Fill in this information to identify the case:

Debtor   The Container Store, Inc.

United States Bankruptcy Court for the: Southern   District of Texas
                                                                        (State)

Case number   24-90626

Modified Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1:	Identify the Claim

1. **Who is the current creditor?**

   Jio Haptik Technologies Limited

   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

   ☑ No

   ☐ Yes.   From whom? _____

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?

   Jio Haptik Technologies Limited
   3010 Gaylord PKWY STE 150
   Frisco, Texas 75034, USA

   Contact phone   +918722478999
   Contact email   rupesh.maheshwari@haptik.ai

   Where should payments to the creditor be sent? (if different)

   See summary page

   Contact phone   +91 8722478999
   Contact email   rupesh.maheshwari@haptik.ai

   Uniform claim identifier (if you use one):

   __

4. **Does this claim amend one already filed?**

   ☑ No

   ☐ Yes.   Claim number on court claims registry (if known) _____   Filed on _____
                                                                                          MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☑ No

   ☐ Yes. Who made the earlier filing? _____

Official Form 410   **Proof of Claim**

6.	**Do you have any number you use to identify the debtor?**	☑ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7.	**How much is the claim?**	$ _80000_____. **Does this amount include interest or other charges?** ☑ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

_Services Performed - Agreement dated June 28, 2022_____

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:	$_____	
Amount of the claim that is secured:	$_____	
Amount of the claim that is unsecured:	$_____	(The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

2490626250225000000000001

12.	**Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No		**Amount entitled to priority**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ **Yes.** *Check all that apply:*

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $_____

☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $_____

☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $_____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $_____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $_____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

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13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3:	**Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date   02/25/2025
                 MM / DD / YYYY

   /s/Rupesh Maheshwari
       Signature

Print the name of the person who is completing and signing this claim:

Name   Rupesh Maheshwari
            First name   Middle name   Last name

Title   Authorized Agent

Company   Jio Haptik Technologies Limited
               Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone   _____   Email   _____

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-3046 | International (310) 751-2615

Debtor:

24-90626 - The Container Store, Inc.

District:

Southern District of Texas, Houston Division

Creditor: Jio Haptik Technologies Limited 3010 Gaylord PKWY STE 150 Frisco, Texas, 75034 USA **Phone:** +918722478999 **Phone 2:** **Fax:** **Email:** rupesh.maheshwari@haptik.ai	**Has Supporting Documentation:** Yes, supporting documentation successfully uploaded **Related Document Statement:** **Has Related Claim:** No **Related Claim Filed By:** **Filing Party:**

Disbursement/Notice Parties:

Jio Haptik Technologies Limited

101, Saffron, Nr. Centre Point, Ambawadi

Ahmedabad, Gujarat, 380006
India
Phone:
+91 8722478999
Phone 2:

Fax:

E-mail:
rupesh.maheshwari@haptik.ai
DISBURSEMENT ADDRESS

Other Names Used with Debtor:	**Amends Claim:** No **Acquired Claim:** No

Basis of Claim: Services Performed - Agreement dated June 28, 2022	**Last 4 Digits:** No	**Uniform Claim Identifier:**

Total Amount of Claim: 80000	**Includes Interest or Charges:** No
Has Priority Claim: No	**Priority Under:**
Has Secured Claim: No	**Nature of Secured Amount:**
	Value of Property:
Amount of 503(b)(9): No	**Annual Interest Rate:**
Based on Lease: No	**Arrearage Amount:**
	Basis for Perfection:
Subject to Right of Setoff: No	**Amount Unsecured:**

Submitted By:

Rupesh Maheshwari on 25-Feb-2025 3:25:33 p.m. Eastern Time

Title:

Authorized Agent

Company:

Jio Haptik Technologies Limited

Tax Invoice

Original For Recipient

(SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF IGST)

IRN : **505f6f31c7b53a5c3977fa434f2050d3cea0fc60f20bb9760573f-106746edc42**

Ack No. : **122317451240923**

Ack Date : **17-Jul-23**

Jio Haptik Technologies Limited - (22-23) A-801, Cello Triumph, IB Patel Road, Goregaon East, Mumbai - 400063 GSTIN/UIN: 27AAGCR2800L1ZC State Name : Maharashtra, Code : 27 CIN: U72900GJ2013PLC107560	Invoice No. **JHTL/2324/830**	Dated **17-Jul-23**
		Mode/Terms of Payment **30 Days**
	Reference No. & Date. **JHTL/2324/830 dt. 17-Jul-23**	Other References
Buyer (Bill to) **The Container Store, Inc** 500 Freeport Pkwy, Coppell TX 75019	Buyer's Order No.	Dated
	Country: **United States of America**	
	Terms of Delivery	

SI No.	Particulars	HSN/SAC	Amount
1	***License Fees Exports* (USA)** *Annual Subscription Fee (14th July'2023 to 13th July'2024)*	998314	**$80,000.00**
	Total		**$80,000.00**

Amount Chargeable (in words) *E. & O.E*

USD Eighty Thousand Only

	Taxable Value	Integrated Tax		Total Tax Amount
		Rate	Amount	
	65,39,200.00	0%		
	Total: 65,39,200.00			

Tax Amount (in words) : **NIL**

Remarks:
Annual Subscription Fee (14th July'2023 to 13th July'2024)
Company's PAN/ IEC Code : **AAGCR2800L**

<u>Declaration</u>
Kindly note in case of any changes required or queries that you may have shall be communicated to us within 7 days of receipt of this invoice.

In case no issue persists herein within such stipulated timeline, then post these 7 days, the invoice shall be deemed as undisputed, accepted and the payment terms shall be adhered.

Company's Bank Details
A/c Holder's Name : **Jio Haptik Technologies Limited**
Bank Name : **HDFC Bank (57500000373547)**
A/c No. : **57500000373547**
Branch & IFS Code : **Fort Mumbai 400001 & HDFC0000060**
SWIFT Code : **HDFCINBB**

for Jio Haptik Technologies Limited - (22-23)

Authorised Signatory

This is a Computer Generated Invoice

Service Order Form

Client: The Container Store, Inc	**Contact:** Husin Chandra
Address: 500 Freeport Pkwy, Coppell TX 75019	**Phone:** **E-Mail:** hchandra@containerstore.com
Subscription Fee: $80,000 per year ($160,000 for 2 years) One-Time Fee: $20,000 for up to 7 use cases	Initial Service Term: 2 Years

Services: Deploy Intelligent Virtual Assistant to increase user engagement and generate demand.

Inclusions:

Plan: Advanced

Language: English

Conversations: 1,000,000/year

Channel: Website

*Pricing quoted below is exclusive of any withholding taxes

Billing Milestones & Frequency:

- Subscription Fee – billed annually. Year 1 to be invoiced upon contract signature. Year 2 to be invoiced on the year anniversary.
- One-Time Fee – to be invoiced upon contract signature

JHTL & Container Store Inc

Strictly confidential

TERMS AND CONDITIONS

These Terms and Conditions (TnC's) have been entered into this June 28, 2022, by and between

Jio Haptik Technologies Limited, a company registered under the Companies Act, 2013 having its registered office at 101, Saffron, Nr. Centre Point, Ambawadi, Ahmedabad, Gujarat having CIN: U72900GJ2013PLC107560 and branch office at A-801, Cello Triumph, IB Patel Road, Goregaon East, Mumbai – 400063 and having GST Number: 27AAGCR2800L1ZC ("Haptik"/"Company") AND **The Container Store, Inc**., a Texas corporation, having its registered office at 500 Freeport Pkwy, Coppell TX 75019 ("TCS" / "Client').

These Terms and Conditions include and incorporate the above Service Order Form as well. By using the Services of Haptik, the Client agrees to be bound by these Terms and Conditions.

WHEREAS Haptik is an Enterprise CX Platform that helps brands build powerful Intelligent Virtual Assistants (IVAs) to amplify the engagement, automate critical business processes, increase conversions and deliver support to customers enhancing their experience using artificial intelligence (AI) and machine learning (ML) to extract information and complex data which may be personal data, sensitive personal data or non-personal data from conversations to understand and process them which is hereinafter known as "Solution";

and,

WHEREAS Haptik desires to provide to Client, and Client desires to receive from Haptik, certain of such services subject to the terms set forth in these Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, Haptik and Client hereby agree as follows:

DEFINITIONS

1. **"TnC's"** shall mean the Terms and Conditions, Service Level Agreement (SLA), Service Order Form, and the Haptik's Statement of Work (SOW) including any Annexure's attached hereto and links mentioned herewith. Any conflict between the documents shall be resolved by reading the documents in the order mentioned above.

2. **"Business Day"** shall mean Monday through Friday, excluding public holidays.

3. **"Commencement Date"** shall have the meaning set forth in Section 1 (A) hereof.

4. **"Confidential Information"** shall have the meaning set forth in Section 11 hereof.

5. **"Conversations"** shall mean a session of communications initiated by Client User shopping on Client website and/or on mobile app (not including live chat) for the first twenty-four (24) hours following Client User's second response of the original message. For each completed session, Client shall consume a Conversation.

6. **"Fees"** shall have the meaning set forth in Section 2 (A) hereof.

7. **"Force Majeure"** shall have the meaning set forth in Section 9(A) hereof.

8. **"Saas"** shall mean software as a service.

9. **"Update"** means the modifications or revisions made to the Feature: (i) to improve upon or repair existing features and operations within the Feature; (ii) to ensure compatibility with new releases of existing systems (including hardware, operating systems, and middleware) and external services through standardized interfaces; (iii) to comply with Applicable Laws, regulations, industry standards or market practice, other than an Upgrade.

10. **"Privacy Laws & Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in

particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and shall include any data and information which is classified as 'personal data' under applicable law which is explained in detail in the link mention herein. Based on the applicability the Client shall refer to the relevant link incorporated by reference herein; https://www.haptik.ai/ccpa-data-privacy-annexure and https://www.haptik.ai/gdpr-data-protection-privacy

11. **"Service(s)"** shall have the meaning set forth in Section 1 hereof.

12. **"User"** shall mean a Client customer who utilizes the Solution by sending messages to the chatbot facility and receives responses to his/her queries.

13. **"User Data"** includes generic chat data (conversational data) and information about the Client and about the User including information provided by either in connection with the Service including use of Client's systems (Client User Data) and Haptik services and any Personal Data.

1. Services Provided:

A. Services. Haptik and Client hereby agree that commencing as of June 28, 2022 (the "Commencement Date") and continuing during the term of these TnC's, Client shall utilize Haptik as the provider of the services to Client set forth on Annexure A attached hereto and incorporated herein by reference (the "Services") in exchange for the fees set forth above, subject to the terms set forth in these TnC's

B. Subscription of the Services. Without limiting any other obligation hereunder regarding the provision of the Services, Haptik agrees that it shall provide the Services in accordance with specifications, milestones, procedures, and protocols set forth in the link mentioned herein Haptik's SLA and Haptik's Support.

C. Additional Services. From time to time during the Initial Term or any Renewal Term of these TnC, the Client may request that Haptik provide additional services to the Client. Haptik is under no obligation to provide such services. In the event Haptik agrees to provide such additional services, the parties shall execute a written amendment to these TnCs as set forth in Section 16(E) below and such amendment will be incorporated into these TnCs.

2. Pricing and Payment:

A. Fees for Services: In consideration of the Services, the Client shall pay Haptik the fees set forth in the Service Order Form above.

B. Haptik shall invoice the Client and Client shall pay the invoice(s) to Haptik within forty-five (45) days from the date of receipt of the invoice.

C. The Parties agree that for any subsequent term extension where the Parties have agreed to a rate increase, the charges shall only increase by five percent (5.0%). Such extension shall be documented in a subsequent Statement of Work or Order Form, as applicable.

3. Term, Default and Termination:

A. Unless terminated earlier as provided herein, the term of these TnC's shall commence on the Commencement Date and continue for twenty-four (24) months following the Commencement Date (the "Initial Term"). Client has the option to renew the TnCs at the end of each term for a further term of 12 months unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

B. Client may terminate this Agreement, or any Service Order, at any time for any reason after the one year anniversary, upon thirty (30) days prior written notice to Haptik.

C. In addition to the expiration provisions set forth in Section 3(A), these TnC may be terminated:

    a. upon the failure of Haptik to provide the Services in accordance with the terms of these TnCs, and such failure continues for a period of more than seven (7) business days.

    b. upon the failure of a party to cure a breach of these TnC's within thirty (30) days after the breaching party has received written notice of such breach from the non-breaching party or in the case of a breach of User Personal Data within three (3) business days of receiving notice of the said breach.

    c. immediately by Haptik in the event that Client fails to remit to Haptik the full amount owed, including interest, within the time period required therefore under these TnC's and following ten (10) days of written notice to Client of such failure; or

    d. immediately upon written notice to the other party, in the event the other party voluntarily files or involuntarily has filed against it a petition under the Insolvency and Bankruptcy Code, 2016 (IBC), Indian Bankruptcy laws and/or Haptik, Haptik for any reason ceases doing business in India.

B. Following termination of these TnC's for reasons other than pursuant to Section 3C(b) hereof, Haptik will, for a period of sixty (60) days, provide the Services at the contracted rates herein to ensure a smooth transition of the Services to a third party or to Client. All Subscription fees will be charged until the date of transition & payable by the client as per Clause 2C unless termination is due to a breach by Haptik.

4. Client Obligations:

A. The client will use commercially reasonable efforts to cooperate with Haptik and will provide Haptik access to written descriptions of the Client's products and service offerings and other information reasonably requested by Haptik as is necessary to provide the Services.

B. The client agrees that it shall provide all the User data and all User, system, and business information as required and outlined by Company, including all static data like general queries, FAQs, etc., and all dynamic data requiring technical integration with the Client systems like real-time status, such as report status or User identity, etc. at least 15 days before development and post its implementation shall provide such data as may be required from time to time for the better performance of the facility. It is further clarified that the Client shall be responsible to share with the Company, its typical and pre-defined responses to its Users, which shall be shared through its application.

5. Representations and Warranties:

A. Haptik hereby represents, warrants and covenants to Client as follows:

    a. Haptik has the full right and authority to enter into these TnCs.

    b. Haptik retains the right to engage with a third party and /or assign its rights and obligations herein for consideration but shall keep the Client informed in the event of all anticipated or impending changes in the future likely to impact the Haptik's rendering of Services, including all news and information of any impending mergers, acquisition, takeovers, assignments and the like. The company shall not be held liable in any way for the Client directly onboarding the third party on rendering of the Services under these TnCs. It shall be the responsibility of the Company to monitor the performance delivery of any third-party vendors in case of assignment of services. The Client shall hold the Company responsible only in case of default on the part of the third party initiated by the Company in case of faulty/non-performance/breach of any of the terms and conditions of the Contract.

    c. All Services will be performed by qualified (and where required, properly licensed) individuals in a professional and workmanlike manner conforming to highest industry standards and practices, and in harmony with any other work that may be occurring at locations where the Services are to be provided.

B. Client hereby represents, warrants and covenants to Haptik as follows:

a. Client has the full right and authority to enter into these TnC.
b. The client is not and shall not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of these TnC's or the consummation or performance of any of its obligations hereunder.
c. These TnC's and the obligations contemplated hereunder do not violate any contract or other agreement the Client has entered into with third parties.

C. Haptik and Client hereby represent warrants, and covenants to each other as follows:
a. Both Parties shall take all reasonable measures to ensure that the information transmitted to or from the Company servers with respect to the Services are secure and shall not authorize any third person to have any unauthorized access to the Company servers. Any party may authorize any of its authorized person to use the Services only with the prior written consent of the other party. The client must require such person to apply/follow reasonable security measures as would have been followed by the Client itself.
b. Both parties shall ensure that all necessary approvals, and licenses from the concerned authority(i.e.) within or outside the territory for availing the Services to be provided by Company have been identified and taken as per the responsibilities assigned to both the parties.
c. No party shall at any time post the execution of these TnC's and the commencement of the Services, supplement, modify, substitute or alter the scope of the Services, without prior written consent of the other party.

6. Disclaimer of Warranties:

Except as expressly set forth herein, both parties hereby disclaim all warranties to each other and all third parties, express, implied, statutory or otherwise, with respect to the services, (and all components thereof) including but not limited to implied warranties of merchantability and fitness for a particular purpose. These limitations shall apply notwithstanding any failure of essential purpose.

7. Relationship of the Parties:

A. The relationship created hereunder between Haptik and the Client shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made, or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment, or trust relationship between the parties with respect to the subject matter of these TnCs.
B. Neither Haptik nor Client shall have any authority or power whatsoever to enter into any agreement, contract, or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.
C. Haptik reserves the right to subcontract with third parties with respect to the provision of all or part of the obligations and duties of Haptik arising pursuant to these TnCs. Haptik shall be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors if any.

8. Indemnification:

A. Each party hereto agrees that it shall defend, indemnify, and hold the other party, and any of the other party's respective affiliate companies, officers, directors, agents, and employees (the "Indemnified Party"), free and harmless from and against any and all costs, obligations, liabilities, judgments, claims, damages and expenses (including reasonable attorneys' fees and costs) (collectively, "Losses") arising out of or related to claims or proceedings incurred or brought against the Indemnified Party that arise as a result of the following (the party to whom indemnification is sought hereunder is referred to as the "Indemnifying Party'):
a. The Indemnifying Party's breach of any warranties or representations made by it in these TnCs.
b. The Indemnifying Party's failure to comply in a material respect with any governmental law, statute, ordinance, administrative order, rule, or regulation, unless the claim arises out of or is a result of the other party's breach of these TnC's (or its own acts or omissions causing said failure to comply);

    c.   The Indemnifying Party's gross negligence or willful misconduct;

    d.   The Indemnifying Party's failure to maintain the confidentiality and security of the other party's Confidential Information as is required pursuant to these TnC's;

    e.   The Indemnifying Party's failure to take reasonable steps mitigate any discovered breaches of credit, debit or other payment information, or any other personal information of any customer, by any unauthorized person or entity;

    f.   The Indemnifying Party's failure to provide reasonable notice to customers whose payment or personal information has been or may have been accessed by any unauthorized person or entity during a data breach, or failure to comply with any applicable law or regulation in notifying such customers;

B.   Haptik agrees to indemnify, defend and hold harmless Client, its partners, directors, officers, employees, contractors, agents and customers for, from and against every and all direct expenses, claims (whether such claims are groundless or not), deficiencies, damages, liabilities, costs and losses (including, but not limited to, attorneys' fees, cost of defense, incidental damages and consequential damages incurred), and to satisfy all judgments and decrees resulting from a claim, demand, action, arbitration, suit or other proceeding insofar as it is based upon an allegation that the Services furnished by Haptik (or the components, programs, practices or methods employed by Haptik to complete the Services), infringe upon any patent, copyright, trademark, trade dress or proprietary right.

C.   In claiming any indemnification hereunder, the Indemnified Party will provide the Indemnifying Party with written notice of any claim which it believes falls within the scope of this Section 7. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the Indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's prior written consent. The Indemnified Party further agrees that it shall provide the Indemnifying Party with reasonable information and assistance in connection with such claim or suit.

9. Limitation of Liability:

In no event will either party be liable to the other party for any indirect, incidental, consequential, special or exemplary, lost revenue, punitive damages (even if such party has been advised of the possibility of such damages) arising from any provision of these TnC's issued hereunder.

Without prejudice to the foregoing, the maximum aggregate liability of the Company to the Client and of the Client to the Company under these TnC whether arising from contract, indemnity, tort, or otherwise, shall be limited to the amount of (i) the fees paid by the Client to the Company in the twenty four (24) months preceding the date on which the claim arose; (ii) if company has performed Services to Client for less than twenty four (24) months, the fees Client is contracted to pay Company for the first twenty four months from when Services begin.

The Company and Client shall and will not be liable for (i) any loss including, but not limited to, loss of use, loss of goodwill, loss of data, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or (ii) damage caused by viruses or other technologically harmful material that may infect the other party's computer equipment, computer programs, data or other proprietary material loss of business or anticipated savings, due to the services provided herein except to the extent caused by the other party's gross negligence or willful misconduct. The limitations of liability within this section shall not apply to either party's indemnification obligations in Section 8: Indemnification, where such maximum liability shall be one million five hundred thousand dollars ($1,500,000).

10. Force Majeure:

A.   Neither party shall be liable for any failure of or delay in the performance of these TnC's for the period that such failure or delay is caused by or due to acts of God, public enemy, war, strikes or labor disputes, floods,

fires, accidents, acts of terrorism, inability to obtain sufficient labor, or any legislative, administrative or executive law, order, or requisition of the federal government or any state or municipal government or any subdivision, department or office thereof, or any other cause beyond the parties' reasonable control, including, without limitation, any power outages, loss of telephone or Internet connectivity or similar occurrences that might result from the acts or omissions of third party providers (each a "Force Majeure"), it being understood that lack of financial resources shall not to be deemed a cause beyond a party's control. Each party shall notify the other party promptly of the occurrence of any Force Majeure and carry out these TnC's as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure shall not extend the term of these TnCs.

11. Computer Programs and Data Transfer:

A. All computer software developed and/or utilized by Haptik in conjunction with Haptik's provision of the Services, whether or not the Client has been charged for such software, and all updates, modifications, enhancements, and derivative works of such software and all copies thereof shall be and remain owned by and the sole property of Haptik; provided, however, that software provided to Haptik by Client and developed for Client by a third party, where title to such software vests in Client or is licensed to Client, shall remain the property of Client.

B. Client may be required to transmit electronic data to Haptik in connection with Haptik's provision of Services hereunder. The client shall be responsible for the accuracy of and shall maintain proper backup of, all data and source material sent to Haptik, whether electronically or by the delivery of media. Haptik shall have no liability for damages resulting from or claimed to have resulted from erroneous or incomplete completion, processing, or transmission of information or data. If any data or media furnished by Client is damaged due to Haptik's equipment or processes, Client shall replace such data or media at its own expense. If the Client furnishes data or media that is in unsatisfactory condition for processing or which contains incorrect, incomplete, or corrupt data, the Client shall be required to pay for any Services supplied by Haptik relating to such data or media.

12. Confidentiality and Intellectual Property Rights:

A. The term "Confidential Information" shall mean trade secrets, confidential commercial information, and any other information, knowledge, or data not generally known or available to the public, possessed by or pertaining to the party including, without limitation: (i) information concerning or relating to the services provided by or for the party and the methodology of providing such services, including, without limitation, technical data, know-how, business methods, database tools and techniques, technical and business plans, specifications, drawings, computer programs and programming techniques, network configurations, facilities deployment information, procedures and personal information, (ii) information about the party's products or services, including technical data, know-how, product designs or formulations, (iii) marketing information, including advertising or promotional programs, sales strategies, pricing, or pricing strategies, (iv) information concerning the party's sources of supply, (v) information about the party's employees, consultants, independent contractors or customers, (vi) financial information concerning the party, its affiliates or any of their respective customers, (vii) any similar information about or involving customers of the other party, including any personal information over which such customers have control, (viii) any similar information belonging to a person other than the other party, but to which the other party has had access by reason of its relationship with such person, (ix) any User Data and Personal Data , and (x) the terms set forth in these TnC's. Notwithstanding the foregoing, Confidential Information shall not include: (1) information which is in the possession of the receiving party at the time of its disclosure as shown by the files and records of the receiving party prior to the time of its disclosure, (2) information which is part of the public knowledge or literature (other than as a result of improper action or inaction of the receiving party), and (3) information received from a third party, provided that the source of such information was not bound by any confidentiality agreement with, or any other contractual, legal or fiduciary obligation of confidentiality to the other party with respect to such information.

B. Each Party, for itself and its Agents (as defined below), agrees that it: (i) will hereafter hold any and all Confidential Information of the other party in strict and complete confidence, and (ii) will not, without the

JHTL & Container Store Inc

Strictly confidential

prior written consent of the other party, disclose to any person or entity or use for its own or any other purpose, other than in connection with these TnC's, any Confidential Information of the other party. Each party further agrees that it will take all measures reasonably necessary and appropriate to protect the secrecy, and avoid the unauthorized use or disclosure, of any Confidential Information of the other party. Without limiting the generality of any of the foregoing, each party agrees that it will observe standards of and undertake procedures for confidentiality with respect to the Confidential Information of the other party which are at least equivalent in scope and substance to those standards observed and procedures customarily undertaken by businesses in the industry to protect information similar to the Confidential Information. Each party shall only transmit the Confidential Information of the other party to its agents on a need-to-know basis only for the purpose of that party satisfying its obligations under these TnC's, informing such Agents of the confidential nature of the Confidential Information, and obtaining an agreement from its Agents to be bound by the terms and conditions of these TnC's, including the terms of Client's Customer Data Privacy Policy (defined below).

C.   Haptik shall comply with mutually agreed state, federal or international law applicable to the protection and security of User Data and Personal Data provided to Haptik by Client. Client and Haptik shall each be responsible for any breach of these TnCs by their respective Agents (including Agents who, subsequent to the first date of disclosure of Confidential Information hereunder, become former Agents). Moreover, Client and Haptik shall take all reasonably necessary measures to restrain their respective Agents (and former Agents) from unauthorized disclosure or use of the Confidential Information. The term "Agents" means, collectively, the respective directors, officers, managers, partners, employees, controlling persons, attorneys, affiliates, subsidiaries, agents, professional advisors, subcontractors, vendors, successors, and assigns of Client or Haptik. Without limiting any of the foregoing, Haptik acknowledges and agrees that the term Confidential Information shall at all times include any of Client's User Data and Personal Data, customer sensitive information, including without limitation any customer credit information, billing information, personal and financial data or other information pertaining to Client's customers.

D.   Haptik shall collaborate on security monitoring, security compliance, back-up data retrieval and processing, and incident response. Haptik agrees to provide Client with all information reasonably requested by Client regarding the ability of any subcontractor of Haptik to protect Confidential Information provided by Client hereunder, including, without limitation, documentation relating to any and all security protocols and other measures intended to protect such Confidential Information. Haptik shall provide the requested information within thirty (30) days.

E.   The Company strongly recommends the Client should obtain cyber-insurance to protect itself from cyberattacks and risks relating to information technology infrastructure including, but not limited to, data breaches and network security failures. The Company if required will provide assistance to the Client to remediate, manage and respond to such cyberattack and bill the client at the service provider's current standard services rates.

F.   In the event that a party becomes aware of any misuse or misappropriation of Confidential Information of the other party, such party shall promptly notify the other party of such misuse or misappropriation within 24 hrs. of being aware. The parties agree to use commercially reasonable efforts to cooperate with any investigation by the other party, its Agents, regulators, or investigators with respect to any actual or suspected misuse or misappropriation of, or security breach related to, Confidential Information.

G.   The parties agree that they would be irreparably injured by a breach of this Section 11 by the other party or its Agents and that the other party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 11. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 11 by either party or their Agents.

H.   All intellectual property rights in the logos, brands and trademarks of the parties used in furtherance of these TnC's shall vest with the respective parties. Unless specified to the contrary, nothing in these TnC's shall be interpreted as giving either party any rights in the other party's intellectual property rights.

I.   The client acknowledges that Haptik shall have exclusive ownership of the fundamental core software and technology that drives "Haptik Enterprise Solutions" including the software used in building and developing the automated chat application, the icon, the chat button, chat window, and the design of the chat. The client agrees that it shall not perform any reverse engineering, modification to gain access or knowledge to Haptik's proprietary software or build any software with similar features or create any competition to "Haptik Enterprise Solutions".

J.   Haptik hereby acknowledges that the Services developed and built for the Client as an end-to-end solution and shall belong to the Client and shall include generic chat data (conversational data) and information about

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      Client and about Users to Client's platform (client User Data) and the widget and its contents. All Client User Data generated on Haptik's platform is the sole property of the Client and Haptik has no ownership rights in any Client User Data. Client User Data includes, without limitation, all individually identifiable information about visitors to the Client's platform, including statistical, demographic, and psychographic information.

K. Solely as necessary for Haptik to provide its services to Client, Client grants Haptik a limited license to use Client User Data to perform its obligations to Client. Additionally, Haptik will treat all Client User Data as confidential, proprietary information of the Client, and will protect the confidentiality of Client User Data with at least the same degree of care that Haptik uses to protect its own proprietary information, but with no less than reasonable care, including, without limitation, as may be required to transfer, store and administer such information in accordance with all applicable laws, rules and regulations.

L. All conversational User Data is to be owned by Client. Conversational data includes, without limitation, all generic questions and answers about the client's products, general greetings (like hello, goodbye, etc.), and any other data that does not collect any individually identifiable information about Client User Data. Haptik has the unlimited right at their sole discretion to use the conversational data in aggregate format for further enhancements to its technology and analysis, Haptik enterprise solutions, machine learning algorithms or any other purpose as desired by Haptik.

M. However, Parties agree that all designs, formats, content, and structure adopted by Haptik in the applications, including the widget, which constitutes Haptik's standard formats and structures and are generally associated with Haptik and its trademarks, brand image and copyrights shall belong solely to Haptik and which Haptik shall have the right to replicate for other Clients.

13. Dispute Resolution:

If there is any controversy, dispute or claim arising out of or relating to the interpretation or breach of these TnCs, the parties will endeavor to settle it promptly. If such a dispute cannot be resolved, the parties will promptly initiate and participate in good faith mediation of the dispute, with the mediator to be selected jointly by the parties or, if the parties cannot agree upon a mediator, then by a mediator to be selected jointly by two mediators selected by the parties. If the dispute is not resolved through mediation, the parties will promptly submit such dispute to binding arbitration in accordance with the California Arbitration Act, with one arbitrator to be jointly selected by the parties. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Nothing shall prevent either party from directly seeking injunctive or other equitable relief from any court of competent jurisdiction in situations where (i) the matter concerns the use of Confidential Information or (ii) damages would not adequately compensate for an alleged breach of these TnC's.

14. Publicity:

Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the Services provided under this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship without the express written consent of the other. Only upon written consent, shall either party participate in any marketing or referral activities.

15. Non-Solicitation

The Client shall not interfere with Haptik's relationship with, or endeavor to entice away from Haptik, any person (Employees, Directors, and any other person employed by Haptik) at any time and shall not directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Haptik; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the three (3) months period following the termination of that person's employment with Haptik.

16. Anti-Corruption and Anti-bribery

The Parties shall each do all that is necessary and within their respective power and control to ensure that it will not at any time offer, promise, give, or receive any improper financial payment and/or other improper advantages to or from any person, customer or supplier (whether a public official or otherwise) with the intention of influencing them and obtaining an advantage in the conduct of its business.

17. General Terms:

A. All notices, demands, requests, approvals, consents or other communications to be given or delivered under these TnCs will be in writing and will be deemed to have been given (1) when delivered in person or by courier or confirmed facsimile; (2) upon confirmation of receipt when sent by certified mail, return receipt requested; or (3) five (5) days after deposit in the mail, as the case may be to the addresses indicated below (or to such other addresses as a party may designate from time to time by written notice to the other party).

B. Either party may change the address for notice by providing the other party with ten (10) days prior written notice of the new address.

If to Haptik:

Jio Haptik Technologies Limited

A - 801, Cello Triumph, I.B. Patel Road,

Off Western Express Highway,

Goregaon (E), Mumbai 400 063

India

Attn: Ajay Lulla

If to Client:

The Container Store

500 Freeport Parkway

Coppell, TX 75019

Attn: Legal Department

C. Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive the termination of these TnC's.
D. These TnC's shall be governed, enforced and interpreted in accordance with the laws of California and will be litigated exclusively in the courts of San Francisco, California ("Applicable Law"). In the event any provision of these TnC is held to be unenforceable or invalid under Applicable Law, such provision will be ineffective only to the extent of such unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of these TnCs.
E. These TnC's may be amended, provided that any such amendment will be binding upon any party hereto only if such amendment is set forth in a writing executed by such party. No course of dealing between or among any persons having any interest in these TnCs will be deemed effective to modify or amend any part of these TnCs or any rights or obligations of any person under or by reason of these TnCs.
F. Any provision of these TnC's may be waived, provided that any such waiver will be binding upon any party hereto only if such waiver is set forth in a writing and executed by such party. The waiver of any default, or the remedying of any default in any manner, shall not operate as a waiver of any other prior or subsequent default. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act hereunder. No delay or omission by a party to exercise rights hereunder shall impair any such rights or shall be construed to be a waiver of any such default or any acquiescence therein.
G. The Client shall have the right to audit the Company once in a year by providing a thirty- (30) days written notice, during the Term of these TnC's restricted to the Services provided to the Client hereunder, and the cost of such audit shall be borne by the Client or by any third party appointed by the Client for the purpose

of such audit shall also be borne by the Client.

H.   These TnC's and any related documents delivered concurrently herewith including the links mentioned herein and Annexures attached herewith, contain the complete TnC's between the parties relating to the Services and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

I.   Section headings contained in these TnCs are inserted for convenience of reference only, shall not be deemed to be a part of these TnCs for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

J.   The laws of the USA will govern all questions concerning the construction, validity, and interpretation of these TnCs and the performance of the obligations imposed by these TnCs.

K.   These TnC's and any interest hereunder shall inure to the benefit of and be binding upon the parties and their respective successors, affiliates, legal representatives, and permitted assigns. Except as otherwise stated in these TnCs, neither party may assign or delegate these TnCs without the other party's prior written consent provided that, either party may freely assign its rights under these TnCs to any of its affiliates or to a successor in interest in the event of a transfer of its business upon ten (10) days prior written notice to the other party which consent shall not be unreasonably withheld. Any attempt to assign, delegate or otherwise transfer these TnC in violation of this Section is voidable by the other party. Notwithstanding the foregoing, these TnC's is made solely for the benefit of Client and Haptik and their respective successors, affiliates, legal representatives, and permitted assigns, and no other person shall have any right, benefit, or interest under or because of these TnC's, including, without limitation, any employee, customer, subcontractor or Agent of either Client or Haptik.

These TnC's may be signed in any number of counterparts.

IN WITNESS WHEREOF, each of the parties has caused these TnC's to be executed by their authorized representative effective as of the date first written above.
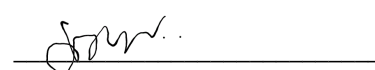
For Jio Haptik Technologies Limited   **For The Container Store, Inc.**

_____   _____

By: Aakrit Vaish   By: Dhriti Saha

Designation: Director   Designation: Chief Information officer

Date: 7/8/2022   Date: 7/7/2022

(Procurement JR) (Technology KM) (Legal TD)

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ANNEXURE A

SERVICE

Haptik shall provide automated customer support services to Client for use by Users on a 24 x7 availability basis during the term of these TnCs. Such services shall enable state of the art self-serve customer support and a platform for the customer for routine customer inquiries and responses and shall include without limitation an intellectual virtual assistant and software application designed for Client-by-Client customers (Users), provide instantaneous responses and resolution of inquiries; applications to permit seamless routing of more complex inquiries for resolution by live customer service agents. The scope of the services provided will be based on the pre-agreed use cases by both parties.

Without limiting the generality of the foregoing, the Services shall be designed, implemented, and maintained in accordance with the technical specifications, milestones, and performance metrics set forth in Annexure A hereto and incorporated herein as an integral part of the Services provided hereunder.

Business Requirements & Project Overview

_____

Industry	E-Commerce
Global Pack	Custom
Channels	Web
Languages	English
Solution	Commerce+Support
Custom Integration	Salesforce Live Chat, BloomReach, Power Reviews, Order Services + In-house Product Catalog
Skills	8
Implementation	Professional Services
Authentication	Yes

Supporting SPOC Details

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Details	Name	Contact No	Email id
Project Sponsor	Husin Chandra		hchandra@containerstore.com
Project SPOC			
Haptik SPOC	Shubham Gupta		shubham.gupta@haptik.ai

Solution Overview

<u>Example of Smart Skills:</u>

Smart Skills available on Haptik's Enterprise CX Platform are pre-defined conversational journeys designed to fulfill a user's request. (can be changed based on final scope)

The examples below will include the development of edge cases, variations in user intent, and objection handling that may not be explicitly described.

Generic Support FAQs	Up to 75 FAQs The bot will be trained to answer all FAQ intents as Q&As. * Additionally, a subset of the FAQs can be chosen to be categorized and tagged with related FAQs to provide a better experience of discovering the scope of the bot. * Typically, 30-40 FAQs are what we recommend providing categorization for, beyond which it loses its effectiveness.
LiveAgent Integration+Intelligent Routing	* Connect to Salesforce Live Chat * Handover scenarios can include bot unable to answer user question and/or user explicitly asking for live agent * Map user intent to key flows and intelligently route to Salesforce departments

Track Order	* The IVA will be trained to understand the user's intent to check order status * The IVA will use order status shared to dynamically generate a Narvar tracking URL * The user can proceed by selecting the order tracking URL * Will need a **Narvar API** for dynamically generating tracking URLs
Product Finder	* Provide a natural language search & recommendation experience where users can search for relevant products from the store catalog * Users can freely type out search queries along with filters describing the product they are looking for in natural language * Powered by domain-specific knowledge graphs capable of detecting most frequently used product attributes * Additionally when search queries do not have a match, users will be shown alternate products closest to their search query * Will need a Product Catalog API
Product Comparison	Ability to understand and respond to comparisons on specific features with other products in the same category
Answer queries based on Product Reviews	Ability to understand sentiment and tag product reviews for specific product features and then answer qualitative questions about these features. The response will be generated based on analysis and tagging the sentiment of Reviews
Product Q&A	1. Ability to detect and respond to Q&As related to key Product Features (the word "key" is newly added) 2. Ability to provide chat-optimized buying guidance content to help shoppers pick the right products (new bullet point)
TBD	TBD

Onboarding Overview

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Stage	Activity	Client Dependency
Proposal Closure	Commercial Sign Off and Proposal approval	Proposal approval Agreement Signing
IVA Design and Solutioning	Kick-off call to detail the scope and discuss implementation	Get all stakeholders (Tech and Business) on a joint call
	Close IVA Design Doc and identify all dependencies	Feedback on IVA Design and Flows
	Finalize SOW document - Scope and Timelines	Fully functional APIs All FAQs Content (Images and Copies) Approval on SOW
Development	Haptik to develop the IVA and train it API integrations	Stable API Development Environment Dedicated Tech POC for implementation
UAT and Testing	Haptik to share IVA for UAT round 1	Stable testing environment. Feedback
	Haptik to share IVA for final UAT	Feedback
Go Live	Haptik and client to take IVA to live. Haptik's Customer Success team to handle the IVA post-go-live	Migration of IVA from Staging to Prod environment Training of Agents

Note: *Estimated timeline is 10-12 weeks based on the scope of work. These are only estimates based on current discussions. Timelines can significantly change based on any scope changes and client-side delays on APIs, data, feedback, etc.*

Dependencies

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1. **Assemble Your Project Team:**

    i. Project SPOC, Developer (Help with APIs), Content Writer/Reviewer

2. **API Readiness:** For all smart skills involving integrations, the Haptik team would require a technical SPOC who can provide well-documented test & production APIs.

3. **Bot Persona:** Use Haptik's bot persona template to create a bot that complements your user persona. It needs to be relevant and relatable to the end-user. (Template will be shared by Haptik)

4. **FAQs:** Gather business FAQs that address simple, routine queries. (Template will be shared by Haptik)

Commercial Structure

Plan Includes:
Intelligent Analytics - Pro
Integrations: Salesforce Live Chat, BloomReach, Power Reviews, Order Services + In-house Product Catalog
Channels: Web and Mobile App
English as a Language
KMS Integration
Onboarding & Support
Implementation - Up to 7 use-cases (5 included in the package along with 2 additional use-cases as a professional services add-on).
Customer Success Manager
SLA - 99.9% uptime

Professional Services Add-ons

Bundles	One Time Fees*	Inclusions	Implementation

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3 Use-cases	**$9,000**	• Program Manager • Developer • QA • Conversation Designer	• Scope • Design • Develop • QA • Go-Live
5 Use-cases	**$12,500**		

*Discount offered for Container Store

Optional Add-on Conversation Add-ons

Bundles	Annual Fees
50k Conversations	**$6000**
100k Conversations	**$11,000**

Note**: This bundle can be added anytime during the contract**

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1:	Identify the Claim

1. Who is the current creditor?

_____
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

❏ No
❏ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
_____ Name	_____ Name
_____ Number Street	_____ Number Street
_____ City State ZIP Code	_____ City State ZIP Code
Contact phone _____	Contact phone _____
Contact email _____	Contact email _____

Uniform claim identifier (if you use one):

__ __

4. Does this claim amend one already filed?

❏ No
❏ Yes. Claim number on court claims registry (if known) _____   Filed on _____
                                                                                                                          MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

❏ No
❏ Yes. Who made the earlier filing? _____

---

6. **Do you have any number you use to identify the debtor?**

❑ No
❑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?**

$_____. **Does this amount include interest or other charges?**

    ❑ No
    ❑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

_____

9. **Is all or part of the claim secured?**

❑ No
❑ Yes. The claim is secured by a lien on property.

    Nature of property:

    ❑ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
    ❑ Motor vehicle
    ❑ Other. Describe: _____

    Basis for perfection: _____
    Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

    Value of property: $_____
    Amount of the claim that is secured: $_____

    Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

    Amount necessary to cure any default as of the date of the petition: $_____

    Annual Interest Rate (when case was filed)_____%
    ❑ Fixed
    ❑ Variable

10. **Is this claim based on a lease?**

❑ No

❑ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

❑ No

❑ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

$_____

☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

$_____

☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

$_____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

$_____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

$_____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies.

$_____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/26/2025
              MM / DD / YYYY

Rupesh Maheshwari
Rupesh Maheshwari (Feb 26, 2025 01:19 GMT+5.5)
Signature

Print the name of the person who is completing and signing this claim:

Name   Rupesh   Maheshwari
          First name   Middle name   Last name

Title   Authorized Agent

Company   Jio Haptik Technologies Limited
          Identify the corporate servicer as the company if the authorized agent is a servicer.

Address   101, Saffron, Nr. Centre Point, Ambawadi
          Number   Street
          Ahmedabad, Gujarat, India   380006
          City   State   ZIP Code

Contact phone +918722478999   Email rupesh.maheshwari@haptik.ai

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| Print | Save As... | Add Attachment | Reset |