

**STANDARD TERMS AND CONDITIONS FOR PURCHASE**

1. **GENERAL:** Vendor has to sign, date and stamp, copy of the Purchase Order as a token of his acceptance in entirety and return the same to HCL entity issuing the Purchase Order (“hereinafter referred to as “HCL”) within ten days, else the same will be deemed to have been accepted and will become legally binding on either party upon Vendor’s supply of goods or services to HCL. By accepting this Purchase Order, and/or performing hereunder, Vendor agrees to comply fully with the terms and conditions of purchase set forth in this document (“Agreement”). Acceptance of this Purchase Order is expressly limited to the terms and conditions of this Purchase Order and none of the Vendor’s terms and conditions shall apply. Vendor may not deliver goods or services under reservation. The term “Purchase Order” as used herein means the first and continuation pages of completed Purchase Order form, including any special provisions contained therein (herein after called “Purchase Order” or “PO”).
2. **PRICE:** This is a firm price order. Unless otherwise specified in writing by HCL, price mentioned in this PO is firm and no price variation on any account will be allowed. Unless otherwise specified the prices include all kind of taxes, duties, levies, transit insurance, insurance coverage for storage, testing and commissioning if any, etc.
3. **TIME OF DELIVERY:** Time of delivery is of the essence of this PO. If the delivery date shown above cannot be met, the Vendor shall inform HCL immediately. In such an event, HCL may at its sole discretion terminate the PO and/or demand damages as per the liquidated damages clause below for every day of delay. HCL may at its discretion also procure goods or services from alternate vendors at its discretion and Vendor shall be responsible for all the expenses incurred by HCL in that behalf with respect to the alternate vendor. Such notification shall not, however, constitute a change to the delivery terms of this PO except as the PO may be modified in writing by HCL. Back orders or partial deliveries are not acceptable without HCL approval.
4. **PACKAGING, PACKING LIST, BILL OF LADING AND INVOICE:** In case of material, Vendor shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. HCL's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. The description of goods or services in the invoice and other shipping documents shall be identical to the description contained in the PO.
5. **TITLE, RISK OF LOSS:** Title shall pass to HCL upon HCL’s receipt of goods at destination. Risk of loss of all goods shall remain in Vendor until receipt by HCL at destination, unless otherwise specified in this PO.
6. **INSPECTION:** All goods and services furnished hereunder will be subject to inspection and test by HCL at all times and places and will be subject to HCL's final inspection and approval within a reasonable time after delivery. HCL may reject goods and services not in accordance with HCL’s instructions, specifications, drawings, data, or Vendor’s warranty (expressed or implied), or for untimely delivery. HCL may return rejected goods to Vendor at Vendor's expense and HCL shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall HCL incur any liability for payment for rejected goods or services.
7. **EXTRA CHARGES:** No extra charges for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by HCL. All goods must be forwarded in accordance with HCL's shipping instructions; otherwise the difference in freight rate will be charged to Vendor.

8. **SUBSTITUTIONS:** No substitution of materials or accessories may be made without written permission from HCL.
9. **TERMS OF PAYMENT AND TAXES:**
- a. Invoices shall be dated no earlier than date of shipment or delivery of goods or services. HCL will pay invoices within 90 days of receipt of invoice from the Vendor or the time period as mentioned in payment terms of this PO, whichever is earlier. The invoice shall mention required delivery date, date of acceptance, or the days within which any applicable discrepancy is to be resolved.
  - b. If payment is to be made against letter of credit then, all bank charges and stamp duties payable in connection with payments to be made under the PO shall be borne by the Vendor. All payments will be made subject to any deductions or withholding (whether in respect of tax or otherwise) as required by law.
  - c. The Parties agree that the Vendor's obligation to render services/provide deliverables as set out under this Agreement/PO shall be valid only till the expiry of Agreement/PO validity date ("Validity Date") and that HCL shall not be liable to make any payments as may be claimed by the vendor for services/deliverables provided by the Vendor beyond this Validity Date. The Parties agree that in case services/deliverables are to be delivered beyond the Validity Date then the Vendor should raise a request with HCL to get the revised PO / renewed agreement issued from HCL in its favour 45 days prior to the Validity Date.
  - d. The Parties further agree that Vendor shall raise and submit the invoice(s) for the Services delivered to HCL within 60 days from the date of delivery or acceptance (as applicable) of Services, failing which HCL will not be liable to consider the same for payment. The Vendor shall mention the purchase order/contract release order ('PO'/'CRO') number, date or the period Services were performed, brief description of the Services performed, invoiced amount and HCL's relevant legal entity address, in the invoice(s) and shall not deliver any services to HCL without receipt of a valid PO/CRO from HCL.
  - e. The Vendor agrees to indemnify HCL against any loss that HCL may suffer for not being able to claim input tax credit / credit of indirect taxes including VAT, Cess & Sales Tax (as applicable) for reasons attributable to the Vendor including Vendor's failure to submit the invoices within aforesaid timeline or Vendor delays / fails to deposit taxes and file returns with appropriate authority.
  - f. The Vendor shall itemize value added taxes and/or such other similar applicable taxes in all the invoices and same are payable by HCL only if HCL PO clearly identifies them as being payable. All taxes shall be identified on the invoice in the currency for payments of fees/ charges and equivalent local currency.
  - g. Invoice Process for Global Vendors: Unless the PO specifies other invoicing instructions, Vendor shall email invoices directly to [GEOAP@HCL.COM](mailto:GEOAP@HCL.COM) as a scanned document that includes the applicable HCL PO number on the invoice.
  - h. The discount/credit period begins only upon receipt of correct invoices at HCL's vendor portal/ billing address, as mentioned hereinabove or the date any applicable discrepancy in such duly submitted invoice is resolved and the invoice is accepted, whichever date is later.
  - i. HCL shall have the right to withhold any payment that it disputes in good faith. The parties shall use their reasonable commercial efforts to cooperatively and expediently resolve any such dispute on reasonable terms and promptly settle, reimburse or pay the other party any outstanding amounts as resolved in writing by the parties.
  - j. The contents of this clause shall be firm unless otherwise specified.
10. **WARRANTY:** By accepting this PO, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with HCL's specifications, drawings, and data, and that such goods and services will be fit for the HCL's intended use, and that Vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon HCL's request, Vendor shall furnish HCL with a formal waiver or release of all liens by suppliers. Notwithstanding anything to the contrary in this Agreement or any SOW, if any such lien is filed, Vendor shall cause them to be promptly released, canceled or bonded as that the goods and services are free from any claim of lien.

Vendor represents that, prior to commencement of the services under this PO, it will, at its own cost, carry out a thorough background check on its resources deployed to perform services under this PO, to the extent allowed by applicable laws and upon request anytime thereafter, Vendor shall provide written certification to HCL that the background checks have been completed and that there are no adverse findings for any such Vendor resource.

Vendor further represents and undertakes that the goods are not stolen items, and the Vendor has full rights to transfer/sell the goods to HCL under the order. Further the Vendor shall keep HCL indemnified and harmless against any liability, loss, or cost arising from a breach of any of the above representations.

Vendor will comply with all applicable export control laws, rules, and regulations, including applicable laws of Germany on export control in relation to performance of services or delivery of goods.

Vendor warrants and represents that the goods are free from any lawful claims of any description of all persons and governments, including, but not limited to any trade names, trademarks, copyrights, patents or other intellectual property rights. Vendor further warrants that the goods are new, shall meet and conform to this PO, shall meet manufacturer's specifications, shall not be less than merchantable and fit for the particular purpose (s) known by or disclosed to Vendor as applicable thereto. All manufacturers' warranties shall be passed on to HCL. If requested by HCL, Vendor shall furnish satisfactory evidence as to the kind and quality of goods furnished under this PO. Vendor warrants that it is a seller in the ordinary course of goods of the kind contemplated by this PO.

The goods and/or services shall meet and comply with all applicable laws including all state, local and other laws, ordinances, codes, regulations, orders, and agency or industry standards.

All aspects of the goods, including without limitation, the mechanical, electrical and structural systems thereof and the performance capabilities thereof, will be adequate to meet the express requirements of HCL, including but not limited to the HCL Specifications and the design criteria set forth in this PO.

In the event that the goods or any portion thereof are not in compliance with any laws or are otherwise defective hereunder, HCL may (without limitation or exclusion of any other right of HCL) return the defective goods to Vendor, who will refund the entire fees to HCL. Vendor may (at HCL's option) repair, correct or replace the defective goods at its cost and expense. If HCL prefers to accept defective or non-conforming goods, it may do so instead of requiring correction / replacement of goods, in which case this PO will be adjusted to reflect a reduction in the total price as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

In the event re-performance does not remedy Vendor's unsatisfactory performance, HCL reserves the right to procure substitute services/goods from another source or sources and to charge Vendor (directly or via set-off) with the costs thereof. HCL also reserves the right to charge Vendor for its direct and indirect costs occasioned by Vendor's breach of warranties under section 10, including excess re-procurement costs, delay damages, costs incurred in payments made to HCL's customers, and other costs, fees, expenses, and interest directly or indirectly attributable to Vendor's breach. Nothing contained in the Section 10 shall be construed to limit the remedies available to HCL at law or in equity.

11. NO QUANTITY GUARANTEES: HCL makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or amount of goods or services will be procured through the PO.

12. **NON ASSIGNMENT CLAUSE:** This PO shall be entered into and be binding upon the successors of the parties. Vendor may not assign or subcontract this PO and/or any supplemental purchase order without the prior written consent of HCL. Any attempt to assign or subcontract this PO without the written consent of HCL is null and void.

13. **DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS -** All drawings, reports, results, deliverables, opinions, analyses, findings, conclusions, recommendations, summaries, literatures and other communications by Vendor in connection with the services performed under this PO (the “Deliverables”) shall be communicated to the authorized personnel, so designated by HCL. With the exception of any pre-existing intellectual property rights of the Vendor or any other third party, specifically identified in the PO (“Third-Party IPR”), HCL shall have and retain all intellectual property rights to the Deliverables, whether or not patentable, and Vendor agrees that any Services, Deliverables and other work that may be performed for HCL (the “Work”) shall be considered “works made for hire” and all intellectual and industrial property rights and Confidential Information, whether or not subject to statutory protection, in or arising from such Work (including, without limitation, the right to create other works and products derivative therefrom) shall belong exclusively to HCL. Vendor shall not use any Deliverables or Work for any purpose other than providing services to HCL under this PO nor shall it disclose same to any third party without the prior written approval of HCL. Vendor warrants and agrees that HCL has an irrevocable, perpetual, world-wide, fully paidup, transferable license to use any Third-Party IPR.

14. **INDEMNIFICATION CLAUSE:** Vendor shall defend, indemnify and hold harmless, at its own expense, HCL, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorney’s fees, arising out of, or resulting from:

- (i) any acts or omissions of the Vendor or its agents, employees in the execution or performance of this PO,
- (ii) Vendor’s breach of warranties given under this PO or of applicable laws or confidentiality obligations,
- (iii) infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor,
- (iv) claims received from government authorities, tax authorities, labour law related claims owing to Vendor’s employees’ salaries, benefits etc. or any other claims of statutory nature.

HCL will provide reasonable assistance in the defense of such claims if so requested by the Vendor.

15. **CONFIDENTIALITY CLAUSE:** Unless otherwise agreed by HCL in writing, Vendor shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by HCL to Vendor in connection with Vendor’s performance of this PO or prepared by Vendor specifically for HCL pursuant to this PO, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information (“Confidential Information”). Vendor shall not make any copies of Confidential Information except as specifically authorized by HCL in writing. At the completion of this PO, or upon HCL’s request, Vendor shall promptly return to HCL all Confidential Information not consumed in the performance of this PO, together with any copies in Vendor’s possession. Vendor shall use Confidential Information solely for Vendors performance of this PO for HCL, and Vendor shall not, without HCL’s written consent, directly or indirectly use Confidential Information or information derived there from in performing services or providing goods for any other customer of Vendor, or any other person or entity.

16. **CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):** If required and so mentioned by HCL in writing, the Vendor, shall within fifteen days of the receipt of this PO, will be required to submit contract cum performance bank guarantee in the form of performance bond. The validity of Contract-cum-Performance Bank Guarantee shall be for 120 days beyond guarantee/warranty period of the goods supplied, for 10% value of PO and shall be further valid for the duration of the PO or till such date HCL provides its written clearance in case the Vendor is providing services.

17. **LIMITATION OF LIABILITY:** In no event shall HCL's total aggregate liability under this Agreement exceed the amount of unpaid fees and expenses payable under this Agreement to Vendor in respect of services already rendered, even if HCL is advised of possibility of such damages. In no event shall either Party be liable with respect to its obligations under or arising out of this Agreement for indirect, incidental, special, punitive or consequential damages.

18. **INVALID TERM OR CONDITION:** If any term or condition of this PO shall be held invalid or unenforceable, the remainder of this PO shall not be affected and shall be valid and enforceable.

19. **GOVERNING LAW:** This PO shall be governed and construed in accordance with the laws of the country in which the HCL entity issuing this PO is incorporated.

20. **ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION:** In the event of any dispute arising out of or in respect of this PO, authorized representatives of both the parties shall attempt to resolve such dispute with thirty (30) days of either of the party giving notice in writing to the other party of such dispute. All disputes arising out of or in connection with this PO, which cannot be resolved amicably as mentioned above, shall be finally settled exclusively by arbitration. The Arbitration Tribunal shall comprise of three arbitrators, one each to be appointed by both the parties and the third arbitrator shall be jointly appointed by the arbitrators so appointed. The language of the arbitration proceedings shall be English. The decision of the arbitrators shall be final and binding upon the parties. The venue of the arbitration shall be the country in which the dispute has arisen. The arbitration rules and the venue for arbitration for disputes arising in respective jurisdictions shall be as mentioned hereunder.

1. Disputes arising in America shall be referred to and governed as per Rules of American Arbitration Association. The venue of Arbitration shall be New York.

2. Disputes arising in Europe shall be referred to and governed as per Arbitration Rules of the London Court of International Arbitration ("LCIA"). The venue of Arbitration shall be London.

3. Disputes arising in APAC shall be referred to and governed as per Arbitration Rules of the Singapore International Arbitration Centre ("SIAC"). The venue of Arbitration shall be Singapore.

4. Disputes arising in rest of the world shall be referred to and governed as per Arbitration Rules of Arbitration of the International Chamber of Commerce ("ICC").

21. **MODIFICATION OF PURCHASE ORDER TERMS AND/OR AMENDMENTS:** The PO may only be modified or amended upon mutual written agreement of HCL and Vendor. Additional terms and conditions, which do not conflict with the PO, may be stated within the supplemental PO issued by HCL and given effect. Changes, modifications, waivers, additions or amendments to the terms and conditions of this PO shall be binding on HCL only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of HCL.

22. **LIQUIDATED DAMAGES CLAUSE:** The material is to be supplied as per the schedule given in the PO. The Vendor will have to pay to HCL by way of liquidated damages and not as penalty, an amount equal to ½ % (one half percent) of the PO price of the material so delayed for each week of such delay in delivery subject to a maximum of 5% (five percent) of such price. The Vendor if providing services under this PO, shall be liable for service credits as mentioned in the PO, for any deviation from the service levels prescribed for the services to be provided by the Vendor.

23. **FORCE MAJEURE:** HCL or Vendor may be excused from performance under this PO for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order or any other event beyond the reasonable control of either party ("force majeure event"), provided that the party experiencing the event of force majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the

event of force majeure. The party suffering an event of force majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such nonperformance shall not be deemed to be in default during the continuance of such inability. Vendor shall, however, promptly use its best efforts to remedy the cause or causes preventing Vendor from carrying out his/her duties and obligations hereunder. In the event that a force majeure event remains un-remedied, or if Vendor is unable to recommence delivery of goods or performance of the services within fifteen (15) days of any force majeure event, HCL may terminate this Agreement with immediate effect without any liability of any kind. In addition, if HCL determines in good faith that continuing with the Agreement during the existence of a force majeure event (e.g., an epidemic) could place its employees' health at risk, HCL may, upon notice to Vendor, terminate this Agreement, without liability of any kind.

24. **TERM:** This PO will be valid for the contract period mentioned in the PO and will **NOT** auto-renew unless HCL has issued a specific new PO to the Vendor for the renewal term.

25. **TERMINATION FOR CONVENIENCE:** HCL may terminate this PO, in whole or in part, by giving the Vendor fourteen (14) days written notice. Vendor shall not have the right to terminate for convenience under this PO.

26. **TERMINATION FOR CAUSE:** Either HCL or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this PO arising here under. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this PO.

27. **HCL RIGHTS UNDER TERMINATION:** In the event this PO expires or is terminated for any reason, HCL shall retain its rights under the PO issued with respect to all goods or services ordered and accepted prior to the effective termination date, but no new supplementary purchase orders may be issued to the Vendor.

28. **VENDOR RIGHTS UNDER TERMINATION:** In the event this PO expires or is terminated for any reason, a Vendor will receive all amounts due for goods or services ordered and delivered to HCL prior to such termination and accepted by HCL.

29. **MISCELLANEOUS:** Where the Vendor is not the OEM, in addition to its own Serial Number & Part Number, Model Number, the Vendor should also state OEM's Serial Number & Part Number, Model Number on Commercial Invoice and Packing list. The Vendor is further required to Identify Part Number/Serial Number/Model Number in a printed or other Form in addition to sticker specifying the Serial Number & Part Number, Model Number on the Physical item.

30. Vendor will promptly provide HCL with such information, documentation and assistance as it may reasonably request in order to comply with any legal requirement or obligation HCL may have in connection with this Agreement, and the provision of goods or services pursuant to it, or to otherwise determine the application of any laws to the provision of any goods or services under or in connection with this Agreement, including but not limited to details of the arrangements pursuant to which any individual involved in the provision of any goods or services is engaged.

31. Vendor undertakes to full comply, and procure that its personnel, staff, employees, agents or subcontractors fully comply, with all legal obligations imposed on them as a result of or in connection with the provision of any goods or services pursuant to this Agreement.

32. Vendor undertakes and warrants that any information or documentation provided to HCL under section 30 above will be true, complete and accurate in all respects and shall promptly inform HCL of any material change to the same, and Vendor shall indemnify and keep indemnified HCL against any liability, loss, damage, cost, claim or expense HCL suffers or incurs as a result of any breach of such undertaking and warranty or otherwise as a result of any failure to fully comply with, or any breach of, sections 30 and 31 above.

33. Vendor shall be and remain exclusively responsible for its and the personnel's acts and omissions and shall at its own expense maintain full insurance under any applicable legislation and shall be responsible for payment of salaries, providing employment related benefits, social security, Insurance contributions, other statutory dues and social benefits with respect to Personnel and staff of the Vendor under the laws of any jurisdiction where this Agreement is performed.

34. Vendor shall indemnify and keep indemnified HCL against any liability, loss, damage, cost, claim or expense HCL suffers or incurs as a result of any claims against HCL as a result of or in connection with the failure by the Vendor to comply with section 33 above or otherwise in connection with its personnel, staff, employees, agents or subcontractors being found to be an employee (for any purpose) of HCL (including, without limitation, any claims against HCL for income tax, employee social security contributions, employer social security contributions and, in each case, any related interest and penalties, required by law to be paid or accounted for in respect of any payments made to the Vendor under or in connection with this Agreement or otherwise in connection with any goods or services provided under or in connection with this Agreement, provided this indemnity shall not apply in respect of any amount(s) if and to the extent recovery of the same under this indemnity is prohibited by law or in respect of any amount(s) if and to the extent HCL has already deducted or withheld the same from any payment(s) to the Vendor.

35. ANTI-BRIBERY & ANTI-CORRUPTION: Vendor shall maintain in place its own policies and procedures which will be equal to or better than HCL's Anti-Bribery and Anti-Corruption Policy and Code of Business Ethics and Conduct Policy given in HCL website <http://www.hcltech.com/investors/governance-policies> ("ABAC and COBEC Policies") and will ensure that the persons and parties associated with Vendor will comply and are not in violation of ABAC and COBEC Policies. No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by the Vendor or any of directors, senior executives, offices or other employees (whether permanent, fixed-term or temporary), consultants, or agents (such personnel, collectively, "Executive(s)") of the Vendor to (a) **any government officials** or members of their immediate families on behalf of HCL with a view towards securing a favorable treatment for HCL or (b) to any HCL Executive or members of their immediate families with a view towards securing a favorable treatment from HCL. Failure to comply with the provisions of this section shall constitute a material breach. Upon such failure, notwithstanding any other provisions, HCL shall have a right to terminate this PO immediately without any notice or cure period. In addition, the Vendor shall indemnify, defend and hold harmless HCL, HCL affiliates and its and their officers, directors, partners, employees and agents (collectively 'HCL parties') from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation) or other proceedings or of any claim, default or assessment suffered, incurred or sustained by any of the HCL parties or to which any of the HCL parties become subject, resulting from, arising out of or relating to the Vendor's breach of this section.

36. ANTI-SLAVERY - The Vendor represents, warrants and undertakes that it conducts and will conduct its business in a manner that is consistent with the applicable Anti-Slavery laws. The Vendor undertakes not to avail any services / deliverables from Vendors of a country where forced labour is permitted and shall implement due diligence procedures for its sub-contractors and Vendors, to ensure that there is no slavery or human trafficking in its supply chains. It shall provide complete and accurate information to any queries

raised by HCL with respect to Vendor’s compliance with slavery and human trafficking provisions under applicable laws. The Vendor shall notify the HCL as soon as it becomes aware of any breach, or potential breach, of the Anti-Slavery laws; or any actual or suspected slavery or human trafficking in a supply chain which has a connection with its deliverables under the Agreement. The Vendor shall maintain a complete set of records to trace the supply chain of all deliverables provided to the HCL in connection with this agreement; implement annual audits for itself and its subcontractors/Vendors either directly or through a third party auditor. The Vendor shall provide requisite training to its employees, Vendors and subcontractors to ensure compliance with the Anti-Slavery laws. The Vendor shall keep the HCL indemnified against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by or awarded against the HCL as a result of any breach of applicable Anti-Slavery laws. The HCL may terminate the agreement with immediate effect by giving written notice to the Vendor if the Vendor is in breach if its obligations mentioned herein or fails to comply with provisions of the applicable Anti-Slavery laws.

37. AUDIT: HCL shall have the right to audit, either directly or through a third party auditor, the Vendor’s records etc. at any time upon reasonable prior written notice for the purposes of ensuring compliance with the terms of this Agreement, all applicable laws including relevant data protection laws, anti-slavery laws and laws pertaining to Vendor’s obligation to provide statute prescribed benefits to its employees. Vendor shall upon HCL’s request at any time and without limiting its obligations hereunder, provide documentation and certification evidencing its compliance with all applicable laws and its obligations stated therein and under the PO. The period of any HCL conducted audit shall be no greater than the twelve (12) months prior to the receipt of notice. However, if such audit uncovers any material non-compliance by the Vendor, HCL reserves the right to further extend the period of audit to encompass any period preceding the initial written notice or any prior agreement(s) executed with the Vendor and the cost of such audit will be borne by the Vendor.

38. HEALTH, SAFETY, ENVIRONMENTAL AND ENERGY REQUIREMENTS - All Vendors performing work and or providing deliverables to HCL under respective agreement executed with HCL, at HCL facilities, shall comply with HCL’s HSE & E Requirements and all applicable laws and government regulations pertaining to Environmental, Energy, Health and Safety standards and/or work practices. Failure to abide by these statutory prescribed obligations may subject you or your firm to be disqualified for future work at HCL and or termination of this Agreement and your existing agreements with HCL.

39. INSURANCE - Vendor shall effect and maintain at its own cost, all applicable insurances as required by law and to cover Vendor’s responsibilities and liabilities under the PO. Nothing contained herein shall serve in any way to limit or waive Vendor’s responsibilities or liabilities under the PO.

40. DATA PRIVACY AND INFORMATION SECURITY – Vendor confirms that it will comply with all applicable laws, statutes, regulation, and codes relating to data privacy and HCL’s Vendor Privacy and Information Security Requirements as available at <https://www.hcltech.com/HCL-vendor-privacy-and-information-securityrequirements#po-specific-privacy-security-terms>.

41. NOTICE OF HCL AMERICA INC.’S FEDERAL SUBCONTRACTOR STATUS (**applicable only for POs issued by HCL America Inc.**) - This letter is to notify you that HCL America, Inc. (“HCLA”) is a federal subcontractor. Accordingly, and as may be applicable to your organization, you might also be a federal subcontractor. Please take notice:

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ**

**and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Further, the contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.**

42. SANCTIONS – Vendor represents, warrants and undertakes that it has complied and will continue to comply with all sanctions[1] and similar laws, regulations and orders applicable to it, and will remain in compliance with all such laws for the duration of this Agreement. Vendor represents that neither the Vendor nor any of its subsidiaries or affiliates nor any of their respective directors, officers, employees, agents or representatives, is a Sanctioned Person[2].

[1] “Sanctions” means all trade, economic and financial sanction laws, regulations, embargoes and restrictive measures administered, enacted or enforced from time to time by (a) the United States government (including, without limitation, the U.S. Department of Treasury and the Office of Foreign Assets Control); (b) the European Union; (c) the United Nations; (d) Her Majesty’s Treasury of the United Kingdom; or (e) any other similar governmental bodies with regulatory authority over the Vendor from time to time.

[2] “Sanctioned Person” means a person that is at any time (a) the subject of Sanctions (b) located in or organized under the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria or the Crimea region); or (c) owned 50% or more, or controlled by, any of the foregoing.

43. VENDOR CHECK AND VERIFICATION - Vendor is mandatorily required to participate in checks, assessments and verification as may be conducted by HCL (“VDD/VRM”) at any time. Vendor hereby agrees to complete all remedial action points mentioned in the VDD/VRM report by the completion dates mentioned therein, failing which such omission by the Vendor will be considered as a material breach of the Agreement and this PO thereby giving HCL the right to terminate the Agreement and/or PO with immediate effect and without any liability or penalty. HCL may, at its sole discretion permit the Vendor to take all remedial actions as recommended in the VDD/VRM report within the timelines stated in such VDD/VRM report, failing which, HCL may, in addition to its right to terminate the Agreement and/or PO, debar the Vendor from further engagement with HCL empanelment. Further, Vendor shall be responsible for implementing at a minimum the control measures set out in <https://www.hcltech.com/policy/risk-controls> in their organization and environment to ensure data confidentiality, security, integrity and availability of HCL data (including data of HCL’s customers, employees, contractors and related parties). Vendor acknowledges and agrees that HCL may mandatorily require the Vendor to implement additional controls on a case-to-case basis.

44. ENTIRE AGREEMENT - This agreement shall include the PO, these Standard Terms and Conditions, all attachments referred to in the PO or in these Standard Terms and Conditions, the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein.

All other prior or contemporaneous representations, warranties, covenants, or agreements between Vendor and HCL, or their representatives, or any other document forming part of the solicitation of quotes, negotiations & discussions between Vendor and HCL with respect to the subject matter are hereby superseded. If superseded by a specific signed agreement between HCL and Vendor, the terms and conditions of such signed agreement shall prevail over these Standard Terms and Conditions.

---