

Purchase and Pay Process (India)

The following sets forth the invoicing and payment process to be followed by Parties in accordance with the Services Agreement.

(1) Invoices

Each invoice shall contain, at a minimum, the following information:

- a) McKinsey's complete name & address (details of Bill To and Ship To also needs to be mentioned if applicable)
- b) McKinsey's GST registration number
- c) Unique invoice number
- d) Invoice issue date
- e) McKinsey Requestor initiating services
- f) Service period
- g) Service Provider billing contact info (name & address)
- h) Service Provider permanent account number
- i) Service Provider GST registration number
- j) Individual line items for each service performed that must include at minimum the following: (a) description of each service performed; (b) unit cost; and (c) quantity purchased.
- k) Types of tax and amount of taxes (applicable taxes at the applicable (statutory) rate)
- l) Clear identification of any discounts or adjustments to the fees
- m) Total cast/taxable value
- n) HSN code for goods supplied and SAC code for services rendered
- o) Online transaction number for advances given
- p) Any other fields as may be required by local law of India for invoices

All invoices not in compliance with the above will be returned to Service Provider for correction. All applicable taxes should be charged only in the invoice and should be disclosed separately in the invoice. Service Provider would be required to issue valid tax invoice (as per the prescribed GST or other applicable tax regime) and other documents as may be required to support the invoice.

Service Provider understands that the taxes levied on their invoices will only be creditable once they report them on GST online portal and payment has been made by them to the Government as per rules framed under GST law. Service Provider is therefore responsible for updating the GST collected against the invoice on the GST online portal.

Service Provider agrees that McKinsey can withhold the Service Provider payments or deduct from the next payments in case there is any delay or deficiency in completion of the GST compliance or any other reason attributable on account of Service Provider that prevents McKinsey's ability to claim credit including but not limited to updating the information of the invoice on GST online portal in the prescribed manner. Further, in such an event where McKinsey's inability to claim credit is attributable to acts or omissions of the Service Provider, the Service Provider shall indemnify McKinsey for all losses suffered by McKinsey.

As per Section 16(4) of the CGST Act, Service Provider will ensure that there will be no delay in issuing invoices thereby restricting McKinsey's credit eligibility.

(2) Payments

All invoices shall be paid via NEFT.

In case of overdue payments, Service Provider will send a notification to McKinsey and allow McKinsey sufficient time to investigate and take immediate actions to solve the issues. The contacts for notices will be: Tarun_Gaba@mckinsey.com.

Final invoicing of each service is due no later than three (3) months after the service is provided. Invoices received after this time, shall only be paid, if at all, at McKinsey's discretion.

(3) Contacts

Primary contact for any invoicing issues will be Tarun Gaba (Contact: +91- 124 -6611079, Tarun_Gaba@mckinsey.com). Secondary contact for any issues will be Shailly Goel (Contact: +91 -124 -66111960, shailly_goel@mckinsey.com).

(4) Compliance

Reviews will be performed to verify that Service Provider is following the process set forth in this document.

(5) Withholding taxes.

All payments by McKinsey to Service Provider under the Agreement shall be made after deducting all applicable withholding taxes in respect of the payments to Service Provider.