUPPORTING SERVICES FOR PRINT, TV, OUTDOOR ADVERTISING AS AND WHEN NEEDED.

**EXHIBIT TO MASTER SERVICES AGREEMENT**

This Agreement incorporates the following Exhibit:

**Exhibit A** - Statement of Work (“hereinafter referred to as the “SOW”)In consideration of the mutual promises undertakings and conditions contained herein, for a valid consideration which is hereby acknowledged, the Parties hereto agree and declare as follows:

- 1. DEFINITIONS.** In addition to those definitions set forth elsewhere in this Agreement, the following capitalized terms shall have the same meaning assigned hereinbelow. The terms, acronyms and phrases used in this Agreement, but not specifically defined shall be interpreted in accordance with their generally understood meaning in such industry or other pertinent business context.

Unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1 “Agreement”** shall mean this Agreement entered between the Service Provider and the Client, including all schedules, annexures, attachments thereto and shall include any amendment to the same.
- 1.2 “Applicable Law”** shall mean any statute, law, regulation, ordinance, rule, notification, judgement, order, bye law, approvals, directive, guideline requirement or other governmental restrictions or any decision or determination by or any interpretation, policy, or administration of any of the foregoing, by a government authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter, in force in India.
- 1.3 “Client’s Property”** means all Client’s Confidential Information, Client’s Intellectual Property Rights, Deliverables and all derivatives of the foregoing and all other property and proprietary information, equipment and materials provided by the Client to the Service Provider. All know-how and Intellectual Property rights in deliverables under this Agreement including ownership of content, images and any other intellectual property created by the Service Provider in connection with the Services shall vest in Client, and the Service Provider shall indemnify Client against any third-party claims that such deliverables infringe upon their right.
- 1.4 “Confidential Information”** shall have the meaning set forth in Clause 7.
- 1.5 “Deliverables”** means all developments, products, formulas, drawings, procedures, processes, specifications, reports, documents, information, plans, compilations of data and



other materials made, conceived, invented, produced, reduced to practice or developed by the Service Provider alone or with others, other than source codes which:

- (a) are provided by the Service Provider under or in connection with the Services;
- (b) are created using funds, expertise, facilities, personnel, time, material or proprietary information of the Client; (c) incorporate Confidential Information; or
- (d) are derivative of Client's Confidential Information or proprietary materials or information of Client.

1.6 "Effective Date" shall mean the date as mentioned in this Agreement.

1.7 "Force Majeure" means circumstances or causes beyond any Party's reasonable control, including, without limiting acts God or war or fire or earthquake, demand or requirement of any governmental/ legal/ regulatory agency which, renders either Party unable to fulfil its obligations under this Agreement either temporarily or permanently.

1.8 "Intellectual Property Rights" means all trade secrets, patents and patent applications, trademarks, service marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, rights in know-how and any and all renewals or extensions of the foregoing, and all other proprietary rights, and all other equivalent or similar rights which may subsist anywhere in the world, including any renewals or extensions thereof.

1.9 "Services" means the services to be provided by the Service Provider as described in this Agreement and the applicable SOW. Notwithstanding any independent reference to Deliverables herein, the Deliverables are included within the meaning of Services.

1.10 "Statement of Work" or "SOW" means a mutually agreed upon document consisting of a project plan describing the nature of the Services, delivery dates and related information.

1.11 "Term" shall have the meaning assigned to it under Clause 14 hereunder.

1.12 "Territory" shall mean the entire country of India

1.13 "Domain Name" means the domain name specified for the website by the Client.

1.14 "Service Provider Property" means Service Provider's Confidential Information, Service Provider's intellectual property rights all derivatives of the foregoing and all other property and proprietary information, equipment and materials provided by the Service Provider.

## 2. SCOPE OF AGREEMENT.

2.1 This Agreement sets forth the terms and conditions under which the Service Provider will provide Services (including any Deliverables) to the Client.

## 3. SCOPE OF WORK.

3.1 The Scope of Work is detailed in the Statement of Work annexed hereto as **Exhibit-A** ("Services").

3.2 If in case the Client requests the Service Provider to provide services other than or in addition to the Services ("Additional Services"), the parties agree that the Additional Services may be subject to separate terms and conditions, including commercial terms.



#### 4. COMPLIANCE OF PRIVACY AND USER POLICY OF THE CLIENT

4.1 The Service Provider should comply with the Client's Privacy Policy and User Policy in key concern areas relevant to the Services provided under this Agreement and as notified by the Client from time to time. Some of the key areas are as under:

- a) Confidentiality, privacy and security for data and application gained as a result of having access to the Clients internal system, software and other administration should be maintained.
- b) Custodial responsibilities for data, software, hardware and other assets of the Client being managed by or assigned to the selected Service Provider.
- c) Physical security of the facilities.
- d) Physical and logical separation from other customers of the selected Service Provider.
- e) Incident response and reporting procedures.
- f) Password Policy of the Client.
- g) Data Encryption/Protection requirement of the Client.
- h) Submission of Application Security/Vulnerability Assessment/Penetration Testing Audit Clearance Certificate of tools provided after conducting an audit through a CERT-IN empanelled vendor at the end of every quarter.

#### 5. RELATIONSHIP OF THE PARTIES.

5.1 The Service Provider acknowledges that it is engaged as an independent contractor and not as an employee, joint venturer or partner of the Client. All personnel and subcontractors engaged by the Service Provider shall not, for any purpose be considered as the agents or employees of the Client.

5.2 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Client.

5.3 Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the Parties shall claim to be employee of other Party.

#### 6. COMPENSATION AND PAYMENT TERMS.

6.1 In consideration of the Service Provider's Services under this Agreement, the Client shall pay to the Service Provider the fees as specified in Exhibit – B below:

6.2 Payments: The Client will pay properly submitted invoices within reasonable period but not exceeding 30 days after its receipt thereof subject to the invoices not being disputed by the Client.

6.3 The Service Provider will submit the invoices complete in all respects, on the last working day of every month, for necessary payment of the retainership fee.

6.4 The Service Provider would be entitled to interest @ 18% per annum or in accordance with applicable laws, whichever is higher, from the due date till date of actual payment in case of payment delays. Further, Service Provider shall be entitled to suspend the services until the payment of all outstanding fees together with interest in full, unless the outstanding payment



relates to an invoice or service which is disputed by their Party. Notwithstanding any termination of this Agreement, all payments made to the Service Provider by Client shall be non-refundable.

- 6.5 The Client may withhold payment of any fees or Services that it disputes in good faith. The Client may set-off penalty amount and any other amount which Service Provider owes the Client against charges payable to Service Provider under this Agreement post consultation with the Service Provider and as mutually agreed between the Parties.
- 6.6 The Client shall reimburse the Service Provider for all pre- approved out-of-pocket expenses which are incurred by the Service Provider in the performance of services hereunder, including but not limited to material and supply costs, within 10 days after the Company's receipt of expense statements including appropriate receipts or other evidence of the expense.

## 7. CONFIDENTIAL INFORMATION.

- 7.1 "**Confidential Information**" mean all information which is material to the business operations of either Party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the Party and its customers, costing and technical data, studies, reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the Parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Client and its customers is deemed confidential whether marked confidential or not. All information relating to the accounts of the Client's customers shall be confidential information, whether labelled as such or otherwise.
- 7.2 During and subsequent to the expiration or termination of this Agreement, both Parties shall hold each other's confidential information in strict confidence.
- 7.3 Except with the Client's prior written permission, the Service Provider shall not use, disclose, reproduce, distribute, reverse engineer, or otherwise misappropriate any Confidential Information and shall take no action that may cause, or fail to take any action to prevent causing, any Confidential Information to lose its character as Confidential Information.
- 7.4 The Service Provider's protective measures shall include the same degree of care that Service Provider utilizes to protect its own trade secrets and confidential information of a similar nature, which shall be no less than reasonable care.
- 7.5 The Service Provider shall require all personnel and subcontractors to sign a non-disclosure agreement in a form acceptable to the Client that shall bind the Service Provider, its personnel and subcontractors.



- 7.6 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 7.7 Confidential Information does not include information that
- (a) was in the recipient's possession before receipt from the discloser;
  - (b) is or comes into the public domain through no fault of the recipient;
  - (c) is rightfully received by the recipient from a third party without any breach of any duty of confidence;
  - (d) is trivial or obvious; or
  - (e) is disclosed under operation of law.
- 7.8 If any party is required to disclose any Confidential Information of the other Party under any order of any court or government/statutory authority. The Party directed to make disclosure must notify the other Party about the requirement for disclosure sufficiently in advance to enable the other Party to obtain preventive Orders / reliefs.
- 7.9 Return of Materials. Upon the Client's request, the Service Provider shall promptly destroy or return all documents or materials of any nature in the service Provider's possession or control that have been furnished by the Client to the Service Provider, or reproduced or developed by the Service Provider based on the Client's Confidential Information., and shall certify to the Client that it no longer has in its possession or under its control any Confidential Information in any form whatsoever, or any copy thereof.

**8. SITE ACCESS.**

The Client shall permit the Service Provider's personnel and subcontractors to have access to the Client's premises (each a "Site") to perform the Services with prior permission of the Client and subject to the Service Provider's compliance with the Client's site access policies if any.

**9. OWNERSHIP.**

- 9.1 The Client acknowledges that the Service Provider retains exclusive ownership of all rights, title and interests in and to the entire Service Provider's Property including accounts created by Service Provider for the Client. At no time shall the Client dispute or contest the Service Provider's exclusive rights in or to the Service Provider's Property except the Deliverables herein.
- 9.2 Service Provider will provide digital assets/insignias/creatives/videos developed specifically for the Client, without any cost to the Client, and it will be treated as the Property of the Client.,.
- 9.3 Service Provider agrees that the Client owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights which is specifically created for the Client (Deliverables).
- 9.4 Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.



## 10. TAXES:

- 10.1 Except as agreed herein, all duties and taxes if any, which may be levied, shall be borne by Service Provider solely and Client shall not be liable for the same. Each Party shall be solely liable for timely payment of all its own taxes, duties, fines, penalties, by whatever name as may become due and payable, from time to time, under the local state and/or central law, rules and/or regulation applicable it.
- 10.2 The fees, charges and other payments payable by Client to the Service Provider under this Agreement shall be subject to deduction of Income Tax and other applicable thereon wherever required. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Client as per the Applicable Laws.
- 10.3 The Service Provider undertakes to submit all the necessary information relating to Goods and Service Tax ("**GST**") and documents including GSTIN, certificate of GST registration and such other documents that may be required by Client to adhere to statutory compliances as applicable under GST law. GST will be paid only if the Service Provider has a valid GST Number. The Service Provider further undertakes and agrees that Client shall not be responsible for verification of the GST registration number of the Service Provider.
- 10.4 The term GST shall include the Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST), Integrated Goods and Service Tax (IGST) and any other taxes levied under GST related legislation in India, at the rate/s applicable from time to time.
- 10.5 The Service Provider shall make the required payments under applicable GST law and related rules and regulations with reference to the Services rendered under this Agreement. the Service Provider shall file timely GST returns as mandated under applicable laws quoting the Client's Goods and Service Tax Identification Number ('GSTIN') to enable Client to claim all the available benefits including but not limited to input credit under prevalent GST law. If the Service Provider fails to pay and file the GST returns as per the timelines mandated under applicable laws due to which Client is unable to claim input credit for such GST amounts, then the Service Provider shall pay to the Client, the amount as it would have been available to the Client on account of timely filing of the GST return by the Service Provider.
- 10.6 The Service Provider acknowledges and agrees that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against the Client in respect to this Agreement, the Service Provider shall fully support and co-operate with the Client by furnishing the relevant information and documents in a timely manner as may be required by the Client. The Service Provider hereby agrees to indemnify, defend and hold harmless the Client and their respective shareholders, directors, officers, employees and agents, from any and all liability that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments, or deductions, including, among other things, any penalties and interest thereon assessed by any central, state or local government authority or any authority against Client and all costs and expenses including attorney's fees incurred in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will the Client be responsible for any taxes based on the Service



Provider's net income or gross receipts, or other such taxes based on the Service Provider doing business in any particular jurisdiction.

10.7 All expenses, and other charges/ expenses in connection with execution of this Agreement shall be borne by the Service Provider.

## 11. REPRESENTS & WARRANTIES

11.1 Service Provider shall assume responsibility under all applicable law including, Labour Laws for its employees, and also hold the Client harmless from any direct and actual loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other benefits asserted by an employee of the Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of Service Provider's performance of Services hereunder.

11.2 Each party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof is prohibited under any agreement or writing to which it is a Party.

11.3 Service Provider warrants the Client against any license or IPR violations on its part or on the part of its personnel, subcontractor, wherever permitted, in use of any technology /software /product for performing Services or developing software/applications for the Client as part of this Agreement.

11.4 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

11.5 The Service Provide has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Client.

11.6 The Service Provider shall duly intimate to the Client immediately, the changes, if any in the constitution of the Service Provider.

11.7 The Services and products provided by the Service Provider to the Client do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party. The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Client as when requested.

11.8 The Service Provider acknowledges that the performance of Services shall be subject to the applicable laws and rules as laid down by the industry bodies like Advertising Agencies Association of India ("AAAI"), Indian Broadcasting Federation ("IBF"), Indian Outdoor Advertising Association ("IOAA"), Indian Newspaper Society ("INS"), Prasar Bharati -



Doordarshan (“DD”), Internet & Mobile Association of India (“IAMAI”), All India Radio (“AIR”) and the rules laid down by the Joint Working Committee of AAAI-IBF and AAAI-INS.

## 12. INDEMNIFICATION AND INSURANCE.

- 12.1 Client agrees to defend and indemnify the Service Provider against any loss or expenses, including reasonable attorney’s fees and costs, that Service Provider may sustain as the result of any claim, suit or proceeding brought or threatened against Service Provider arising out of assertions made for or regarding Client or Client’s business or products (or services of Client’s competitors) in any advertising which service provider may place for Client with prior approval .
- 12.2 If the material approved by the Client is released to any media etc. or duplicated according to the Clients instructions and then found to contain errors or omissions, the Client shall be liable to pay in full all the media and printing charges and / or duplication charges as the case may be.
- 12.3 The Service provider’s letters/minutes /estimates given for change request or new project from time to time shall form part of this Agreement terms mentioned herein but in the case of any revision of rates by any media and/or suppliers, the Client will reimburse in full the service provider, as per Service provider’s bills, subject to prior approval of such revision by the Client.
- 12.4 Service Provider agrees and hereby keeps the Client indemnified against all direct and actual claims, actions, loss, damages, costs, expenses, charges, including reasonable legal expenses (Attorney, Advocates fees included) which the Client may suffer or incur directly on account ofde any misuse of data /information or deficiency in Services or breach on any obligations mentioned herein, including without limitation of confidentiality obligations, from any acts of commission / omission on the part of employees, agents, representatives or sub-contractors of Service Provider.
- 12.5 Service Provider further undertakes to promptly notify the Client in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Client will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 12.6 The Service provider shall indemnify and keep fully and effectively indemnified the Client against any fine or penalty levied on the Client for improper payment of tax for the reasons solely attributable to the Service Provider.
- 12.7 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Client shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work. Nothing contained in this Agreement shall impair the Client's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.
- 12.8 The Party entitled to an indemnity under this Agreement shall take all reasonable steps to mitigate the applicable cost, expenses, charges, damages, claims or actions.



### 13. LIMITATION OF LIABILITY.

- 13.1 For breach of any obligation mentioned in this Agreement, in no event shall the Service Provider be held liable for damages to the Client arising under or in connection with this Agreement for an amount exceeding the total amount of fees paid to the Service Provider.
- 13.2 Service provider will ensure Client's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Client's related information to the extent of loss so caused and solely attributable to the Service Provider.
- 13.3 The limitations set forth in this Agreement shall not apply with respect to:
- damage(s) occasioned by the gross negligence or wilful misconduct of Service Provider,
  - Loss/Damages suffered by the Client due to Non-Compliance of Statutory or Regulatory Guidelines by Service Provider.
  - When a dispute is settled by the court of law/tribunals in India.
- 13.4 To the maximum extent permitted by law, neither party shall be liable to the other for any:
- loss of actual or anticipated income;
  - loss of actual or anticipated profits;
  - loss of contracts; or
  - special, indirect or consequential loss or damage of any kind,

howsoever arising in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, breach of data privacy laws and including under the indemnity obligations under this Agreement.

### 14. TERM AND TERMINATION.

- 14.1 This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years, unless terminated earlier pursuant to this Clause.
- 14.2 The Parties may extend the term for a period and upon such terms and conditions as mutually agreed between the Parties.
- 14.3 Either Party may terminate this Agreement without assigning any reason by giving ninety days written notice.
- 14.4 Upon the termination of this Agreement for any reason whatsoever, the Service Provider shall:
- complete all pending work/projects/assignments.
  - return all Client's documents or materials or Client's Property of any nature in the Service Provider's possession.
  - Will handover of the copies, originals, deliverables shall be performed only after the Client makes payment of the fees to the Service Provider, all ramp-down cost associated under this Agreement and the payment will be due immediately.
- 14.5 The Client may, at any time, terminate the Agreement by giving written notice to the Service Provider, if the Service Provider becomes Bankrupt or Insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.



#### 14.6 Termination for Default

The Client may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- a. If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Client;
- b. If Service Provider fails to perform any other obligation(s) under the Agreement;
- c. Violations of any terms and conditions stipulated in the Agreement;
- d. On happening of any termination event mentioned in the Agreement.

Prior to providing a written notice of termination to Service Provider under this Agreement the Client shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Client shall have right to initiate action in accordance with above clause.

14.7 In the event when the Client terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Client may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

14.8 The Client's right to terminate the Agreement will be in addition to the penalties / liquidated damages and other actions as specified herein.

#### 15. TRANSITION REQUIREMENT

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Client at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Client shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Client, at no extra cost to the Client, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Client or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the fees payable to the Service Provider on demand to the Client, which may be settled from the payment of invoices.

#### 16. ANTI-BRIBERY

Each party warrants and undertakes that:

16.1 it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 of India ("Relevant Requirements");



16.2 and it has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

**17. GENERAL PROVISIONS.**

17.1 Except as otherwise stated herein, all notices shall be made in writing and delivered by overnight courier, mailed, postage prepaid, or sent by facsimile with confirmation of transmission to the addresses set forth above.

**17.2 Stamp Duty**

The Stamp Duty payable on this Agreement will be borne by the parties equally.

17.3 The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or Subcontractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Client. The Service Provider at Client's discretion shall co-operate with the Client in case on any contingency.

17.4 Either Parties can not directly or indirectly assign this Agreement or delegate any of its rights or obligations herein without the other party's written consent. However, Service Provider shall be entitled to appoint Sub-contractors to perform the services under this Agreement, provided Sub-Contractor shall at all times be in control of the Service Provider and Service Provider shall be responsible for performance of the services by such Sub-contractors.

17.5 Each Party (including its officer, staff, employee) agree that they shall not without the prior written consent of the other Party, entice, solicit or seek to entice or solicit directly or indirectly offer employment or employ any of the other Party's employees in any capacity including as director, partner, employee, consultant whether for consideration or otherwise during the period of the Agreement and for a period of one (1) year after the expiry or termination of the Agreement. Each Party also agree that they shall not refer the employee of the other Party for employment to a third party.

17.6 Force Majeure: If due to war, strikes, lockouts, fire, blockade, riots, floods, natural calamities, acts of God, epidemic, pandemic, government sanctions or other obstacles or unforeseen circumstances beyond its control, The Either Party is unable to perform its obligations under this Agreement in the manner and time as mutually agreed, then such Party shall not be held responsible for any loss or damage which may be caused or sustained as a consequence. And if such situations continue beyond 30 days, either Parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

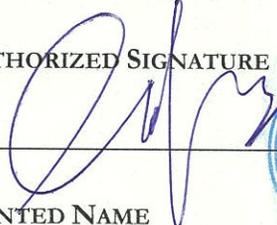
17.7 Service Provider will display its design credit on the website with the display of its fish logo at the bottom of every web page created by the Service Provider hyper linked to [www.bcwebwise.com](http://www.bcwebwise.com). Service Provider and its assignees and subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.



- 17.8 This Agreement will be governed and construed in accordance with the laws of India. Both Parties agree to submit to the exclusive jurisdiction of Courts at Mumbai, India. Each Party shall pay for their attorneys' fees and costs.
- 17.9 In case of any disputes or differences whatsoever arising between the Parties out of or in connection with this Agreement, the Parties shall endeavour to amicably settle the same by mutual discussions and negotiations. If however, the Parties are not able to solve them amicably within 15 (Fifteen) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the nature of dispute, the Parties shall refer the dispute to a panel of Higher Management (comprising of respective General Manager or officer of similar rank of each Party) for resolution and in case the Higher Management is unable to settle the disputes/ differences within 30 days from the date of dispute or difference being referred to them, the disputes / differences shall be finally referred to the exclusive jurisdiction in the courts at Mumbai only. Nothing in this clause shall prevent the Parties from directly approaching the competent courts for injunctive and interim reliefs in case of any disputes, claims or differences arising out of or in connection with this Agreement.
- 17.10 The Service Provider will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Agreement and the attached SOW. LICHFL may assist the Service Provider in this regard, wherever possible.
- 17.11 Fee/commission for executing various ads/campaigns/contests would be a part of retainership. There will not be any extra fee/commission for this, unless as agreed by the Parties in writing. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by LICHFL subject to prior approval.
- 17.12 This Agreement and exhibit constitute the entire Agreement between the Parties and supersedes all prior agreements. This Agreement may only be amended by a writing signed by the Parties. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the Parties agree that the remaining provisions shall be deemed in full force and effect as if such provision had never been contained herein. Any waiver by either Party of any breach of this Agreement shall not be construed to be a continuing waiver of any subsequent breach on the part of the other Party. The provisions of the exhibit shall control if there is a conflict between the Agreement and an exhibit.
- 17.13 The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement. This Agreement, including all applicable exhibits may be executed in counterparts, each of which will be deemed an original. Each Party is fully responsible for ensuring that the person signing on that Party's behalf has the requisite legal authority to do so.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

AGREED TO AND ACCEPTED BY:	AGREED TO AND ACCEPTED BY:
<p><b>SERVICE PROVIDER:</b></p> <p><b>By: <u>BC Web Wise Pvt Ltd</u></b></p> <p><b>AUTHORIZED SIGNATURE</b> </p> <p><b>PRINTED NAME</b> <u>CHAAYA BARADHWAAJ</u></p> <p><b>TITLE</b> <u>FOUNDER - MD</u></p> <p><b>DATE :</b></p>	<p><b>CLIENT:</b></p> <p><b>By: <u>LIC Housing Finance Limited</u></b></p> <p><b>AUTHORIZED SIGNATURE</b> </p> <p><b>PRINTED NAME</b> <u>A GOPA KUMAR</u></p> <p><b>TITLE</b> <u>JOINT GENERAL MANAGER</u></p> <p><b>DATE</b></p>



**Exhibit A**  
**Statement of Work No. 1**

This **STATEMENT OF WORK NO.1** (this “**SOW**”) is a SOW under the Master Services Agreement dated as of **1<sup>st</sup> July, 2024** between BC Web Wise Private Limited (“**Service Provider**”) **LIC Housing Finance Limited** (“**Client**”) (the “**Agreement**”), and is effective as of the last date signed below (the “**SOW Effective Date**”). Capitalized terms used in this SOW but not defined herein shall have the meanings given in the Agreement. All Statements of Work and purchase orders shall be subject to and governed by the Agreement.

1. **SERVICES.** The Service Provider will perform the following Services under this SOW:

**Overview Commercials- Social Media Management, SEO ,  
ORM and Media**

Sr.No.	Particulars	Monthly Cost (in INR)
1	Social Media Management	190,000
2	SEO	90,000
3	Online Reputation Management	50,000
	Total	3,30,000
4	Add: Media commission on total spends (Only Google & Meta ads)	5%

Note : Branding media fee will be commission based on spends as detailed in media sheet.

2. **DELIVERABLES AND SCHEDULE.** The Service Provider will furnish the following Deliverables



### 1.Social Media Management

S No.	Particulars	Monthly Cost (in INR)
1	<b>Planning &amp; Strategy:</b> Design a communications & promotional strategy plan that builds on the strategic priorities Tracking competition and adopting best practices. Suggesting new features & engagement methods. Campaign planning by supporting events and campaigns through organic social campaigns designed to generate awareness	1,90,000
2	<b>Social Media Management:</b> Posts conceptualization and Creation Upto 20 posts (mix of Static, GIFs/Micro videos) 12 static, 5 GIFs/micro video, 3 Reels	
3	<b>Analysis and Reporting -</b> Look at insights provided by the social domains and tracking performance, using social mention tools and looking at overall social scores for the brand, looking at competitive landscape, analysing, reporting. Monthly performance report to the Client on the effectiveness of the social media strategy.	
4	<b>Account Management -</b> Day to day Account planning and servicing to make sure the deliverables are met	

**Notes:**

*Costs do not include cost for photographs that need to be outsourced (Shoots) or needs to be clicked; creation of videos for youtube channel*

*Client to share content relevant to brand for social share including photographs and videos where applicable*

*Cost do not include, Live coverage of events – content creation, adding photos, uploading videos, posting content, album creation and posting, monitoring comments and responses*

*Resources are made available and allocated in advance for retainer project, any non utilization of monthly scope will not be carry forwarded to the next month.*

*Campaigns will be charged additional*

*Response Time allocation: Working Hours: Monday - Friday 10.30am - 7PM / In a day 2 hrs*

<b>II SEO Recommendations &amp; Commercials</b>
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Commercials	Monthly Count	Monthly Cost
SEO Monthly Retainer	80 Keywords	INR 90,000
SEO Off page Content Creation Cost	8	Included in Retainer
SEO Off page Syndication	8	Included in Retainer
Quora Content Creation & Posting	7	Included in Retainer
Free Article Submission	7	Included in Retainer

### ***Assumptions***

Higher Authority Paid SEO Backlinks will be used as per actuals + 15% agency commission and will be used only if the SEO Expert finds the need from time to time during the optimization process, and has taken prior approval of the Client for the same

Cost of Paid Tools for Audit and performance tracking are shared among BCWW clients and not exclusive any one client. Hence access to the same will not be shared.

### ***Exclusions***

*SEO content creation cost is not included in the proposal and it will be charged extra as per the content requirement*

<b>III ORM Monthly Retainer</b>		
Sr. No	Activities - Scope of work	Monthly Costing (in INR)
1)	<b>Response Management (manually)</b> on FB, Instagram, Twitter and YouTube, Consumer Forum and App. Responding to queries, feedback and complaints and maintaining the page hygiene.	40,000
	<b>Resources -&gt;</b>	<b>2 resource</b>
	<b>Estimated Number of Monthly Responses -&gt;</b>	<b>800 responses</b>
	<b>Response Management TAT on (First Level Response) -&gt;</b>	15 Minute
	<b>Daily Negative escalation</b> within TAT via E-mail or Live Google Sheets of any high-risk cases.	Yes



2)	Seeding positive reviews on Google App and iSO to increase positive ratings. (15 reviews / Month)	10,000
<b>Total Monthly Retainer (INR)</b>		<b>50,000</b>

#### Notes

Commercials are as per the number of mentions to be responded on Social Media sites and Tool 1 capability mentioned in the respective plans.

2 Response Management TAT will be defined on the 1st level response

3 Services will be provided 5 days of the week (Excluding Public Holidays) 10 AM to 7 PM shift

ORM team cannot guarantee the number of reviews to be live and visible as admins of the website reserve the rights to delete comments.

#### 3. Creative Rate Card :

The following rates will be applicable for work done outside the scope of work under retainer

Sr.No.	Deliverable	Unit	Rate
<b>A Banner Creation</b>			
1	Standard HTML banners (New Concept - Master)	Per banner	16500
2	Standard HTML banners (Existing concept - Master)	Per banner	10000
3	Standard HTML banners (Adaptations without new concept)	Per banner	6000
4	Large format – Site capture/Takeovers	Per banner	21000
5	Innovations - Basis Efforts on scope	Per banner	Basis scope
6	Remarketing Master Banner requiring modified communication	Per banner	12000
<b>B Facebook</b>			
1	Standard Post Creation	Per post	10000
2	Standard GIF Post Creation	Per post	12000
3	Animated Post Creation (Standard)	Per post	21000
4	Animated Post Creation (Advanced)	Per post	30000
5	Carousals	Per carousal	21000
6	Canvas ad (With Innovation)	Per ad	Basis scope

Master Services Agreement

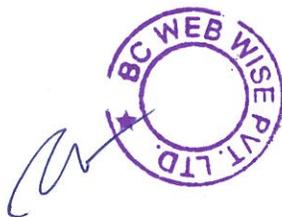
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7	Canvas ad (Without Innovation)	Per ad	21000
<b>C E-mailers</b>			
1	Emailers designing and HTML with content writing	Per emailer	16500
2	Emailers designing and HTML without content writing	Per emailer	12000
<b>D Text Ads</b>			
1	Text ad copy	Per ad	750
<b>E Videos</b>			
E		Per video	Basis scope
<b>F Landing pages</b>			
1	Campaign Landing page (Standard)	Per page	21000
2	Campaign Landing page (With GIFs/Carousals/Animations)	Per page	37000
<b>G Analytics Code Placement</b>			
1	Google Tag manager + GA + Heat map + FB + Goal conversion	Per Landing Page	21000
<b>H Campaign conceptualization</b>			
H	Campaign conceptualization	Per Concept	100000

**Note:**

Non- conventional banners, tech work, campaign creative conceptualization, planning and management and other work not listed in above sheet will be charged as per efforts and mutual agreement.



**Exhibit – B**

Consideration and Payment terms :

4.1 In consideration of the Service Provider's Services under this Agreement, the Client shall pay to the Service Provider the fees as specified below:

- a. A sum of Rs.3,30,000/- p.m. (Rupees Three Lakh Thirty Thousand Only) plus tax as monthly retainer fees shall be paid to the Service Provider, on monthly basis in advance., on or before the 1st day of the activity month.

Media Buying cost plus commission and tax on monthly media spent, shall be paid to the service provider as 100% in advance on or before booking the campaigns.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

AGREED TO AND ACCEPTED BY:	AGREED TO AND ACCEPTED BY:
<p><b>SERVICE PROVIDER:</b></p> <p><b>By: <u>BC Web Wise Pvt Ltd</u></b></p> <p><b>AUTHORIZED SIGNATURE</b> </p> <p><b>PRINTED NAME</b> <u>CHAAAYA BARADHWAAJ</u></p> <p><b>TITLE</b> <u>FOUNDER - MD</u></p> <p><b>DATE :</b></p>	<p><b>CLIENT:</b></p> <p><b>By: <u>LIC Housing Finance Limited</u></b></p> <p><b>AUTHORIZED SIGNATURE</b> </p> <p><b>PRINTED NAME</b> <u>A GOPA KUMAR</u></p> <p><b>TITLE</b> <u>JOINT GENERAL MANAGER</u></p> <p><b>DATE</b></p>