

Government of National Capital Territory of Delhi

FACTRIKA CLIENT AGREEMENT

This Factrika Client Agreement ("**Agreement**") is made and entered into on this 4th day of Aug, 2026 ("**Effective Date**")

BY AND BETWEEN

UDYOGTECH VENTURES PRIVATE LIMITED, a private limited company registered and incorporated under the provisions of the Companies Act, 2013, having Corporate Identification Number U82990HR2024PTC123024, with its corporate office located at 205, 2nd Floor, Padma Tower II, Rajendra Place, New Delhi 110008 (hereinafter referred to as "**Factrika**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

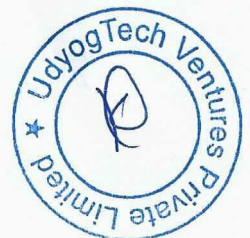
ASAHI INDIA GLASS LIMITED, a limited company registered and incorporated under the provisions of the Companies Act, 2013, having Corporate Identification Number L26102DL1984PLC019542 and having its registered office at A-2/10, 1st Floor, WHS DDA Marble Market, Kirti Nagar, New Delhi, Delhi, India – 110015 and its corporate office at 3rd Floor & 1101-1104, 11th Floor Tower-D, Global Business Park, Mehrauli-Gurgaon Road, Gurgaon-122002 and one of its units located at 94.4 KMS, Delhi –Jaipur Road, Plot No-190 to 190A, At Village Jaliawas Teh. Bawal, Distt- Rewari, Haryana- 123501, duly represented by its Authorised Signatory Mr. Gopal Ganatra, Sr. Executive Director – GRC, CHRO & General Counsel (hereinafter referred to in this agreement as the "**Client**" or "**AIS**" which expression shall, unless excluded by or

repugnant to the subject or context, mean and include its subsidiaries, affiliates, associate, executors, successors and permitted assigns) of the **OTHER PART**;

(The expression "**Factrika**" and "**the Client**" shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS:

- A. Factrika is an online marketplace where Clients and Worker Partners can identify each other to buy and sell Worker Partner Services to meet their temporary workforce needs;
- B. AIS is India's leading integrated glass and window solutions company and a dominant player in both automotive and architectural glass segments. AIS is renowned and acknowledged for its wide range of high-quality glass products, services and standards.
- C. Factrika has also represented to the Client that it holds in its name the required license(s) under the provision of the **Occupational Safety, Health and Working Conditions Code, 2020 (OSH Code)**, the **Bonus act 1965 read with the Payment of Bonus (Amendment) Act, 2015**, the **Payment of Gratuity act 1972 read with the Payment of Gratuity (Amendment) Act, 2018**, **The Code on Wages 2019**, **The Industrial Relations Code 2020**, **The Code on Social Security 2020**, and any other



applicable law in force and assures the Client that it will keep the entire requisite license valid throughout the Term of this Agreement. Factrika has also represented that it is fully skilled and competent and entitled under law to enter into this agreement with the Client for providing specialized services under this Agreement.

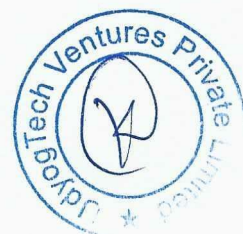
- D. Based on the representation and assurance of Factrika, the Client desirous to engage Factrika to connect Worker Partners to fulfil specific temporary purposes (hereinafter referred as "**Services**"), and Factrika agrees to provide such services as per the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below, unless otherwise expressly stated or required by the context.

- 1.1. "**Confidential Information**" shall mean all information and material including, but not limited to any, tangible, intangible, visual, electronic, present, or future information such as: information or data of a scientific, technical, commercial or financial nature including internal reports, data, invoices and other strategic information disclosed by the Disclosing Party, or which is obtained by the Receiving Party from the Disclosing Party whether in writing, pictorially, in machine readable form, on disc, mail or orally, including the email-ids of the officials of Disclosing party, or by any other means / modes of disclosure and including without limitation any information contained in any written or printed document, hardware, firmware and software, information related to technology and business activities, the Know-how, preparation techniques for the Consumables, manufacturing processes, ideas, (whether patentable or not), insights, products, technology, processes, drawings, , market research studies specifications, programs, models, financial information and projections, formulae, data Including but not limited to customers' names and telephone numbers, know-how, developments, designs, improvements, software programs, marketing plans and strategies, pricing customer, distributor, and supplier lists with other details, Sale Summary Reports, third party confidential information, information about subsidiaries, affiliates and other commercial information of confidential nature, the terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto, information acquired during any facility tours; and any information generated by the Receiving Party or by its representatives that contains, reflects, or is derived from any of the foregoing. The absence of any marking or statement that particular information is confidential information shall not affect its status as Confidential Information. Notwithstanding the provisions of the definition of Confidential Information, any information whose nature makes it obvious that it is confidential in nature, then such information shall be treated as Confidential Information.



- 1.2. **"Factrika App"** means the online platform accessed using Factrika's downloaded application or any of its other software that offers Factrika Services.
- 1.3. **"Factrika Services"** are all services, applications and products that Client can access through Factrika App.
- 1.4. **"Service Fee"** is the payment made by the Client to Factrika for the hours of Worker Partner Services engaged through Factrika, as more specifically detailed in Annexure-I hereof.
- 1.5. **"Worker Partner"** means any authorized individual user of the Factrika App that utilizes the Factrika App to provide services to Client and receive payment for the provision of Worker Partner Services to Clients.
- 1.6. **"Worker Partner Services"** means all services performed for or delivered to Client by Worker Partner.

2. PLACE OF SERVICE:

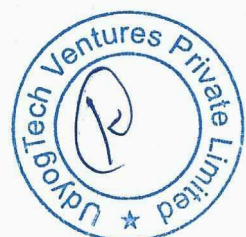
- 2.1. **Factrika** shall render its Services to **M/s Asahi India Glass Limited** at one of its units located at **94.4 KMS, Delhi –Jaipur Road, Plot No-190 to 190A, At Village Jaliawas Teh. Bawal, Distt- Rewari, Haryana- 123501**. Parties may agree through amendment to this Agreement, during its Term, to include other places as intimated by AIS and as mutually agreed from time to time (hereinafter referred as **"Premises"**).

3. OBLIGATIONS OF FACTRIKA:

- 3.1. **Connecting Worker Partners:** Factrika shall identify and connect Worker Partners, who meet the specific skills, qualifications, and experience required by the Client for its temporary work assignments. It is clarified that the Worker Partners are independent contractors.

3.2. Factrika shall be solely responsible to ensure;

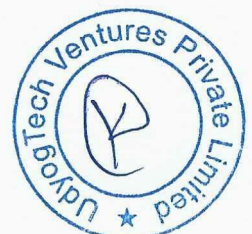
- I. To depute Worker Partner(s) at the Premises as per the terms of this Agreement and also ensure that a Worker Partner Service Agreement is executed between Factrika and all the deployed Worker Partner, clearly indicating that they are not on the payroll of either Factrika or of Client and further that there is no scope for their employment with Client.



- II. That the Worker Partner deputed by Factrika at the Premises does not suffer from any infectious diseases and are subject to medical examination at such periodical intervals as deemed fit and proper by Client and the cost of such medical examination shall have to be borne by Factrika, the Worker Partner deployed by Factrika. In case the Worker Partner deployed by Factrika at the Premises are found not to be medically suitable and fit, Factrika shall arrange for replacement of such Worker Partner at the sole cost / expenses of Factrika at the Premises as and when such specific instruction is intimated to Factrika by Client or authorised representative.
- 3.3. Factrika may use Premises of the Client to render the Services under this Agreement, but it shall be the responsibility of Factrika to maintain and to use the Premises properly to the satisfaction of the Client.
- 3.4. the Worker Partner may receive instructions from the Client and must undertake to abide by any suggestions, instructions etc. given whether by the Client or any assigned person(s) as regards Services under this Agreement. Factrika shall communicate with the representative of the Client periodically to address any problems and implement solutions to the satisfaction of the Client.
- 3.5. The Client may provide for the execution of the Services to Factrika tools, equipment and other material for the fulfilment of the Services assigned under this Agreement. However, it shall be the responsibility of Factrika to keep the tools, equipment, material, machines and other articles intact. In case of any loss or damage caused to the tools, equipment, material, machine and other articles supplied by the Client, Factrika shall make good the loss to the Client to the extent of the actual loss incurred by the Client which shall include the cost repair/replacement/purchase (as applicable) of the said tools, equipment, material, machines and other articles.
- 3.6. Factrika shall strictly ensure proper use of various safety and other gadgets and devices by Worker Partner deployed at the time of employment at the Premises. Factrika will ensure the required plant/process level safety training, on the job training and skills of worker partners to be deployed for the work.

3.7. Regulation Of Worker Partner:

- a) Factrika shall ensure that the Worker Partner follows the discipline of Client and maintain proper performance, conduct, and behaviour at the Premises of Client.
- b) In case of absence, leave, etc. of any of the workforce deployed, Factrika shall engage substitutes for satisfactory performance of the assigned Services free of cost.



- c) Factrika shall be responsible for all acts done by the Worker Partner engaged by him and for maintenance of proper discipline by the Worker Partner at the Premises of Client or elsewhere. Factrika shall be responsible;
- I. To fix the Service conditions of such Worker Partner deputed to Premises in consultation with Client.
 - II. To allot work and supervision thereof.
 - III. To ensure that no Worker Partner deputed at Premises is under the influence and/or consume any intoxicating drink or substance such as alcohol, drugs, any prohibited substance etc.
 - IV. To ensure that Worker Partner is polite and courteous at all times especially towards Client's customers, staff, officers, etc.
 - V. To ensure that none of the Worker Partner is a member of the trade union of the employees of Client or take interest in their activities or involve themselves in the trade union activities of the employees of Client.
 - VI. To ensure that no Worker Partner shall enter into any monetary transactions or business with any person associated with Client.
 - VII. To ensure that no Worker Partner deputed at the Premises for the execution of Services under this Agreement shall be below the age of 18 years.
 - VIII. To ensure that Worker Partner deputed at the Premises shall strictly adhere to the AIS's code of conduct and ethics policy, non-compliance of which the Worker Partner shall be removed from the Premises and Factrika shall replace the Worker Partner at no additional cost to Client.
 - IX. To ensure that in the event the Worker Partner deputed at the Premises under this Agreement causes any loss and/or damage of property of Client due to its act, omission, negligence, misconduct, or wilful default, Factrika shall be liable for such loss and damage and shall, at its own cost and expense rectify, repair, or compensate Client for the damaged property.
- d) Factrika and the Worker Partner shall strictly ensure that, while at the Client's Premises, the Worker Partner performs only such work or assignments as are allocated by the Client under this Agreement and shall not undertake any other work or assignment at the Client's Premises without the approval of the section in-charge.
- e) To peacefully remove the Worker Partner deputed, on expiry of this Agreement or on termination of this Agreement, whichever is earlier and hand over the charge to Client.

3.8. Worker Partner Details:

- a) Factrika will provide the Client with relevant details about Worker Partners, including their contact information, skills, experience, and availability, as part of the connection process.



- b) Factrika shall provide a valid copy of the, background check, , Aadhar details and other data as and when required by the Client. The same condition holds for any change or replacement of Worker Partner by Factrika.

3.9. **Worker Partner Registration Support:** Factrika shall assist the Client with the process of confirming the eligibility and registration of Worker Partners, which may include administrative documentation.

3.10. **Payment to Worker Partners:** Factrika shall ensure that the Worker Partners are paid the agreed service fees as per the agreed payment terms.

3.11. Client shall have the continuing right to reasonably disapprove of the Worker Partner(s) designated for relevant role by Factrika and to require a suitable replacement as per timelines communicated by the Client. In case, Client is not satisfied with the services of a Worker Partner or in case any Worker Partner commits an act of moral turpitude, Factrika will either withdraw or replace the Worker Partner immediately, as per Client's directions.

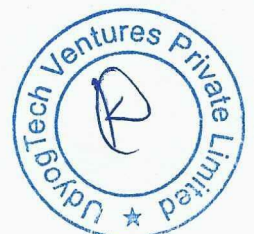
3.12. The Client may request for withdrawal and/or replacement of Worker Partner, deputed by Factrika, through the section-in-charge immediately and free of cost if;

- a) in the opinion of the Client such Worker Partner is considered undesirable or any other unsatisfactory reason/behaviour, on receipt of intimation in writing or on the telephone from the Client, or
- b) such Worker Partner committed serious misconduct including theft, fraud, and acts that constitute moral turpitude and/or has been charged with having a criminal action, or
- c) Client has reasonable cause to be dissatisfied with the performance.

3.13. Factrika shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of such Worker Partner and shall keep the Client informed about the disciplinary actions.

3.14. Insurance Policy:

- a) Factrika at its cost shall insure Worker Partner deputed under this Agreement at the Premises against personal injury and death, which includes cover under suitable insurance policy so as to take care of exigencies whilst performing the Service(s) under this Agreement and other applicable laws and regulations and ensure that such Worker Partner of Factrika get proper and justifiable compensation.
- b) If the concerned Worker Partner is not covered under the chapter IV of the Code on Social Security, 2020, Factrika shall ensure that such insurance policy as mentioned above; cover all concerned Worker Partner from the date of commencement of their work at Premises shall maintain valid workmen



compensation insurance policy coverage throughout the term of this Agreement. Factrika shall assist in processing and facilitating claims under such policy in accordance with its terms and conditions. All claims relating to Worker Partners shall be handled by Factrika to the extent covered under such policy.

- 3.15. Factrika shall ensure be held responsible for any damage/loss to the Client or Client's property caused due to the negligence of Worker Partner deployed by Factrika under this Agreement and shall compensate to the Client against such losses which will be assessed and determined by the Client.

4. OBLIGATIONS OF CLIENT:

- 4.1. Task Assignment: In the normal course, the Worker Partner(s) will work under the guidance of the Client and shall comply with reasonable instructions issued by Client or any authorized person(s) of Client with respect to the Services under this Agreement.
- 4.2. Compliance with Laws and Regulations: The Client agrees to comply with all relevant labor laws, safety regulations, and any industry standards as may be applicable to the Worker Partners.
- 4.3. The Client shall not be responsible or liable to pay, deduct, deposit, or otherwise contribute towards any Provident Fund (PF), Employee's State Insurance (ESI), or any other statutory contribution in respect of the service fee payable to the Worker Partner. Such service fee shall be paid by Factrika to the Worker Partner in accordance with Clause 5.1(b) of this Agreement, and Factrika shall be solely responsible for compliance with all applicable statutory obligations, if any, arising in relation to this Agreement.
- 4.4. Notwithstanding anything contained herein, in the event of any non compliance by Factrika with any and/or all applicable statutory obligations under the Clause 4.3, the Client shall have the right to set off and levy penalty from the Service Fee payable to Factrika any amount equivalent to the losses, damages, liabilities, penalties, interest, costs, or expenses incurred or suffered by the Client as a result of such non compliance by Factrika, in accordance with Clause 8 of this Agreement.

5. PAYMENT TERMS

5.1. Recruitment and Service Charges:

- a) Factrika shall charge the Client a Service Fee for each Worker Partner connected, as per **Annexure I** to this Agreement for the preceding month (hereinafter referred as "**Service Fee**").



- b) Factrika shall make payment of agreed service fees to the Worker Partner deputed by it, in accordance with Annexure I, and shall submit to the Client the proof of such payment.

5.2. Default

If Client is in default, Factrika may, upon providing written notice and a reasonable cure period of 7 days, temporarily or permanently revoke Client's access to the Factrika Services and Factrika App, including Client's authority to obtain any Worker Partner Services from Worker Partners. However, Client will remain responsible for any undisputed amounts that accrue on any open assignments at the time a limitation is put on the Client as a result of the default.

6. CONFIDENTIALITY

6.1. Confidential Information:

The Expression "Disclosing Party" shall mean and include the Party providing the confidential information and the expression "Receiving Party" shall mean and include the Party who receives the said confidential information from the said Disclosing Party.

Both Parties acknowledge that, in the course of performing this Agreement, they may have access to proprietary and confidential information ("Confidential Information") of the other Party, including business plans, customer data, financial information, and trade secrets.

6.2. Obligations:

Each Party agrees to:

- a) Maintain the confidentiality of the other Party's Confidential Information and not disclose it to third parties without prior written consent of the other Party, except as required by law.
- b) Use the Confidential Information only for the purposes of this Agreement and take reasonable precautions to protect its confidentiality.

6.3. Exceptions:

The confidentiality obligations do not apply to the information that:

- a) is or becomes publicly available without breach of this Agreement.
- b) was already known to the receiving Party at the time of disclosure.
- c) is disclosed to the Receiving Party by a third party who did not obtain such Information, directly or indirectly, from the Disclosing Party; or
- d) was independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party.



e) was released pursuant to a binding court order or government regulation, provided, in the event that the Receiving Party is required to or requested for information or documents in legal proceedings to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide immediate notice of such request to the Disclosing Party and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information of the Disclosing Party, then, in such event, the Recipient may disclose such information without liability hereunder, provided that the Disclosing Party has been given a reasonable opportunity to review the text of such disclosure before it is made and that the disclosure is limited to only the Confidential Information specifically required to be disclosed

6.4. Return or Destruction:

Upon termination or upon request, the receiving Party shall return or destroy all Confidential Information and certify the same in writing.

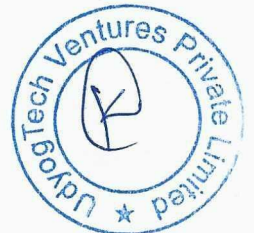
6.5. Survival:

These confidentiality obligations shall survive for 1 year after the termination and/or expiry of this Agreement.

7. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of profit or business opportunity, arising out of or in connection with this Agreement. In no event shall either Party's aggregate liability under this Agreement exceed the total Service Fees paid to Factrika in the preceding three (3) months prior to the event giving rise to liability.

Notwithstanding anything to the contrary Factrika aggregate liability under this Agreement for any damages, losses, claim, theft, or other obligation incurred or be occasioned or suffered directly by the Client on account of breach, default, violation, or infringement shall be capped to a maximum of an amount, permitted by applicable law, equivalent to the cost/ charge/ fees chargeable in connection with this Agreement plus any and all expenses, including but not limited to all legal costs. However, no such limit/cap shall apply in the event of any misrepresentation, dishonesty, criminal acts, breach of trust, fraud, negligence or gross misconduct or circumvention of this Agreement by Factrika and/or Worker Partner deputed by Factrika on Client's Premises.



8. INDEMNITY

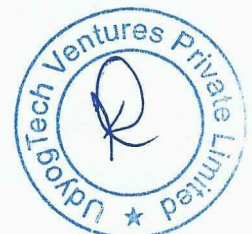
- 8.1.** Factrika hereby undertakes to perform its obligations and indemnifies and agrees to keep the Client, its Directors, employees harmless and indemnified against any loss or damage caused to the Client in any event and make good any loss, damage, suffered or incurred by the Client due to;
- a) Any act, omission, theft, pilferage directly attributable to the Worker Partner deputed by Factrika in the performance of their duties on Client's Premises.
 - b) Any accident or injury sustained, or death caused to the Factrika's Worker Partner either under Labour Laws or any other law including central laws or rules made, thereunder.
- 8.2.** Factrika shall indemnify the Client from all liabilities arising out of any payment made by the Client to Government (Central / State) statutory authority or any payment made under any statute notification of the Government (Central/state) or statutory authority in respect of Factrika or Worker Partner(s) deputed by Factrika, provided that this indemnity shall not apply to TDS or any other tax, deduction, withholding or statutory payment that the Client is required to deduct, withhold or deposit under applicable law.
- 8.3.** Factrika further undertakes to indemnify and hold Client free and harmless from any loss, claim damage, cost or expenses, including reasonable attorney fees, to which Client may be subjected in any proceeding initiated by Factrika and /or Worker Partner(s) deployed by Factrika for performing the Services.
- 8.4.** It is expressly agreed by and between the Parties that Client has the absolute right to deduct/adjust such amount from the Service Fee payable to Factrika for the loss, damage, suffered or incurred by the Client.

9. STATUTORY COMPLIANCE

- 9.1.** Factrika shall obtain all valid licenses for supply of labour referred as Worker Partner who shall perform the required Services under this Agreement and Factrika shall continue to hold valid licenses, as per applicable local and/or central law in force. It shall be Factrika's responsibility to produce the same on demand to Client. Factrika shall maintain good Industrial Relations as its prime responsibilities and shall ensure the compliance of all the laws and regulations as and when applicable



- 9.2. Factrika shall provide the Services in compliance with all relevant statutory enactments, by-laws, ordinances, regulations, orders, and decrees applicable to the services under this Agreement.
- 9.3. Factrika agrees to maintain provide the Client with such records, registers & display abstracts as per the requirement of Occupational Safety, Health and Working Conditions (OSH) Code, 2020, The Code on Wages 2019, The Industrial Relations Code 2020, The Code on Social Security 2020 and other relevant Labour Codes and shall make available the records to all authorities as and when required and shall disburse service fees in the presence of the Officer / Agent of the Client as required under the act as and when required.
- 9.4. Factrika shall also obtain all necessary registrations, licenses, approvals, sanctions from Code on Social Security, 2020, Occupational Safety, Health and Working Conditions (OSH) Code, 2020 and under any other applicable laws, or any new enactment to the extent applicable to Factrika and its engagement of Worker Partner(s)
- 9.5. Factrika shall be solely responsible for liabilities arising out of and/or in consequence of non-compliance or implementation of the applicable law and shall indemnify and hold harmless the Client from any liabilities and consequences arising therefrom. In case of any payment being asked to be deposited by the Client, then the Client shall have all rights to affect all recoveries from the accounts of Factrika. Factrika should maintain a proper record of service tax.
- 9.6. In the event Factrika fails to comply with the records under any Labour law or any other applicable law during inspection whether internal inspection or by appropriate government authorities, Factrika shall bear damages from the concerned authority under the act. The Client also retains the right to issue a penalty of Minimum of Rs. 2000/- and maximum up to Rs.1.00 lac.
- 9.7. GST Compliance: Factrika must immediately after delivery of the Services Fee shall upload the details of bill/invoice, Debit Notes or Credit Notes etc., which are raised on the Client, in the GSTIN Portal, in such format and within the due dates as prescribed under the GST Act/Rules and send a copy of Challan for proof of payment of taxes and copy of related returns with copy of acknowledgment as proof of returns filed to the Client on monthly basis or periodically. (ii) If case of any failures on the said compliance under GST Act/Rules by Factrika, the Client shall be entitled to recover the losses or damage including interest and penalty etc., if any form Factrika or rights to withhold the payment till rectification of discrepancies or removal of disputes on the same.



10. INTELLECTUAL PROPERTY

10.1. Ownership of Work Product:

Both Parties acknowledges and agrees that Any work products, including but not limited to intellectual property such as designs, software, content, or inventions, created by the Worker Partners during the performance of their work for the Client shall be the exclusive property of the Client, and Factrika or the Worker Partner shall have no ownership over such intellectual property.

10.2. No Unauthorized Use:

Each Party agrees not to use the other Party's intellectual property for purposes other than the scope of this Agreement.

10.3. Third Party

- a) Notwithstanding anything to the contrary contained herein, in the event Factrika, in the course of rendering its Services, infringes, misappropriates, or otherwise violates any intellectual property rights of any third party, Factrika shall, at its sole cost and expense, fully defend, indemnify, and hold harmless the Client, from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with such infringement or violation.
- b) Factrika expressly acknowledges and agrees that its relationship with the Client under this Agreement is on a principal-to-principal basis, and that the Client shall bear no responsibility or liability whatsoever for any infringement of any third party's intellectual property rights directly attributable to Factrika, its employees, agents, or subcontractors. All such claims shall be solely and exclusively handled, defended, and resolved by Factrika at its own risk and expense.
- c) The obligations of Factrika under this Clause shall survive the termination or expiration of this Agreement and shall be in addition to, and not in derogation of, any other rights or remedies available to the Client under applicable law or equity.

11. TERM AND TERMINATION

11.1. Term:

This Agreement shall be valid for a period of One (1) year commencing from **4th day of Aug, 2026 to 3rd day of Aug, 2027**. (hereinafter referred as "Term") and shall come to an end automatically upon expiry of the said Term. This Agreement shall commence on the Effective Date, and shall remain in full force and effect unless and until terminated by either Party in accordance with the provisions herein.



11.2. Termination:

- a) During the Term of this Agreement, the Client shall have the right to terminate this Agreement anytime by serving a 30 (thirty) days advance notice in writing to Factrika. Also, Factrika may request the Client to terminate the Agreement upon issuance of 60 (sixty) days written notice to the Client.
- b) However, without prejudice to any clause hereinabove, the Client shall have the right to terminate this Agreement forthwith without any notice and without assigning any reasons if Factrika;
 - I. Commits any act/omission which violates and/or constitutes a breach of this Agreement or adversely affects the Client;
 - II. In event of Force Majeure, accordance with Clause 14.3 of this Agreement
 - III. In event Factrika becomes party to a bankruptcy or insolvency proceeding or to proceedings involving a composition of creditors or makes an assignment for the benefit of creditors or if a custodian, receiver or any other person with like power is appointed to take charge of or liquidate all or part of Factrika's business, property or assets or if an order is made or a resolution is passed for winding up or liquidation of Factrika or if Factrika adopts or takes any corporate proceedings for its liquidation, winding up or dissolution.
- c) On termination of this Agreement, Factrika shall withdraw their Worker Partner(s) from the Premises upon a written notice to the Client, irrespective of whether Factrika has any dispute with the Client of any nature or not.
 - I. Notwithstanding anything to the contrary, where a Worker Partner is engaged in the performance of any Service that, at the Client's request, requires the Worker Partner's continued involvement beyond the effective date of termination, the Client shall remunerate the Worker Partner for such extended period of engagement on a case-by-case basis.

12. WORKER PARTNER STATUS

The Parties acknowledge that the Worker Partners are independent third-party service providers who access the Factrika platform. Nothing contained herein shall be construed to create an employer-employee, principal-agent, partnership, or joint venture relationship between Factrika and the Client and the Worker Partners.



13. CONDUCT AND COMPLIANCE

13.1. Prohibition of Fraudulent and Unlawful Acts:

The Worker Partner or Factrika shall not engage in any act of fraud, theft, embezzlement, misrepresentation, or any other unlawful or unethical conduct while performing services. Factrika represents that the Worker Partner has been made aware that any such actions may result in immediate termination of their engagement with the Company and legal consequences.

13.2. Agreement with Factrika:

The Worker Partner has entered into a separate agreement with Factrika, which outlines the Worker Partner's responsibilities, including adherence to the POSH Act, along with AIS Policy for Prohibition, Prevention and Redressal of Sexual Harassment of women at workplace while working with the Client. Factrika will ensure that the Worker Partner has acknowledged and agreed to these terms before being connected to the Client.

13.3. Notwithstanding anything contained under this Agreement, Factrika shall be solely responsible for ensuring that all Worker Partners are duly verified and compliant with all applicable legal, statutory, and regulatory requirements prior to their onboarding. Furthermore, Factrika shall ensure timely and appropriate disbursement of compensation or fees to the Worker Partners, as mutually agreed between Factrika and such partners. The Client shall bear no liability in relation to the payment, employment terms, or compliance obligations of the Worker Partners engaged through Factrika.

13.4. For the avoidance of doubt, the Client shall not be liable for any fees, benefits, or claims (statutory or otherwise) made by any Worker Partner engaged through Factrika. Factrika acknowledges and agrees that it shall bear sole responsibility for all such obligations and any consequences arising therefrom.

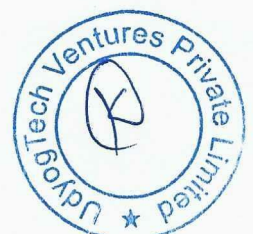
14. DISPUTE RESOLUTION

14.1. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India including without limitation, the relevant Central / State Acts and the Rule, Regulations, and Notification issued and amended thereunder from time to time or enacted/promulgated, shall be submitted to the exclusive jurisdiction of the courts of Delhi.

14.2. Arbitration:

Any dispute, claims, questions, or controversy whatsoever arising from or in connection with this Agreement, regardless of parties' residence and place of



business, the matter shall be referred to a sole arbitrator as per the provision of the Arbitration and Conciliation Act, 1996, or any statutory modifications or amendments or re-enactments thereof for the time being in force and rules made there under. The sole arbitrator shall be appointed by the mutual consent of both the Parties. The venue of arbitration shall be New Delhi and language of arbitration shall be English. The cost of arbitration and the fee to be paid to the Arbitrator shall be borne by both Parties equally.

15. MISCELLANEOUS

15.1. Entire Agreement:

This Agreement, together with any schedules or exhibits, constitutes the entire agreement between the Parties and supersedes any prior written or oral agreements.

15.2. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.3. Force Majeure:

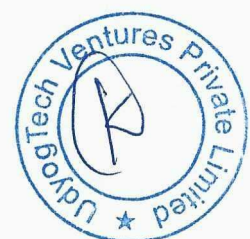
- a) Neither Party shall be liable to the other for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including natural disasters, pandemics or epidemic, Act of Terrorism, Biological or Chemical Contamination, fire, floods, war, riots, acts of God, acts or regulations or government restrictions ("Force Majeure").
- b) The Party affected by an event of Force Majeure shall inform the other Party in writing without delay of its occurrence, probable duration, and cessation. In the event that the delay or non-performance of either Party hereto continues for a period of 15 (fifteen) days due to reasons of Force Majeure, then the Client shall have the right to terminate the Agreement with immediate effect without any liability towards Factrika.

15.4. Modification and Amendments:

Any amendment, modification, or revision to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of both parties.

15.5. NOTICES

Any postal communication and or notice required to be served upon AIS and Factrika need to be served at the following address:



To ASAHI INDIA GLASS LIMITED	To UDYOGTECH VENTURES PRIVATE LIMITED
Attention: Mr. _____	Attention: Mr. Kshitij Puri
Address: _____	Address: 809, 8 th Floor, Padma Tower II, Rajendra Place, New Delhi 110008

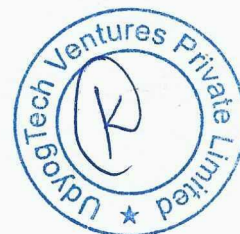
15.6. Counterparts:

This Agreement shall be executed in 2 (Two) counterparts, each of which shall be deemed an original, and shall constitute one and the same Agreement.

15.7. Waiver:

No waiver, delay or failure by AIS in enforcing any provision of this Agreement shall prejudice or restrict the rights of AIS under this Agreement, nor shall waiver by AIS of any breach operate as a waiver of any subsequent breach. The rights, powers, and remedies provided to AIS in this Agreement are in addition to and do not exclude or limit, any right, power or remedy provided by law.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

For UdyogTech Ventures Private Limited



Kshitij Puri

Director

For ASAHI INDIA GLASS LIMITED

Mr. Gopal Ganatra

Sr. Executive Director–GRC,

CHRO & General Counsel