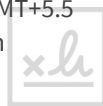


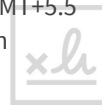
RICKY GOSAIN

E-signed 2020-10-14 03:00PM GMT+5.5

ranjith.kumar@reachindia.co.in

MANAGING DIRECTOR





Service Level Agreement

This Agreement is made and executed at New Delhi on this 9th-Oct-2020 (For Short “Effective Date”) between

Blackmelon Advance Technology Co Pvt Ltd., a company registered under the Companies Act, 1956 and having its registered office at A1/7, F/F, A BLOCK, KRISHNA NAGAR, DELHI 110051 and corporate office at A-34, Sec-63, Noida, UTTAR PRADESH - 201301 (hereinafter referred to as “**247around**” which expression shall mean and include its Authorized Representatives, Successors-in-Interest, Agents and Assigns) on the one part;

AND

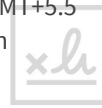
Reach Distributers India Pvt Ltd., a company registered under the Companies Act, 1956 and having its registered office at No.34, 4th B-cross, Industrial layout, Koramangala, 5th Block, Bangalore-560095, India (hereinafter referred to as the “**Partner**” which expression shall mean and include its, representatives, successors-in-office and assigns) of the other part.

The following service-level agreement (SLA) is established to ensure that the provision of service defined in this agreement is performed according to the specifications stated within this agreement.

Description of Services

The following services are covered by this service-level agreement:

1. Provide Demonstration and Installation of Appliances for customers as per agreed price mentioned in Annexure 2 & 3.
2. Provide Appliance Repair (listed in Annexure 1) for customers during the warranty period and out of warranty period as per agreed price mentioned in Annexure 2 & 3. Appliance list is covered in Annexure 1.
3. Provide PDI (Pre-Delivery Inspection) service for Appliances at Distributor/Dealer/Warehouse.
4. Warehousing Services for Spare Parts as per agreed price mentioned in Annexure 3.
5. Logistics of Spare Parts between warehouse and service centers at different locations in India as per price agreement in Annexure 3.
6. Call Center services as per agreed price mentioned in Annexure 3.
7. Refurbishment of Appliances as per agreed price mentioned in Annexure 3.



Scope of services

The scope of the above-mentioned services is as follows:

Installation & Demo (I & D):

- I & D service will be provided at customer's premise. Prices will be paid by Partner or Customer as per the Annexure 3.
- For Television, provide table top installation or wall mount installation as desired by customer. Drilling in wall to place bracket and hanging of the TV is covered in the contract. Accessories like Wall mount bracket, remote, cables etc. will be provided by the Partner. Either Partner provides the accessories or 247around can arrange the same on paid basis.

Repair:

- Repair services will be provided at customer's premise and/or 247around service franchisee workshop. Under warranty charges will be paid by Partner and out of warranty will be paid by customer.

Spare Parts:

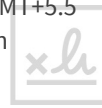
- Warehousing services for Partner's spare parts are on payment basis.
- Logistics of spare parts between warehouse and service centers at different locations in India on payment basis. The locations in India will be as per **Annexure 4**.

Duration of services

- All the services mentioned in this agreement will be delivered during India business hours between 9:00 am - 6:00 pm from Monday-Saturday each week.
- Services will not be delivered on National Holidays in India namely 26th January, 15th August, and 2nd October and other city-wise holidays in India in the year. 247around Employee's Holiday list is available on Partner CRM before start of every calendar year.

Location(s) for provision of services

1. Services in the scope of the document will be provided for the set of locations mentioned in **Annexure 1**
2. Service locations can be expanded on a need basis as per Partner requirement for additional cities as applicable.
3. Any location where 247around has a service setup inside the city will be called as local area (R1). Any location that 247around will cover from its service center and is outside

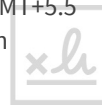


the municipal limits will be called as upcountry (R2). In upcountry location, out-station charges will be applicable as per **Annexure 2**

Responsibilities of 247around

It will be the responsibility of *247around* to deliver the agreed-upon services in accordance with the agreed-upon time schedule, in the manner(s) agreed to by both parties, and with the quality of performance as stated in this agreement.

- *247around* will generate periodic status reports and deliver to Partner representative in a manner and time frame acceptable to Partner.
- It will be the responsibility of *247around* to provide a suitably equipped environment and work area for the services being provided to the Partner.
- *247around* will take Appointment from customer within 6 business hours of getting customer information. If appointment call is made before 12PM then booking will be scheduled for the same day else it will be scheduled for next day.
- *247around* will allocate jobs among its service centers by its smart load balancing algorithm to ensure maximum customer satisfaction and minimum resolution time.
- *247around* will provide serial number of the Appliance being installed / demoed / repaired post call completion. *247around* does not collect physical signatures of customers and does not maintain hard copies of job sheets for its calls.
- *247around* will not be responsible for correctness of Appliance serial number if verification logic is not provided by Partner. No deduction will be allowed from service charges in such cases.
- Warehouse management, if required by Partner, for storing spare parts for repair jobs on a paid basis.
- Trainings for service engineers, as per requirement.
- *247around* will return the spares that are found defective during the service to the Partner within two (2) month of receipt of new spare provided by Partner at Service Franchisee office. In case multiple spares are required for completing a booking, all respective defective spares may be returned together within one (1) month of call completion.
- *247around* shall return all defectives parts to Partner failing which a reasonable amount (not exceeding new spare value provided by Partner while shipping new spare) for same may be set off from future payables to *247around*.
- *247around* will take complete care in providing Services mentioned earlier to Partner & Customers. However, if accidental damage happens to the Product or Spare Parts of the Product being installed or repaired, *247around* will not be liable to pay any damage to Partner or Customers.
- *247around* will be shipping spares / appliances (new and defective) from its own warehouse / spare hubs / service center workshop to Partner / spare hub / service center location / warehouse / customer location. *247around* will take utmost care to assign a



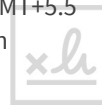
reputed courier company. However, 247around will not be responsible for any loss or breakage of spare parts during transit by courier company or 247around official.

- If Partner agrees to pay extra logistics charges as decided and mentioned in commercial offer, 247around will refund breakage or loss during courier as per the value mentioned in the Delivery Challan / Invoice provided by Partner while issuing of the spare / appliance or actual depreciated cost of the spare / appliance, whichever is lower.
- 247around will be shipping spares / appliances (new and defective) from its own warehouse / spare hubs / service center workshop to Partner / spare hub / service center location / warehouse / customer location. 247around will take utmost care to assign a reputed courier company. However, 247around will not be held responsible by Partner for any delay in shipment.
- Force Majeure – No party hereto shall be responsible or liable to the other in any manner for failure or delay in performing its obligations under this Agreement, other than the obligations to make payments provided for hereunder, when such failure, or delay is directly or indirectly due to an act of God, Governmental or local body orders or restrictions, or any other cause or circumstances beyond the reasonable control of the party concerned, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.
- There are no pending legal or administrative actions against 247around which could adversely affect the consummation of the transactions contemplated by the agreement.
- 247around agrees to provide one-month service warranty on all repairs carried out by 247around service center. One-month service warranty means no service charge will be charged if repeat issue arises due to same problem in the appliance. If some other section of the appliance develops problem or if repeat problem comes due to spare part failure then it will not be covered under 247around service warranty.

Responsibilities of Partner

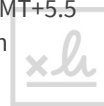
It will be the responsibility of Partner to provide the following:

- Provide appliance details, service manuals, user guides, datasheets and other relevant documents required to install and repair the appliance
- Share Customer information and the job details in a timely manner to enable 247around to plan, schedule and deliver the services. These details will be provided to 247around in the format agreed upon by both organizations from time to time.
- Share Appliance serial number pattern, if any, which would be used by 247around CRM to validate serial number entered by Service Center.
- Deliver genuine spare parts as requested by 247around in a timely manner. Partner will arrange and provide spare parts that are found to be defective during the service delivery at no extra cost to 247around.
- **Partner agrees to provide spare parts against Delivery Challan to 247around. Partner has the right to invoice spare parts used in out warranty bookings.**



- **Partner agrees that unused new and defective spare parts will be taken back by Partner. Partner agrees that unused spare parts will not be adjusted against monthly service invoices at any point during the contract or at end of the contract.**
- **Partner agrees to provide out warranty spare parts to 247around at discount.**
- Support 247around in providing training to its service engineers for installation and repair jobs to achieve better service quality. Partner will provide instruction manuals and other supporting documents about the electronic appliances of the Partner for which services are being provided by 247around.
- Make payments as per agreed price sheet Annexure 3 and payment timelines, against issuing invoice/cash bill.
- Inform 247around about shortage of any spare parts in advance
- Provide pricing information for the spare parts in advance
- Respond to 247around's queries on calls or meetings
- In case of any loss to the product or to the customer due to defective material or spare shipped by Partner, the Partner shall be solely responsible for the same and shall be liable to compensate 247around as well as the customer for the losses incurred by 247around and customer. Liability of Partner in such cases is limited to the value of the product under consideration.
- Partner shall be in regular contact with the 247around officials to provide required support or information.
- Partner shall maintain a minimum stock of all spares for providing Services for Products within the Warranty Period, which shall be provided to 247around on FOC basis.
- At all times Partner will try to maintain minimum stock of all the spares required so that 247around can provide timely services to customers.
- Partner will bear the cost of shipping spares / appliances (new and defective) from its own warehouse / spare hubs / service center workshop to Partner / spare hub / service center location / warehouse / customer location and any other new entity formed by 247around for smooth customer performance.
- If any difference shall arise between the parties relating to or arising out of the terms of this agreement, no party shall be at liberty to approach court of law and all such disputes shall be referred to one arbitrator to be mutually appointed by both the Parties. The Venue of the arbitration shall be New Delhi and shall be subject to the jurisdiction of New Delhi courts only.
- There are no pending legal or administrative actions against the Partner which could adversely affect the consummation of the transactions contemplated by the agreement.
- Partner cannot onboard directly any SF for a period of 2 years after the contract is over.
- Partner agrees that installation calls will be equal to or greater than 50% of total calls failing which the repair prices will be revised upwards to meet out warranty charges.

Acceptable performance levels



For the provision of service as stated in this SLA, 247around is required to provide services in ways that are acceptable to the Partner. These include the following:

Performance metrics

Monitoring, tracking, evaluating performance and reporting service delivery

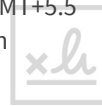
Criteria used for evaluating 247around performance will include the following:

1. Periodic status reports submitted by 247around highlighting work performed, results achieved, successful activities, unsuccessful activities, other performance metrics
2. Closure of calls as per the agreed turn-around time (TAT).
3. Escalation of calls going beyond agreed TAT.
4. Defective spares will be returned within 60 days from shipment by brand.

Installation		
	TAT	Target
Local***	Completion by D1 (Wherein D0 is first booking date** and D1 is D0 + 1)	80%
Local***	Completion by D4	90%
Upcountry**	Completion by D3 (wherein D0 is first booking date **)	75%
Upcountry**	Completion by D7	90%
Repair*		
	TAT	Target
Local – 1 st Visit***	Completion by D1 (Wherein D0 is first booking date and D1 is D0 + 1)	65%
Local – 1 st Visit***	Completion by D4 (Wherein D0 is first booking date and D1 is D0 + 1)	85%
Upcountry – 1 st Visit **	Completion by D3 (wherein D0 is first booking date **)	60%
Upcountry – 1 st Visit **	Completion by D7	85%

* provided spare made available on time

****First booking date in upcountry bookings** is calculated based on partner approval of the charges from the CRM. If booking is approved before 12PM on that day first booking date is that same day and if booking is approved after 12PM on that day then first booking date is the next day. (Sundays and 247around holidays are not included)



*****First booking date in local bookings** is calculated as per following: If the call is registered before 12PM, first booking date is that same day and if booking is registered after 12PM on that date then first booking date is the next day. (Sundays and 247around holidays are not included)

Note 1: Calls falling outside above limits would be monitored by 247around and closed within agreeable time by both the Parties.

Note 2: *days* mean working days above.

Process for resolving performance issues

Escalation mechanism for any performance issues faced by the end customer-

Our internal online system provides an Escalation matrix that allows tele-calling support staff to immediately reach our service center director for immediate action.

Communication to Partner – Partner’s management team can periodically discuss any performance issues on part of 247around. This can be in the form of a face-to-face meetings or online conferences like Skype, Goto Meeting etc. Issues shall be presented by Partner representatives and 247around should have the opportunity to explain its performance. Minutes of such meetings shall be recorded. Partner shall give 247around 1 (one) working week to provide suitable explanation and proposal for remediation for issues under discussion.

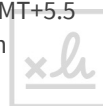
Remedies for failure to provide acceptable performance, escalation procedures

Failure to provide acceptable performance by 247around under the terms of this agreement will result in the following penalties:

KPI Achievement Range	KPI Credit / Penalty
90% or above within TAT	Targeted TAT
>=70% & <90	2.5% of total service fee on all cases that are outside the defined TAT, to be adjusted from the monthly invoice as penalty.
<70%	5% of total service fee on all cases that are outside the defined TAT, to be adjusted from the monthly invoice as penalty.

Note: Working days include all calendar days in a week excluding Sundays, national and state government holidays.

247around agrees to pay 60% of the cost of the spare part broken or declared not usable due to engineer fault if such breakage crosses 1% of the total calls handled by 247around in that month.



Payment Terms

Partner shall make all the payments upon the service rendered as per the agreed terms and conditions. 247around will raise an invoice at the end of each month and Partner will make the payment within 30 (thirty) days of the date of submission of the invoice subject to statutory deductions. Further, Partner shall have the right to adjust the applicable penalty that maybe levied pursuant to TAT Clause from the payments (which is payable to 247around).

Protection of intellectual property

247around agrees to safeguard any intellectual property (IP) developed in the course of providing the aforementioned services to Partner. The Partner agrees to safeguard any IP that 247around makes available to it in the course of this agreement.

247around will not be sharing the SF list with the partner as it is considered a part of the company's intellectual property.

Service Center Onboarding Restriction

During the Term and for twelve months after termination of this Agreement, partner shall not, without the written consent of 247around, solicit or entice (either directly or indirectly) or attempt to solicit or entice any 247around Service center, Service franchise, service center engineers, 247around employees and contractors of 247around.

Compliance with legislation, regulations, practices

247around warrants that the services to be provided are in compliance with all applicable laws, statutes, regulations and other legal provisions to this agreement.

Termination of agreement

This agreement will be valid until termination of the same by either party according to terms of agreement. Either party may terminate this agreement for cause with 60 (sixty) days written notice. Further, any pending or unresolved operational issues, unpaid fees and any other remedies must be satisfied before this agreement could be terminated.

INDEMNITY

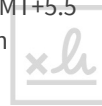
- **Each Party** agrees to indemnify and hold harmless each other, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense

RICKY GOSAIN

E-signed 2020-10-14 03:00PM GMT+5.5

ranjith.kumar@reachindia.co.in

MANAGING DIRECTOR



whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the either Party to comply with any covenant or agreement made by the either Party herein or in any other document furnished to any of the foregoing in connection with this transaction.

- The provisions of this clause shall survive the termination and expiry of this Agreement.

LIMITATION OF LIABILITY

- In no event shall 247around be liable to the Partner for special, incidental, indirect or consequential damages, damages from loss of use, data, profits or business opportunities whether in contract or tort, even if 247around has been advised in advance of the possibility of such loss, cost of damages, arising out of or in connection with this Agreement.
- In no event shall 247around or any of its directors, officers, employees, representatives or agents shall be liable for any liability whatsoever for any losses or expenses or any nature suffered by the Partner arising directly or indirectly from any act or omission of the Partner or its employees, agents or representatives hereunder.
- In no event will 247around's total aggregate liability under this Agreement exceed the actual (deprecated) value of appliance under consideration at the point of claim even if 247around is advised of the possibility of such damages.
- The provisions of this clause shall survive the termination and expiry of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

Reach Distributors India Pvt. Ltd.

Blackmelon Advance Technology Co. Pvt. Ltd.

Signature: RICKY GOSAIN
RICKY GOSAIN (Oct 14, 2020 15:00 GMT+5.5)

Signature: Nitin Malhotra

Email: ranjith.kumar@reachindia.co.in

Email: nits@247around.com

(Signature of the Authorized Signatory)

(Signature of the Authorized Signatory)

Name: RICKY GOSAIN

Name: Nitin Malhotra

Designation: MANAGING DIRECTOR

Designation: Director

Email: ranjith.kumar@reachindia.co.in

Email: nits@247around.com

Annexure 1

List of Appliances for which services will be provided by 247around:

- **Television**

Annexure 2

Out-Station Charges for upcountry locations paid by Partner in case of under warranty:

- Radius 1 (R1) - Within Municipal City Limits - Standard Service Charges as decided in Price List. Refer pincode list in CRM for detailed R1 pincodes.
- Radius 2 (R2-Upcountry) - Outside Municipal limits. Standard Service Charges + Rs 4 per Km on extra kms travelled outside municipal limits. Refer pincode list in CRM for detailed R2-Upcountry pin codes.

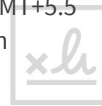
Annexure 3

- **Annual Charges Rs.45,000+GST**

Annual charges are valid for one year from the date of commencement of agreement. Annual charges will have to be paid again after completion of every year of service. Annual charges are not refundable and will stand fortified if agreement is terminated at any time in a year.

LED TV In warranty Charges- Paid by Partner (*Bracket provided by Partner for Installation):

Product	Model	*Demo/Installation & NPU Repair (Rs.) + GST	Part Used Repair (Rs.) + GST
LED	<31 Inch	250	350
	31.5 - 32 Inch	275	375
	33-47 Inch	350	450
	>47 Inch	450	550



● **Per Unit Out Warranty Repair Charges - Paid by Customer**

Below 32" LED TV - Rs 450 Per Unit + GST

32"- 40" LED TV - Rs 500 Per Unit + GST

41" – 47" LED TV – Rs. 750 + GST

48" and above LED TV – Rs. 900 + GST

● **Other Major Repair Categories-Additional Cost**

ADDITIONAL COST:	Charges (Rs.) + GST
PANEL DUST CLEANING-LED TV	400
PANEL/OPEN CELL CHANGE-LED TV	350
BACK LIGHT CHANGE-LED TV	300

PDI Cost:

Rs.110/- PER UNIT for without Packing

Rs.130 PER UNIT for Packing.

● **Special Case Delivery Charges**

Please inform customers through user manual that LED replacement, panel replacement, dust cleaning, backlight replacement is free from brand (in warranty) but delivery and pickup at service center will be customer responsibility. In special case where you ask us to do that will be at below charges.

Rs. 300/Unit within Municipal limits

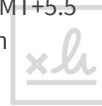
Rs.700/Unit for Upcountry

AD HOC Job: Will be paid as per actuals on approval

● **Out Warranty Margin for 247around**

Partner allows 247around to add additional margin on top of billing price of spare parts not above percentages mentioned below:

All Parts – 30% Except LED Panel at 10%.



- **Spare Parts Transportation Charges –**

- If shipped by 247around to service center locations, charges will be paid by Partner.
- If defective spares are returned by 247around service centers to Partner, shipping charges will be paid by Partner.
- If shipped by Partner to service center locations, then no transportation charges to be paid by Partner to 247around.

Warehousing Charges if 247around has to manage the forward shipments in the form of MSL & Single Spare (Optional)

Fixed Monthly Charges – 10,000 (Includes Shared Manpower and Storage Space for Up to 1000 Pcs/Month)

Spare Packing Charges – Rs.45 + GST / Pc & Rs. 180 + GST for MSL (Includes Packing box and handling)

Spares Courier Charges – As per invoice issued by 247around on actuals + 10% handling charges.

Annexure 4

List of countries where services will be provided:

- **India**