



**Kea Services 'Terms of Sale' v1.1 (Effective from 01-Apr-2021)**

(Earlier known as Kea Services Standard Customer Terms & Conditions)

These 'Terms of Sale' applies to all orders for any services or products by a Client. These 'Terms of Sale' governs the Clients procurement and Kea Service's provisioning of Products & Services. These Terms of Sale are based on consideration of Kea Services providing/supplying various products/services and Kea Services being paid or agreed to be paid for these products/services.

For good consideration, both parties have agreed to the below:

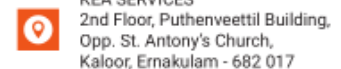
1. Definitions:

In these 'Terms of Sale' or in any Sales Orders, Annexures or in any related documents, the following terms shall have the following meanings, unless the context otherwise requires:

Term	Definition
Client	The person who has issued an order for services provided by a Service Associate to the Service Recipient or an order for any products or services from/through Kea Services. The term "Customer" might also be used interchangeably.
Consumables	Any products that consumers use recurrently, i.e., items which "get used up" or discarded or consumed, including, but not limited to, medicines, medical supplies, groceries, office supplies, etc.
Kea Select	Kea Select includes certain products and services that are distributed or sold by Kea Services by associating with certain manufacturers or service providers.
Kea Services	Kea Services A Business Division of ZyberOps Innovations LLP 2nd Floor, Puthenveetil Building, Kaloor, Cochin, Kerala, India. PIN - 682 017.  Includes its parent entity "ZyberOps Innovations LLP", any sister concerns or any subsidiaries and their executives or employees.
People-Care Service	The various people care services provided by Kea Services, including, but not limited to, Elderly Care, Palliative Care, Hospital Assistance, Nanny Services, and such other services.
Products & Services	Includes People-Care Services, Kea Select and consumables.
Sales Orders	A document issued by Kea Services to a Client which states an intention to engage in a commercial transaction wherein Kea Services shall provide the specified products and services to the Client.
Service Associates	The individual who provides People-care services to a Service Recipient under the terms of a Scope of Work.
Service Recipient	The individual who receives the services provided by a Service Associate
Site Location	The home, office or such other premises where a Service Associate is deployed.
Working Day	Unless otherwise mentioned in the proposal or sales order, 'Working Day' shall mean 08:30 hours (Eight Hours and Thirty Minutes), including 30 (thirty) minutes for

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lunch/dinner/breakfast/other break. If the travel time from the Site Location to the office of Kea Services is more than 30 minutes, then such additional time shall be considered as part of the 08:30 hours (Eight Hours and Thirty Minutes) of Working Day.

2. Scope

- a. All proposals and all sales are subject to Kea's Terms of Sale. These terms would apply irrespective and override any and all terms mentioned in the PO.
- b. The latest version of these Terms of Sale shall automatically supersede any and all previous versions and shall be automatically applicable for all previous and past Sales Orders.

3. General

- a. GST shall be applicable on actuals and payable by the Client.
- b. Transportation/Logistics shall be applicable on actuals and payable by the Client.
- c. Though much care is taken, customer proposals may not be comprehensive in some cases and for any clarification Clients must contact Kea Services Operations Team.
- d. Anything not specifically included in a scope of work shall, by default, be treated as an exclusion.
- e. Client agrees that they shall not solicit, recruit or hire a Service Associate or an employee of Kea Services for a period of one (01) year from the date of termination of any Sales Order or Work Contract with Kea Services.

4. Specific to People-Care Services

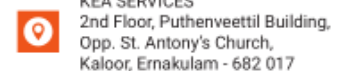
- a. Clients must ensure that a safe and secure working environment is provided for the Service Associates deployed at the Site Location.
- b. If the Service Associate is deployed for long-term, Clients must provide Bed Room/Proper sleeping space, Space for own/personal washing, Breakfast, Lunch, Dinner and water, to the Service Associates.
- c. After finalisation of the proposal Kea Operations staff will conduct a survey at the Site Location and submit a report with recommendations.
- d. In case of Sales Orders with a contract term exceeding 15 (fifteen) days, Clients will be invoiced once every fifteen days. Payment by cheque or bank transfer within 5 days of invoice receipt.
- e. In case of Sales Orders with a contract term less than 15 (fifteen) days, Clients will be issued an invoice based on which Client must make the payment by cheque or bank transfer within 5 days of invoice receipt.
- f. Anything not mentioned or included in the scope of work shall be considered as an Exclusion and shall not be the responsibility of the Kea Services/Service Associate.
- g. Although Kea Services does reasonable efforts to verify the skills, abilities, experience, qualifications, performance and such other matters regarding a Service Associate, Kea Services shall not be responsible for any discrepancy or inaccuracy in this regard.

5. Specific to Kea Select products & Consumables

- a. Kea Services does not provide a warranty or guarantee on Kea Select products and services or for consumables. The original manufacturer solely warrants these products and services.

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- b. Client will be invoiced immediately for these products and services. Client must make the payment by cash or bank transfer within one day of invoice receipt.
6. Personal Data Protection and Confidentiality
- a. The Client hereby provides their consent to Kea Services and its affiliates for the holding and processing of their personal data for all purposes of the administration and management of the sales orders, contracts and/or work. The Client hereby provides their consent to their personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Kea Services in India and any other countries where Kea Services, its affiliates and their clients have offices or data centers. Client agrees that Kea Services and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities. Client shall have the right to amend, modify or alter their personal information. Kea Services will exercise all reasonable diligence for safeguarding the Client's personal information, as has been disclosed by them. However, this obligation will not be applicable in case of legally required disclosures. The Client acknowledges and agrees that the Organisation may, in the course of its business, be required to disclose personal data relating to them, during or after the end of a work contract to any group/statutory bodies/authorities as required under applicable law/requirements. This clause will survive even after the term of a Sales Order.
  - b. During the course of the delivery of a Sales Order, Client may have access to information and/or documents of the Kea Services, its affiliates, its clients or certain third parties, which are private, business sensitive, confidential and/or proprietary (together, "Confidential Information"). Client is obliged to keep this Confidential Information as secret and must not, without prior and specific written permission from Kea Services, disclose any such information, received from whatever source and however you may learn it, to any person or third party. Any breach of confidentiality requirements maybe cause for immediate termination of a Work Order or these 'Terms of Sale' and shall also entitle Kea Services to initiate legal action against the Client for such a breach.
7. Indemnity
- a. Client agrees to indemnify and hold harmless Kea Services, its service associates, executives, employees, clients and affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Kea Services, its service associates, executives, employees, clients and its affiliates which is attributable to the Client, resulting from any of their act or omission irrespective of whether it constitutes a breach of the terms the Sales Order. This obligation will survive even after the term of a Sales Order.
8. Force Majeure
- a. Neither party shall be liable to the other for any delay or failure to perform any of its obligations (other than for the payment of fees) caused by Force Majeure. If such delay or failure lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, the relevant Order by giving written notice to the delayed party. "Force Majeure" refers to circumstances beyond a party's reasonable control including, without limitation, act of God, war, riot, civil commotion, terrorist acts, malicious damage, governmental or regulatory actions, accident,

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breakdown of plant or machinery, local or national emergency, explosions, fire, natural disasters, severe weather or other catastrophes, epidemics/pandemics, general import/export/customs process problems affecting supplies to Kea Services or to Client, shortages in materials, failure of a utility service or transport network, embargo, strike, lock out or other industrial dispute (whether involving Kea's workforce or any other party), or default of suppliers or subcontractors due to any of the preceding events.

9. Term & Termination

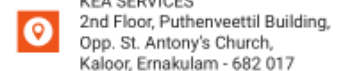
- a. These 'Terms of Sale' is effective upon execution of an Order and continues until it is terminated in accordance with this clause. Either party may terminate these 'Terms of Sale' for material breach by the other party if such other party has failed to cure the breach within a reasonable grace period of no less than 30 days as set forth by the other party in writing; or if a party declares bankruptcy or is adjudicated insolvent. In addition, Kea Services may terminate these 'Terms of Sale' or Orders with 05 (five) days' written notice if: Client does not make payment as required.
- b. Sales Orders with a contract term exceeding 15 (fifteen) days, either party may terminate the Order with a notice of 05 (five) days to the other party.
- c. Sales Orders with a contract term less than 15 (fifteen) days, either party may terminate the Order with a notice of 15 (fifteen) days to the other party.
- d. Sales Orders or confirmations for Kea Select products, Consumables & Errands, once accepted by Kea Services, cannot be terminated by the Client.

10. Miscellaneous

- a. These 'Terms of Sale', and each Sales Order hereunder comprise the complete statement of the agreement of the parties regarding the subject matter thereof and may be modified only by written agreement. Pre-printed terms on any Order or any term or condition on a customer form/document, shall have no legal effect and do not modify or supplement these Terms of Sale, even if Kea Services does not expressly object to those terms when accepting a Purchase Order or Sales Order. Any document and/or information which are incorporated by reference (including reference to information contained in a URL or policy) form an integral part of these 'Terms of Sale'.
- b. These 'Terms of Sale' does not establish a commitment of the Client to procure, nor an obligation of Kea Services to offer or supply or provision, any Products and Services unless the parties have agreed on a Sales Order.
- c. The parties are independent contractors for all purposes under these 'Terms of Sale' and cannot obligate any other party without prior written approval. The parties do not intend anything in this 'Terms of Sale' to allow any party to act as an agent or representative of a party, or the parties to act as joint venturers or partners for any purpose. No party is responsible for the acts or omissions of any other.
- d. Failure to enforce a provision of these 'Terms of Sale' will not constitute a waiver of that or any other provision of these 'Terms of Sale'.
- e. Client shall not assign, transfer or novate these 'Terms of Use', any Sales Order, or any right or obligation thereunder or delegate any performance without the prior written consent of Kea Services.

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- f. If Kea Services and the Client have mutually agreed in writing to any exceptions to these 'Terms of Sale', then only the remaining stipulations/provisions of these 'Terms of Sale' shall be applicable.
- g. If the Client and Kea Services have entered into a separate written agreement that applies to certain Sales Orders for specific products or services, in which case, the separate written agreement shall govern Clients purchase and use of such specific products or services. In such an instance the remaining stipulations/provisions of these 'Terms of Sale' shall be applicable.
- h. The parties agree that if any portion of this agreement is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.
- i. The parties will provide all notices under these 'Terms of Sale' in writing. Client must provide notices to Kea Services at the address on the first page of these 'Terms of Sale'.
- j. Any dispute under this contract shall be subject to arbitration under the Arbitration & Conciliation Act, 1996.
- k. The courts of Cochin, Ernakulam, Kerala, India shall have jurisdiction for all matters under this contract.



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