BCG

PURCHASE
ORDER
TERMS

Purchase Order Terms

1. AGREEMENT

1.1 "Agreement" means: (i) the applicable purchase order issued by BCG; (ii) these Purchase Order Terms ("**PO Terms**"); and (iii) additional written agreements, if any, relating to the transaction signed by BCG and the indicated provider such as a master agreement, statement of work or letter agreement ("**Additional Agreements**"). The Agreement is the sole and exclusive agreement between the indicated provider ("**Supplier**") and BCG with respect to the goods and/or services provided by Supplier under the applicable purchase order (collectively, "**Deliverables**"). By providing Deliverables to BCG, Supplier is bound by the Agreement. Supplier and BCG are each a "**Party**" and collectively the "**Parties.**" "**BCG**" means the BCG entity that is a party to the Agreement and its Affiliates.

1.2 In the event of a conflict among the terms of the Agreement, the applicable BCG purchase order will take precedence followed by (i) the Additional Agreements; and (ii) these PO Terms.

1.3 An "**Affiliate**" means an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with The Boston Consulting Group Inc.

1.4 The Agreement constitutes BCG's offer to Supplier, which BCG may revoke at any time prior to Supplier's acceptance. The Agreement is not BCG's acceptance of any offer to sell, quotation, or proposal. Reference in the applicable purchase order to an offer to sell, quotation, or proposal will not constitute a modification of these PO Terms.

1.5 Supplier states that it presently has no interest, and will not have any interest, direct or indirect, which would conflict with the provision of Deliverables under the Agreement.

2. PERFORMANCE/ WARRANTIES:

Supplier warrants that Deliverables will be free from defects in material and workmanship and will conform to any specifications or requirements in the Agreement or agreed upon by the Parties in writing. If a Deliverable(s) fails to meet such specifications or requirements or is otherwise nonconforming or not fit for purpose, Supplier will, at its own expense and within 10 days of receipt of written notice, either correct the deficiency or provide a plan acceptable to BCG for correcting the deficiency. If Supplier does not correct the deficiency within the 10-day period or BCG does not accept the corrective plan, BCG may, at its sole discretion, require Supplier to: (i) provide a full refund; or (ii) promptly replace or reperform the Deliverable(s) at no charge. Deliverables will be subject to inspection and acceptance by BCG.

3. DELIVERY/ACCEPTANCE:

Prices for Deliverables will be based on delivery at the location specified by BCG. Supplier is responsible for all duties, tariffs, freight, insurance, and other costs related to transportation and delivery. Title to and risk of loss/ damage for goods remain with Supplier until BCG has inspected and accepted the Deliverables. Supplier is the importer and exporter of record. Supplier will provide free replacement of Deliverables lost or damaged in transit, at no additional charge, within 3 business days of receipt of notice from BCG. If Supplier does not deliver Deliverables on time, BCG may terminate the Agreement as provided for in section 8.

4. PAYMENT; INVOICING; TAXES

4.1 All prices are exclusive of VAT or similar taxes. Prices or fees are firm and will remain firm until deliveries or services are complete unless otherwise expressly agreed to in writing by the Parties.

4.2 Supplier may invoice BCG after delivery has taken place in accordance with section 3 above. Invoices must include adequate documentation, including, as applicable: (i) a statement that the Deliverables comply with the provisions of the Agreement; (ii) an explanation of the Deliverables provided during the period covered by the invoice, including applicable purchase order number, invoice number, BCG project number, invoice date, name of the requestor, description of the Deliverables and the corresponding price (which must match the ; and (iii) if expense reimbursement is provided for in the Agreement in relation to Supplier's Deliverables, itemized expenses with receipts or other documentation if a receipt is unavailable.

4.3 BCG will pay correct invoices within 45 days after receipt. BCG's payment of an invoice does not constitute acceptance of Deliverables. BCG may postpone and/or offset payment if Supplier owes BCG money or if BCG disputes the amount due in good faith.

4.4 BCG will pay sales, use, value added, goods and services, and other similar taxes imposed by a governmental entity, excluding taxes based solely on Supplier's income or property. BCG will pay such tax(es) in addition to the sums due under the Agreement provided that Supplier itemizes them separately from the fees, on a proper invoice, and Supplier will provide proof of payment if requested by BCG. If BCG must withhold or deduct taxes from a payment, BCG will not "gross up" payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible.

4.5 If Supplier Personnel receive BCG laptops or other equipment to perform the Services ("**Equipment**"), such Equipment must be returned to BCG in good working order before BCG will pay Supplier's final invoice.

5. OWNERSHIP OF DELIVERABLES; INTELLECTUAL PROPERTY RIGHTS

5.1 Supplier hereby assigns and grants to BCG all rights and licenses necessary for BCG to access, use, transfer, sublicense, and sell the Deliverables, to exercise the rights granted under the Agreement, and pass-through the same to its Affiliates and designated users, for BCG's use and benefit and in providing services to BCG's clients and business partners. Except for proprietary materials, programs, and documentation provided by Supplier or its suppliers and in existence prior to the services being performed under the Agreement ("**Pre-Existing Materials**"), all right, title and interest in Deliverables, including all intellectual property rights, will be BCG's exclusive property, to the extent permitted by applicable law. Supplier hereby assigns to BCG ownership of all right, title, and interest in the Deliverables, excluding Pre-Existing Materials, and waives any moral rights therein.

5.2 Supplier hereby assigns and grants to BCG an irrevocable, non-exclusive, worldwide, perpetual, and fully paid-up right and license to use and modify the Pre-Existing Materials to the extent necessary for BCG to use the Deliverables as provided for in section 5.1 above. Supplier will not incorporate Pre-Existing Materials or open-source software into Deliverables without BCG's prior written approval.

5.3 BCG may install and use software Deliverables on equipment owned or controlled by BCG or on cloud platforms provided by third parties. To the extent Deliverables consist of cloud-based services, BCG may use those services as provided for in section 5.1 above.

5.4 Supplier will indemnify, defend, and hold harmless BCG from claims that a Deliverable infringes or misappropriates intellectual property right of a third party. If a claim of infringement is made, Supplier will, at its own expense, promptly exercise the first of the following remedies that is practicable: (i) obtain for BCG the rights granted under the Agreement; (ii) modify the Deliverable so it is non-infringing and in compliance with the Agreement; (iii) replace the Deliverable with a non-infringing one that complies with the Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any fees paid.

6. COMPLIANCE WITH LAWS

6.1 Supplier will: (a) perform the services and provide the Deliverables in a prompt, efficient, professional and ethical manner in accordance with that standard of skill, care, and diligence normally provided by a professional providing the same types of services and (b) comply with all applicable laws and regulations governing Supplier's activities under this Agreement, including without limitation, securities laws, data privacy laws, export/import and economic sanctions laws ("**Trade Control Laws**"), laws for the protection of human rights and the environment, immigration, labor, and employment laws modern slavery laws, and laws prohibiting bribery and corruption, including the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010, and all contract clauses required by such laws are incorporated by reference. Supplier will promptly report to BCG any actual or suspected instances of corruption, bribery, or Modern Slavery by Supplier's vendors, subcontractors, or agents. "**Modern Slavery**" has the meaning given to that term under the Modern Slavery law of the country where the Services are provided, or in the absence of such a law, as the term is defined by the United Nations Human Rights Council. Supplier will keep sufficient records to enable BCG to verify the source of supply of the services and upon request by BCG, provide BCG with reasonable access to such records. Supplier will also maintain books and records that describe in accurate and reasonable detail all expenditures incurred by Supplier in connection with this Agreement and will permit BCG to inspect such books and records as reasonably requested by BCG.

6.2 Unless otherwise agreed in writing, Supplier will not provide Deliverables to BCG that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, Supplier will provide BCG the export control classification under applicable Trade Control Laws for any Deliverables provided under this Agreement.

6.3 Supplier will promptly notify BCG of violations of applicable law by Supplier or its suppliers in its performance of the Agreement, and will indemnify, defend, and hold harmless BCG from and against third party claims, losses, expenses, damages, or fines (including reasonable attorney's fees) arising from a breach sections 6 or 14 of these PO terms by Supplier, its employees, contractors, or suppliers.

7. LIABILITY AND INSURANCE

7.1 To the extent permitted by law, neither party will be liable for lost revenue, lost profits, incidental, indirect, consequential, special, or punitive damages, and BCG's aggregate liability to Supplier will not exceed the total price payable by BCG to Supplier under the Agreement.

7.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, workers' compensation, auto, errors and omissions/professional liability, and commercial general/public liability coverage) in amounts consistent with Supplier's industry practice, potential liability under the Agreement, and as required by law. If Supplier has access to personal data under the Agreement, insurance coverages will also include cyber liability (data privacy). At BCG's request, Supplier will furnish to BCG a Certificate of Insurance certifying that the required insurance coverage is in effect, with waiver of subrogation, naming BCG as an additional insured, and containing a covenant that such coverage and will not be canceled or materially changed without 30 days' prior written notice to BCG.

8. TERMINATION:
BCG may terminate the Agreement for convenience at any time, in whole or in part, by notifying Supplier in writing. Unless expressly provided for in the Agreement, Supplier will not charge BCG early termination fees.

9. CONFIDENTIALITY AND PUBLICITY

9.1 Supplier will keep the existence, nature and the content of the Agreement, BCG Data, and any other BCG information, confidential and not disclose it to third parties. "**BCG Data**" means all information, materials, data, and intellectual property of BCG or its clients or other suppliers, collected, stored, hosted, processed, received and/or generated by Supplier in connection with providing the Deliverables to BCG, including BCG Personal Data. "**BCG Personal Data**" means personal data owned, licensed, or otherwise controlled or processed by BCG, including personal data processed by BCG on behalf of its clients. Supplier will ensure that its employees, contractors, and agents (collectively, "**Supplier Personnel**") are aware of, and have committed to, confidentiality and legal obligations with respect to such information. Supplier will not, without BCG's prior written consent in each instance, (i) use BCG's name or likeness in any advertising, publicity, client list, website or otherwise, or (ii) represent, directly or indirectly, that BCG is Supplier's client. Notwithstanding the foregoing, Supplier may disclose BCG's name to third parties to the limited extent that such disclosure is necessary to perform services under the Agreement.

9.2 Supplier may only use confidential information to perform its obligations under the Agreement.

9.3 Upon: (i) expiration or termination of the Agreement; or (ii) the request of BCG; Supplier will return all BCG confidential information and BCG Data or delete such information.

10. RELATIONSHIP OF THE PARTIES; ASSIGNMENT; SUBCONTRACTING

10.1 The Parties' relationship, as established by this Agreement, is that of independent contractors. This Agreement does not create a partnership, joint venture, or similar business relationship. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other Party. No employee or subcontractor of Supplier will be deemed to be an BCG employee. Supplier Personnel are not entitled to workers' compensation benefits under BCG's policy and Supplier hereby waives all rights to file any claims against BCG if Supplier Personnel are injured while performing the services and providing the Deliverables.

10.2 Supplier will not assign or transfer the Agreement or its rights or obligations to any third party without BCG's prior written consent. Supplier will obtain BCG's prior written consent to use subcontractors for services provided under this Agreement, and Supplier will remain responsible for all acts, errors, or omissions of its subcontractors including sub-processors.

11. SUPPLIER CODE OF CONDUCT: Supplier will comply with BCG's Supplier Code of Conduct (https://media-publications.bcg.com/BCG- Supplier-Code-of-Conduct.pdf).

12. GOVERNING LAW AND DISPUTES: The Parties will make good faith efforts to resolve any dispute arising under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process. This Agreement will be governed by and construed in accordance with the laws of the country or state where the primary BCG entity receiving Deliverables under this Agreement is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. GENERAL: No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of those powers, rights, or remedies. For purpose of the Agreement an email qualifies as a "writing." If any part of the Agreement is found to be invalid, unlawful, or unenforceable, such part will be severed from the remainder of the Agreement, which will continue to be valid and enforceable. Changes to the Agreement will be valid and binding only if set forth in a written agreement signed by Supplier and BCG. Any click-through, online, or other terms or licenses accompanying Deliverables are void and non-binding on BCG. Any counteroffer by Supplier or terms contained in Supplier's response to, or acknowledgment or acceptance of, the Agreement that are additional to, or different from, the terms set forth in the Agreement will not apply and are hereby expressly rejected by BCG. Suppliers providing goods or services which require Supplier to transmit, use, maintain, process, or dispose of BCG Data, or to develop or provide software or technology services, will also comply with the attached Data Privacy and Security Addendum. The provisions of these PO Terms, which by their nature survive termination or expiration, including but not limited to provisions 4, 5, 6, 7, 9, 12, 14 and 15, will survive termination or expiration of the Agreement.

Purchase Order Terms Data Privacy And Security Addendum

This Data Privacy and Security Addendum ("Addendum") is an addendum to the preceding PO Terms. It applies to suppliers providing goods or services under a Purchase Order which require the supplier to transmit, use, maintain, process, or dispose of BCG Data (as defined in the PO Terms), or to develop or provide software or technology services

**14. DATA PROTECTION AND PRIVACY** (*for Suppliers processing personal data*)

14.1 In addition to Supplier's obligations under sections 6, 9, 10, and 15, Supplier will comply with this section 14 when processing BCG Personal Data, as defined in section 9.1 of the PO Terms.

14.2 If Supplier processes BCG Personal Data in the course of providing Deliverables to BCG or fulfilling its obligations under the Agreement, Supplier will: (i) only process BCG Personal Data in accordance with BCG's written instructions or to the extent reasonably necessary for the performance of the Agreement, and at all times in compliance with applicable laws and regulations including, without limitation, the General Data Protection Regulation (EU) 2016/679, the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("**CPRA**") and any other relevant national laws implementing the same, all as amended, replaced or superseded from time to time ("**Applicable Data Protection Laws**"); (ii) cooperate and assist BCG in ensuring that data subjects' rights are timely and appropriately addressed, in a manner that permits BCG to fulfil its obligations under Applicable Data Protection Laws; (iii) cooperate and assist BCG and its clients with ensuring their compliance with Applicable Data Protection Laws;(iv) provide BCG and/or any supervisory authority with all information needed to demonstrate Supplier's compliance with the Agreement and Applicable Data Protection Laws, and allow for audits and inspections conducted by BCG or its designated representative; (v) not retain BCG Personal Data longer than needed for the performance of the

Agreement or as required by Applicable Data Protection Laws; (iv) not transfer BCG Personal Data (of European data subjects) outside the European Economic Area or to a country that is not recognized by the European Commission as having an adequate level of protection without BCG's prior written approval; and (vi) ensure that sub-processor(s) are bound by a written agreement that includes the same data protection obligations as set out in the Agreement.

14.3 "**Security Incident**" means a known, or reasonably suspected, accidental, or unauthorized loss, acquisition, disclosure, access, use, or other compromise of BCG Data. Supplier will implement and maintain commercially reasonable and appropriate physical, technical, and organizational security measures, including those set out in Section 15 below, to protect BCG Data against a Security Incident and all other unauthorized or unlawful forms of processing. Supplier will (i) notify Supplier's point of contact at BCG in writing and without undue delay upon Supplier's discovery of a Security Incident; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the Security Incident, including cooperating with BCG's remediation efforts, mitigating any damage, and developing and executing a plan, subject to BCG´s approval, that promptly reduces the likelihood of a recurrence of the Security Incident.

14.4 Supplier will notify BCG promptly in writing of any investigation, litigation, arbitrated matter, or other dispute relating to Supplier's or its sub- contractors' information security or privacy practices
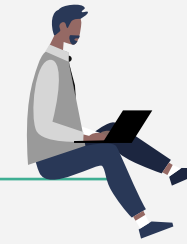
15. INFORMATION SECURITY (*for Suppliers providing software and technology services*)

15.1 Industry Standards. Supplier will implement appropriate technical and organizational security measures that comply with Industry Standards in all applicable goods, services, equipment, software systems and platforms that Supplier uses to access, process and/or store BCG Data. "Industry Standards" means security measures that are commercially reasonable in the information technology industry and that are designed to ensure the security, integrity, and confidentiality of BCG Data, and to protect against Security Incidents.

15.2 Illicit Code. Except for the functions and features expressly disclosed in Supplier's documentation made available to BCG, Deliverables will be free of programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, malware, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, back doors or passwords allowing Supplier access) that may result in inoperability, damage, interruption, or interference of the Deliverables or any equipment on which the Deliverables reside or with which the Deliverables are capable of communicating.

15.3 Security of Software Components. Supplier will inventory all software components, including open-source software, used in Deliverables, and provide this inventory to BCG upon request. Supplier will assess whether components have security defects or vulnerabilities that could lead to a Security Incident. Supplier will perform assessments prior to providing BCG with access to the software

components and on an on-going basis thereafter during the term of the Agreement. Supplier will promptly notify BCG of any identified security defect or vulnerability and remediate the same in a timely manner. Supplier will promptly notify BCG of its remediation plan. If timely remediation is not possible, Supplier will replace the subject software component with a non-defective component that does not reduce the Deliverable's functionality.

15.4 Security Assessment. If BCG reasonably determines that Supplier's security practices or procedures do not meet Supplier's obligations under the Agreement, BCG will notify Supplier of the deficiencies. Supplier will without unreasonable delay: (i) correct the deficiencies at its own expense; (ii) permit BCG, or its duly authorized representatives, to assess Supplier's security-related activities that are relevant to the Agreement; and (iii) promptly complete a security questionnaire upon BCG's request. Supplier will remediate security issues within mutually agreed-upon timeframes. If Supplier fails to remediate high or medium-rated security issues within such timeframes, BCG may terminate the Agreement in accordance with section 8 above.

15.5 Application Hardening. Supplier will comply with section 15.5 if Supplier is providing BCG with access to or the use of software, including SaaS or cloud-based software. Supplier will maintain and implement secure application development policies, procedures, and standards that align to Industry Standard practices, such as SANS Top 35 Security Development Techniques and Common Security Errors in Programming and the OWASP Top Ten project. This applies to web and mobile applications, embedded software, and firmware development. Supplier Personnel responsible for application design, development, configuration, testing, and deployment will be qualified to perform such activities and receive appropriate training on such policies, procedures, and standards.

15.6 Infrastructure Vulnerability Scanning. Supplier will perform scans of its internal environments (e.g., servers, network devices, etc.) related to Deliverables on a monthly basis, and will perform scans of external environments related to Deliverables on a weekly basis. Supplier will have a defined process to address any findings, and will address high-risk vulnerabilities within 30 days.

15.7 Application Vulnerability Assessment. Supplier will comply with this section 15.7 if Supplier is providing BCG with access to or the use of software, including software-as-a-service or cloud-based software. Supplier will perform application security vulnerability assessments prior to new releases. Tests must cover all application and/or software vulnerabilities defined by the OWASP or listed in the SANS Top Cyber Security Risks

or its successor. Supplier will ensure all high-risk vulnerabilities are resolved prior to release. Supplier will provide a summary of the test results including any open remediation points upon request. Supplier will have a defined process to address any findings and will ensure that any high-risk vulnerabilities are addressed within 30 days.

15.8 Penetration Tests and Security Evaluations. Supplier will perform comprehensive penetration tests and security evaluations of all systems and websites involved in providing Deliverables prior to use and on a regular, recurring basis. Supplier will use industry-recognized independent third parties to perform such tests and evaluations. Supplier will have a defined process to address findings but must address high-risk vulnerabilities within 30 days. Supplier will provide summaries of all tests and evaluations, including open remediation points, to BCG upon request.

15.9 Asset Management. Supplier will:
 i) maintain an asset inventory of all media and equipment where BCG Data is stored and restrict access to such media and equipment to authorized Supplier Personnel; ii) classify BCG Data so that it is properly identified and access to it is appropriately restricted; iii) maintain an acceptable use policy with restrictions on printing BCG Data and procedures for appropriately disposing of printed materials that contain BCG Data when such data is no longer needed under the Agreement; iv) maintain an appropriate approval process whereby Supplier's approval is required prior to Supplier Personnel storing BCG Data on portable devices, remotely accessing BCG Data, or processing such data outside of Supplier facilities. If BCG approves remote access, Supplier Personnel will use multi-factor authentication, which may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.

15.10 Access Control. Supplier will maintain an appropriate access control policy designed to restrict access to BCG Data to authorized Supplier

Personnel. All accounts must have complex passwords containing letters, numbers, and special characters, be changed at least every 90 days, and be at least 8 characters long.

15.11 Cryptography. Supplier will maintain policies and standards on the use of cryptographic controls used to protect BCG Data.

15.12 Secure Disposal or Reuse of Equipment. Supplier will verify that all BCG Data has been deleted or securely overwritten using Industry Standard processes, prior to disposal or re-use of equipment containing storage media.

15.13 Operations Security. Supplier must enable logging and monitoring on all operating systems, databases, applications, and security and network devices involved in providing Deliverables. Supplier will maintain anti-malware controls designed to protect systems from malicious software, including malicious software that originates from public networks. In addition, Supplier will use anti-malware software (of Industry Standard or better quality), maintain such software at the then current major release, purchase maintenance & support available from the vendor for such software, and promptly implement new releases and versions of such software.

15.14 Information Transfer and Storage. Supplier will use Industry Standard encryption to encrypt BCG Data that is in transit. Supplier will also use Industry Standard encryption to restrict access to BCG Data stored on physical media transported outside of Supplier facilities.

15.15 Workstation Encryption. All computers and devices used by Supplier Personnel to access or process BCG Data will have hard disk encryption of at least 256-bit Advanced Encryption Standard (AES)

Country-Specific Terms

INDIA: For POs issued by The Boston Consulting Group (India) Private Limited, the following tax clause applies:

GOODS AND SERVICES TAX (GST)

1. Supplier represents and warrants that Supplier is registered or has applied for registration under the Act and will notify BCG if it ceases at any time to be so registered.

2. Supplier undertakes to comply with all provisions, rules, and notifications issued under the GST law including but not limited to timely filing of GST returns, timely payment of GST to the government, issuing of tax invoices, e-invoicing rules etc.

3. Supplier undertakes to file correct GST returns and to make all necessary adjustment entries (credit note, purchase returns, debit note) before September of the succeeding financial year or any other date requested so as to enable BCG to avail full ITC.

4. If Supplier fails or delays making the necessary adjustments, providing correct documentation, reporting tax invoices on the GSTN portal, or submitting returns ("Default"), and consequently, BCG is unable to avail any tax credit, Supplier will at its own cost and expense, rectify the Default, along with interest and penalty, if any imposed.

5. Notwithstanding anything to the contrary herein, BCG reserves the right to withhold any GST amount payable, deduct or set-off the amount of loss (including but not limited to tax, input tax credit, interest, and penalty) from any payments (current or future), until Supplier complies with all its obligations hereunder. BCG may require Supplier to execute a bank guarantee, which may be used in case of Default(s) and hold BCG harmless from and against any loss incurred by BCG. Further, if Supplier Defaults on three or more occasions, BCG in its sole discretion may terminate the Agreement and any existing purchase orders without further liability to Supplier.

6. BCG reserves the right to seek additional clarifications or declarations due to changes in the GST law. Supplier undertakes to assist in reconciliation of invoices, resolution of mismatches, etc.

WITHHOLDING TAXES

1. BCG will withhold taxes on payments to Supplier in accordance with the prevailing withholding tax rates prescribed by the Income Tax Act, 1961 at the time of booking of invoice or payment whichever is earlier. BCG will issue withholding tax deduction certificates to Supplier.

2. BCG's turnover is greater than the threshold limit [for preceding financial year (i.e. FY 20-21) exceeds Rs. 10 crores] therefore BCG India is required to withhold taxes as per the newly inserted section 194Q of the Income Tax Act, 1961 on the Purchases of Goods, effective from 1st July 2021. Accordingly, Supplier is not required to collect Tax Collected at Source (TCS) under section 206C(1H) of the Income Tax Act, 1961 on the sales invoices raised on BCG on and after 1st July 2021. If TCS is charged, BCG is not obligated to pay such TCS portion of the invoice. The withholding tax rates will be applicable on the entire purchase consideration (inclusive of indirect taxes, GST, etc.) from the first transaction. BCG will issue withholding tax deduction certificates to Supplier.