
FINANCIAL SERVICES AGREEMENT

TENSILE-INDIA, a “Business Solutions Provider”, hereinafter referred to as the “Consultant”;
AND

_____, a fasteners / automotive components / other parts manufacturing company, having its registered office at _____, India, hereinafter referred to as the “Supplier”.

The Consultant and Supplier are collectively referred to as the “Parties.”

1. Scope of Financial Services

The Company shall facilitate and coordinate professional auditing, accounting, and taxation services for the Supplier through its designated financial professionals and Chartered Accountants:

- **Statutory Audit:** Statutory audits of companies and co-operative societies in compliance with relevant regulatory provisions and applicable law.
- **Direct & Indirect Taxation:** Tax advisory, computation, and representation for companies, firms, and individuals, including statutory tax audits under the Income Tax Act.
- **Preparation of Financial Statements:** Compilation and finalization of financial statements (Balance Sheet, Profit & Loss Statement, and required disclosures) adhering strictly to the latest Accounting Standards (AS/Ind AS).
- **Financial Analysis & Strategic Planning:** Financial statement analysis to facilitate corporate decision-making, including Capital Budgeting, operating budgets, and financial feasibility assessments.
- **Tax Compliance & Advisory:** Ongoing compliance, filings, assessments, and dispute handling for Goods and Services Tax (GST), Income Tax, and legacy issues concerning Central Excise & Service Tax.

2. Single Point of Contact & Non-Circumvention

- **Strict Non-Circumvention:** All financial engagements, documentation exchanges, reviews, and statutory filings must be routed exclusively through the Company's authorized representatives.
- **Prohibition of Direct Contact:** The Supplier, its directors, partners, officers, employees, or affiliated entities shall **under no circumstances contact, engage, consult, or solicit the designated Chartered Accountant (CA), audit team, or tax expert directly**, whether in person, via phone, email, messaging apps, or any third party.
- **Consequences of Violation:**
 - **Immediate Termination:** Any direct outreach, attempt to bypass the Company, or unauthorized communication with the designated CA shall constitute a material breach of this Agreement, resulting in the immediate termination of the Supplier from this engagement and removal from **all other services and vendor networks** provided by the Company.
 - **Non-Refundable Policy & Forfeiture:** All fees, advance payments, retainer retainers, or charges paid by the Supplier under this Agreement are **strictly non-refundable**. In the event of a breach of this clause, no portion of any paid amount shall be returned, and all ongoing tasks will cease immediately without liability to the Company.

3. Payment Terms & Non-Refundability

- **Professional Fees:** The Supplier shall pay the agreed professional fees & applicable GST prior to the commencement of each audit or compliance milestone.
- **Strictly Non-Refundable:** All payments made under this Agreement are strictly non-refundable under any circumstances, including voluntary withdrawal, early termination, delayed submission of records by the Supplier, or termination resulting from direct contact violations.
- **Out-of-Pocket Expenses:** Government statutory filing fees, portal charges, and pre-approved official expenditures shall be borne separately by the Supplier.

4. Obligations of the Supplier

- Provide complete, authentic, and timely records, ledgers, vouchers, prior audit reports, and statutory returns exclusively through the Company's designated coordination channel.
- Ensure full accuracy and truthfulness of all financial information furnished for regulatory and statutory filings.

5. Confidentiality

All financial records, assessment details, internal statements, and commercial data shared between the parties shall be treated as strictly confidential and will not be disclosed to any third party except as required by law or regulatory authorities.

6. Governing Law, Dispute Resolution & Jurisdiction

- **Arbitration:** Any dispute arising out of or in connection with this Agreement shall be settled amicably, failing which it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be **Chandigarh**.
- **Exclusive Jurisdiction:** The courts at **Chandigarh**, under the supervisory and appellate jurisdiction of the **Hon'ble High Court of Punjab and Haryana at Chandigarh**, shall have exclusive jurisdiction over any disputes, suits, or proceedings arising out of this Agreement.

SIGNATURES

FOR TENSILE-INDIA

Name: _____

Designation: _____

Signature: _____

Date: _____

FOR THE SUPPLIER

Company Name: _____

Authorized Signatory: _____

Designation: _____

Signature: _____

Date: _____

Company Seal: _____