

Country Schedule – India

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Law and Dispute Resolution**

2.1. *The Agreement and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by and construed, interpreted and enforced in accordance with the laws of India, and, subject to the dispute resolution process described in paragraph 2.2 of this Country Schedule, shall be subject to the exclusive jurisdiction of the competent courts of India located in the city of the Vialto office from where Vialto is providing the Services under the relevant Agreement.*

2.2. *Any unresolved dispute relating in any way to the Services or the Agreement shall be resolved by arbitration. The arbitration will be conducted in India in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be the city of the Vialto office from where Vialto is providing the Services under the relevant Agreement. The arbitration panel shall have no power to award damages inconsistent with the Limitation of Liability provisions or any other terms below.*

2.3. *Any Claims by Client in relation to the Services or the Agreement must be brought within six months from the date Client became aware or should reasonably have become aware of the facts that give rise to the alleged Claim and, in any event, no later than three years after the cause of action accrued.*

3. **Other Adjustments Required by Local Law**

With respect to Tax Compliance and Consulting Services, if tax representation services are needed in India, a specific power of attorney must be executed in favor of an individual, identifying such person as Client's or Authorized Employee's "Authorized Representative" in accordance with the provisions of the Income-tax Act, 1961.