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महाराष्ट्र MAHARASHTRA

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CL 974181

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९८

30 MAY 2024

सक्षम अधिकारी

श्रीम. सुषमा चव्हाण

THIS STAMP PAPER IS PART OF
SERVICE AGREEMENT
DATED 1ST JUNE, 2024

BY AND BETWEEN

SEMOLINA KITCHENS PRIVATE LIMITED

AND

EUROFINS ASSURANCE INDIA PRIVATE LIMITED



AGREEMENT

002 जोड़पत्र - २ / Annexure - II

SEMOLINA KITCHENS PRIVATE LIMITED
Block-A, 1st Floor, South Wing,
Ship Sagar Estate,
Dr. A.B. Road, Vihar, Mumbai 400018.

दस्तावेज प्रकार	
दस्त नोंदणी करवात आहेत का ?	YES / NO
मिळकतीचे घर्षण -	
मुद्रांक विफल ठरल्याने काय	
दुरुव्याज परतल्याने काय	
इतर अडथळ्यातून मुद्रांक काय व काय	
मुद्रांक शुल्क भरकम	
मुद्रांक मिळी नोंद वही मध्ये नसत/थिक्क	
मुद्रांक विफल ठरल्याने काय	
मुद्रांक मिळकतीचा काय	
पर्याय कायदा: 2009	
मुद्रांक विफल ठरल्याने वाट असोसिएशन ऑफ एम एस सी टी & इतरांमधील सौमिकी अर्जा, जवळ हायकोर्ट बंगलोर, कॅम्पस सिटीजच्या बाजूला, सी.एस.टी. मंडळ - ५०० ००९.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी कोल्यापारून & महिज्यात वापरणे बंधनकारक आहे ।	

[Signature]
3 JUN 2024

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महाराष्ट्र MAHARASHTRA

● 2024 ●

04AB 621423

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९८
28 MAY 2024
सक्षम अधिकारी C
श्रीम. सुषमा चव्हाण

THIS STAMP PAPER IS PART OF
SERVICE AGREEMENT
DATED 1ST JUNE, 2024

BY AND BETWEEN

SEMOLINA KITCHENS PRIVATE LIMITED

AND

EUROFINS ASSURANCE INDIA PRIVATE LIMITED



AGREEMENT

जोड़पत्र - २ / Annexure - II

SEMOLINA KITCHENS PRIVATE LIMITED.
Block-A, 4st Floor, South Wing,
Shiv Sugar Estate,
Dr. A.B. Road, Wari, Mumbai-400018.

दस्तावेज प्रकार	
दस्तावेज नोंदणी करणार आहेत का ?	YES/NO
सिद्धांतबद्धीचे प्रतीक -	
मुद्रांक दिवसाचे दिनांक	
दुरुवाता परतकराचे भाग	
पारले अशाप्रकार त्याचे प्रमाण	
मुद्रांक शुल्क रक्कम-	
मुद्रांक किती वेळ वही अर्ज अर्जाविराफ	
मुद्रांक विकत घेण्याबाबत आहे	
मुद्रांक दिवसाबाबत आहे	
<p>पर्याप्त क्रमांक: ८००००९८</p> <p>मुद्रांक दिवस, दिनांक: वार अर्जाविराफ ओळखणीची टी</p> <p>मुद्रांक दिवसाबाबत आहे अशाप्रकार अर्ज करणे</p> <p>मुद्रांक दिवसाबाबत आहे अशाप्रकार अर्ज करणे</p> <p>मुद्रांक दिवसाबाबत आहे अशाप्रकार अर्ज करणे</p>	

JUN 2024

- 3 JUN 2024



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SERVICE AGREEMENT (“AGREEMENT”)

This Agreement made at Mumbai on this 1st of June 2024.

BY AND BETWEEN

Eurofins Assurance India Private Limited, a company incorporated under the Companies Act, 2013, having its Registered Office No. 540/1, Ground Floor, Doddanakundi Industrial Area -2, Hoodi, Whitefield, Bengaluru – 560048, represented by its Director, Ashit Kundra hereinafter referred to as ‘**Service Provider**’ (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, representatives and permitted assigns) of the ONE PART,

AND

Semolina Kitchens Private Limited, a company incorporated under the Companies Act, 2013 and having its Registered Office at 504, Regus, Level-5, Caddie Commercial Tower, Hospitality District Aerocity Delhi, New Delhi 110037, hereinafter referred to as ‘**Company**’ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, representatives and permitted assigns) of the OTHER PART.

WHEREAS Service Provider is carrying on the business of providing Testing, Inspection and Certification services. The Service Provider is also an approved auditing body as per Food Safety and Standards Act, 2006 and various rules and regulations thereby.

AND WHEREAS the Service Provider has represented that it has requisite expertise and knowledge in providing the services mentioned as per the statute herein and has expressed interest in providing the Services to the Company.

AND WHEREAS based on the representation of the Service Provider, the Company has agreed to engage the Service Provider for the services under this Agreement.

AND WHEREAS Service Provider has agreed to provide FSSAI Mandatory and Hygiene Rating Services (hereinafter referred to as “**Services**”) more particularly defined in **Annexure II**; and has expressed willingness to render such services to the Company as per the requirements of the Company and in accordance with the terms and conditions of this Agreement.

The Company reserves the right to change the terms and conditions of this Agreement with respect to the Services to be provided by Service Provider to Company, subject to mutual discussion.

(**Company and Service Provider** are hereinafter collectively referred to as “Parties” and individually as “Party”, as the context may demand)

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES



1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

- (a) “**Agreement**” shall mean this service agreement executed between the Parties along with its recitals, schedules, annexures, appendices, exhibits, addendums and all other modifications.
- (b) “**Applicable Laws**” means, with respect to any person, property, transaction, condition or event, any present or future; any applicable constitutional provision, law, enactment, statute, rule, regulation, ordinance, treaty, policies, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, Permits (as defined below), consent or requirement of any Governmental Authority (as defined below), as construed from time to time by such Governmental Authority including environmental laws and labour laws, codes and standards prescribed by any regulatory authority, any statutory or regulatory requirements, standards and codes required specifically for performance of the Services at the Location, any internationally recognised standards and codes, and all other regulations, laws, rules, regulations, statutes, etc., applicable to the performance of the Services hereunder.
- (c) “**Dispute**” means any dispute or claim arising out of, or in connection with, this Agreement or in respect of the legal relationships established by this Agreement.
- (d) “**Intellectual Property Rights**” means recognized protectable intellectual property of a Party such as patents, utility models, copyrights, corporate names, trade names, trademarks, trade dress, service marks, applications for any of the foregoing, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all other intangible protectable proprietary information that is legally recognized including all applications, renewals, extensions and revivals of, and all rights to apply for, any of the foregoing under Applicable Laws or any other applicable jurisdiction, whether registered or not.
- (e) “**Location(s)**” has the meaning ascribed to it in **Annexure V**.
- (f) “**Permit(s)**” means all approvals, consents, permits, clearances, variances, waivers, conditions, decisions, authorizations, orders, certificates, confirmations, exemptions, applications, notifications, filings, declarations, registrations, concessions, acknowledgments, agreements, licenses (including any import or export licenses), employee visas, environmental permits, decisions, rights of way, and similar items required to be made with or to, or obtained from, any Governmental Authority.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:



- (a) Headings to clauses are for convenience only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- (b) References to the words 'include' or 'including' shall be construed as being suffixed by the words without limitation. Words importing the singular shall include plural and vice-versa. The expressions 'hereof', 'herein', 'hereunder' and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- (c) All words (whether gender-specific or gender neutral), shall be deemed to include each of the masculine, feminine and neuter genders;
- (d) Where a word or phrase is defined, other parts of speech, grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- (e) A reference to any document (including this Agreement) or a law or statutory provision, includes, to the extent applicable at any relevant time:
- (i) that document, law, statutory provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof; and
 - (ii) any subordinate legislation or regulation made under the relevant law or statutory provision;
- (f) References to Rupees, '₹', 'INR' and 'Rs.' are references to the lawful currency of India;
- (g) All references made in this Agreement to "clauses", "schedules" and "annexures" shall refer, respectively, to articles of, and the schedules and annexures to, this Agreement. The schedules and annexures to this Agreement form part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- (h) Any reference to a person includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality, and shall include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns.
- (i) References to 'month', 'monthly', 'year', and 'yearly' and any other references in time shall be construed by reference to the Gregorian calendar and reference in this Agreement to certain number of days shall mean calendar days.
- (j) References to the preamble, recitals, articles, sections, and exhibits are, unless the context indicates otherwise, references to the preamble, recitals, articles, and sections of, and exhibits to, this Agreement.



- (k) The Parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.
- (l) In case of any inconsistency between the Agreement and the annexures, schedules or exhibits enclosed herein, the terms and conditions of the Agreement shall prevail. In case of any inconsistency between the terms of the Agreement, the Company shall have the sole right to confirm which term shall prevail.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 In consideration of the Company paying the charges, Service Provider shall provide the Services mentioned in the **Annexure II** to the location as mentioned in the **Annexure V** attached herewith, which may be amended by the Parties from time to time in writing, together with all other obligations, functions and duties as more particularly described in this Agreement, upon completion of each service of a particular location a detailed report shall be provided to the Company for its review and feedback for improvements as suggested by Company and hereinafter collectively known to as Service Provider's obligation.
- 2.2 The Parties acknowledge and agree that, in the event the Company requires any additional services during the term of this Agreement, then the same shall be discussed and agreed between the Company and Service Provider in writing (the **Additional Services**). In such event, a description of the Additional Services shall be added to the Service specifications through a written amendment signed by the Parties before Service Provider commences performing the Additional Services, and the Company shall reimburse Service Provider for the costs incurred by Service Provider in performing the Additional Services in accordance with the terms agreed between the Parties in writing.
- 2.3 Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Service Provider. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in this Agreement.

3. TERM

Unless terminated by either Party in accordance with the provisions of this Agreement, the Agreement shall be valid for a period of 2 (two) years effective from 1st June 2024 to 31st May 2026, unless terminated earlier. However, this Agreement shall always be co-terminus with the respective concession agreement and in the event of any conflict between the provisions of the said Agreement and concession agreement, the provisions of the concession agreement shall prevail.

4. RENEWAL

Unless terminated earlier, renewal instructions (if any) must be indicated at least 30 (thirty) days prior to the expiry of the existing agreement. Renewal of the Agreement will be done only on mutual acceptable terms in writing within one month of the date of expiry of the existing agreement.



5. CHARGES

- 5.1 In consideration of the Services to be provided by the Service Provider pursuant to this Agreement, the Company shall pay to the Service Provider charges as mentioned in the **Annexure I** after deduction of tax at source under income tax laws as may be in force from time to time or any other tax as applicable from time to time, to this Agreement. The Company shall pay the said charges through RTGS in favor of Service Provider within 45 (forty five) days from the date of receipt of the bill raised by Service Provider on the Company, provided that the Company does not raise any disputes against any invoices raised by the Service Provider.
- 5.2 The Service Provider shall raise an invoice including GST for the Services by the 1st day of the succeeding month after the completion of the Services, to the Company during the Term. It is hereby clarified that any delay of the Service Provider to submit the relevant GST compliant, correct and undisputed invoices shall have a corresponding delay in the Company releasing the payments against such invoices.
- 5.3 The Service Provider shall ensure to raise an invoice including Goods and Service Tax (GST) for the Services on completion of each assignment. In case of discrepancy in input credit at GST portal, Company shall solely reserve the right to recover the amount of GST from the Service Provider. Each invoice shall be in a format acceptable to the Company, shall quote the relevant order number and shall be sent to the Company's designated address for processing, together with any supporting documentation.

6. SERVICE PROVIDER'S COVENANTS

- 6.1 Service Provider shall be responsible for the following:
- 6.1.1 Service Provider shall ensure compliance of all Applicable Laws for the purposes of the performance of this Agreement and shall procure and maintain all Permits required to seamlessly provide the Services to the Company. The Service Provider shall render the Services and obligations under this Agreement with utmost care and diligence and shall ensure to be of the highest quality and standards.
- 6.1.2 Service Provider shall comply with all applicable statutory provisions including, but not limited to the Food Safety and Standards Act, 2006 read with all necessary regulations, any and all applicable labor and employee related laws and regulations from time to time. Service Provider shall ensure that all Applicable Law have been adhered to by it all the times during the term of Agreement and shall maintain the requisite statutory registers and licenses and submit all statutory returns wherever applicable. The Company shall however, in no event be responsible or liable for any consequences arising out of non-compliance of such obligations by Service Provider. Service Provider shall hold harmless and indemnify the Company against any loss, damage claim etc. in case of failure of Service Provider to comply with the provision of this clause.
- 6.1.3 The employees of Service Provider who will be providing the Services shall be and shall remain the employees of Service Provider and Service Provider alone shall be responsible for payment of all the statutory dues in respect of them. Service Provider shall be solely responsible to pay the monthly salary/wages and all other benefits including the retrenchment compensation, notice pay, gratuity or bonus as payable to the Service Provider staff carrying out the Services. The Company shall not have any



contractual responsibility towards the staff so employed by Service Provider for performing/providing Services to the Company. However, the Company reserves the discretion to request the replacement of any employee of the Service Provider, and the Service Provider shall promptly comply with such requests without fail.

- 6.1.4 Service Provider shall immediately notify the Company in writing of the occurrence of any event, which may result in, or which may give reason to believe that there may be work stoppage, slowdown, labor dispute, strike, any labor related disruption of the staff or other impediment or disruption in the performance of the obligations of Service Provider under this Agreement. Service Provider agrees that in that event any such work stoppage, slowdown, labor dispute, strike, disruption or impediment continues for a period exceeding 3 (three) days then the Company may at its sole discretion terminate this Agreement forthwith without incurring any liability under this Agreement or the Applicable Laws.
- 6.1.5 Service Provider and its personnel engaged in performance of the obligations under this Agreement shall not at any time use the Intellectual Property Rights of the Company, and the name and/or the trademark/logo of the Company without receiving prior written approval from the Company. The Service Provider shall be responsible to implement measures preventing any unauthorised use of the Company's Intellectual Property Rights by its personnel, as well as any infringement of the Company's Intellectual Property Rights or those of any other third party.
- 6.1.6 Service Provider shall render the Services and obligations under this Agreement with utmost care and diligence and shall ensure to be of the highest quality and standards.
- 6.1.7 Service Provider shall at all times maintain and respect the confidentiality of all/any matters relating to the Services under this Agreement;
- 6.1.8 All documents and other information, papers and any other data relating to the business activities of the Company ("the Documents") handed over to Service Provider by the Company under this Agreement or which come into the hands of Service Provider and /or its staff's custody, power or possession pursuant to or in connection with this Agreement will remain the sole and absolute property of the Company, and Service Provider shall not have and also shall not claim any charge or, lien Right of retention, sale or set-off or other right title or interest therein or hereon for any reason whatsoever. Service Provider and /or its staff shall not at any time use or attempt to use the Company's logo, letterheads for any purpose including the performance of this Agreement.
- 6.1.9 The work of the staff engaged or employed by the Service Provider shall be supervised directly and controlled by Service Provider itself and it is the responsibility of Service Provider to provide Services as per the scope of services contained in **Annexure II** for the locations, to the satisfaction of the Company. All material and equipment's required by Service Provider for due performance of the obligations hereunder shall be procured by Service Provider at its own cost. The Service Provider shall be liable for all acts of its employees, personnel, representatives, agents, contractor, subcontractors, advisors, consultants, or any other person acting under or on behalf of the Service Provider.
- 6.1.10 Service Provider shall at its own cost ensure that all its employees/ personnel entering the Location (**Annexure V**) for rendering the Services to the Company under this



Agreement, wear uniforms and identity cards, representing the representatives of Service Provider.

- 6.1.11 Service Provider shall at its own cost conduct the background verification of the employees/ representatives and provide the Company with the documents as required by the Company before any employee/ representative of the Service Provider enters the Location (**Annexure V**) for providing the Services under the Agreement.
- 6.1.12 Service Provider acknowledges that Company has entered into a concession agreement with various airport authorities and is required to adhere to the same diligently. The terms of the concession agreement that need to be adhered by the Service Provider is annexed as **Annexure IV** Service Provider shall adhere to any/ all policies as stated by Company from time to time. Also, Service Provider agrees that concession agreement terms shall always prevail.
- 6.1.13 Review Procedure: The Company shall have the right to procedurally review every 12 months the Services provided by the Service Provider. Any changes or amendment to the coverage of the Services, service levels or service procedures shall be in writing and mutually agreed between the Parties and signed by the authorized signatories from both the Parties. The Service Provider is required to keep all log details and issues in place during review meetings for detailed discussion and necessary actions.

In the event the Service Provider is unable to complete and deliver the Services in the manner required by the Company and within the timelines communicated by the Company, for any reason whatsoever, it shall be liable to arrange for the provision, completion and delivery of such Service from other third party vendors at its own risk and cost without any liability on the Company.

In the event any new Location is added for the provision of the Services by the Company, such Services shall be provided for a charge which shall not be more than the charge mentioned in **Annexure I**, unless accepted by the Company

- 6.2 Troubleshooting & Resolution Times: Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are to be provided by the Service Provider and the same shall form part of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1 SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

Service Provider hereby represents, warrants and confirms to the Company that:

- 7.1.1 The Service Provider shall at all times be in compliance with the Applicable Laws and with the Permits procured and maintained by the Service Provider. The Service Provider shall at all times ensure to comply with the confidentiality, intellectual property rights and anti-bribery and anti-corruption provisions of this Agreement.



- 7.1.2 It has necessary skills, knowledge, experience, expertise, equipment's, required capital, and net worth, to perform its obligations in accordance with the terms of this Agreement.
- 7.1.3 The Service Provider also warrants that the materials, equipment, components used in the Services shall comply with the requirements of this Agreement.
- 7.1.4 The Service Provider represents and warrants that it has procured all the warranties and guarantees in relation to the Services and all materials, equipment and components of the Services provided by its original equipment manufacturers, contractors, subcontractors and for assignment of such benefits to the Company as per the instructions of the Company.
- 7.1.5 The execution of this Agreement and the provision of the Services hereunder by Service provider to the Company, does not and will not violate, breach any covenants, stipulations or conditions of any Agreement or deed entered in to by Service Provider with any third party/ies.
- 7.1.6 Service Provider shall be fully responsible for arranging adequate insurance cover for all its assets, risks arising out of performance of its Services under this Agreement. The insurance cover shall include:
- (i) third party liability and the Company should be additionally covered under the third party liability employees' compensation and
 - (ii) Other insurances that may from time to time be required by the Laws of India.
- 7.1.7 The data centre of the Service Provider shall always maintain high levels of both physical and network security and follow security advisories issued by appropriate authority from time to time.
- 7.1.8 Service Provider shall provide all new, unused, defect-free, good high quality standard necessary tools, systems, products, applicators, devices, equipment's and supplies for the performance of its Services under this Agreement.
- 7.1.9 All Services performed under this Agreement before payment, shall be subject to the inspection by the Company which shall have the right to withhold payment if the Service Provider has not been performed the Services in accordance with the requirements of this Agreement and has not taken any corrective actions despite being notified by the Company.
- 7.1.10 Service Provider shall provide the Company with a work schedule which shall clearly specify the frequency of the treatments to be carried out by Service Provider under this Agreement. The Company shall, for bona fide reasons and pursuant to intimation to the Service Provider, have the right to vary the frequency specified in the work schedule, and the Parties agree that no such variation shall vitiate this Agreement.
- 7.1.11 Service provider shall be solely liable for and shall indemnify the Company against any loss, claim or proceeding whatsoever, arising out of any statutory regulations, legislation or at common law in respect of injury to or death of any person or animal



resulting from application services by Service Provider, its agents, employees, servants or workers whether or not due to gross negligence.

7.1.12 Service Provider shall not engage in any criminal activity or any unethical practices.

7.1.13 The Service Provider shall make payment of all dues, duties, cess, levies and taxes, including all penalties levied, under the Applicable Laws and shall keep the Company indemnified against any damages, costs, etc., borne by the Company for any failure of the Service Provider to discharge any payment obligation under the Applicable Laws

7.2 **PARTY'S REPRESENTATIONS AND WARRANTIES:**

Each Party hereby represents, warrants and confirms to the other Party that:

7.2.1 It is duly incorporated, validly existing and in good standing under the laws of its respective country, and it is not insolvent, in liquidation, provisional liquidation or receivership, or under administration;

7.2.2 It has the valid, legal and subsisting power and authority to own and operate properties and to carry on its business as now conducted;

7.2.3 It has full power and authority to enter into this Agreement and to perform its obligations under and consummate the transactions contemplated by this Agreement;

7.2.4 it is permitted by its organizational or charter documents, to enter into this Agreement, and is not otherwise restrained, prevented, or inhibited from entering into this Agreement or from undertaking the obligations herein contained and the execution or performance of this Agreement shall not result in a breach or violation of any provision of:

- (i) its organizational documents;
- (ii) any statute, rule or regulation applicable to it; or
- (iii) any judgment, injunction, decree or determination applicable to it

7.2.5 Its authorised signatory is duly authorized to execute this Agreement to bind the Company to the performance of the Agreement and all corporate and regulatory approvals and procedures necessary for entering into this Agreement and vesting the authority in such signatory have been duly obtained and complied with;

7.2.6 This Agreement constitutes a valid and binding agreement, enforceable against the Parties hereunder in accordance with the terms thereof; and

7.2.7 the execution, delivery or performance by such Party of this Agreement, nor the provision of Services contemplated hereby, will result in a violation of, or a conflict with, any provision of the constitutional documents of such Party, a contravention or breach of, or a default under, any term or provision of any indenture, agreement or instrument to which such Party is a party or by which such Party or its property may be bound, or a violation by such Party of any Applicable Laws; and there is no action, suit or proceeding, at law or in equity, or official investigation by or before any government authority, arbitral tribunal, tax authorities or any other body pending or threatened against or affecting the Party or any of its properties, rights or assets, which



could reasonably be expected to result in a material adverse effect on such Party's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

8. SERVICE PROVIDER'S LIABILITY AND INDEMNITY

8.1 Service Provider shall be responsible and liable for and shall indemnify the Company and keep the Company indemnified against any and all claims, liabilities, and damages, losses, suffered by the Company in the course of providing Services under the Agreement.

8.2 The Service Provider agrees that it shall, unconditionally and irrevocably, as a continuing obligation on an after-tax basis, to defend, indemnify and hold harmless the Company (including its officers, representatives, employees, agents, assigns and survivors) in full from and against, and to pay on demand an amount equal to, any and all claims, liabilities, costs, expenses, damages and losses, liens, demands, reasonable attorneys' fees, obligations, causes of action, interest, penalties, legal costs or suits (calculated on a full indemnity basis) suffered or incurred by, or awarded against, the Company arising out of or in connection with:-

8.2.1 Any claim made against the Company for misappropriation and infringement of Intellectual Property Rights of the Company or a third party;

8.2.2 physical damage to or physical destruction of property, or death of or bodily injury to any person including any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with the Services;

8.2.3 Any claim made against the Company by a third party (including, for the avoidance of doubt, arising out of, or in connection with, any change to the rate of GST (including any composite rate of GST) applied to the Services;

8.2.4 any act or omission of the Service Provider or any of their representatives, including breach, negligent performance or failure or delay in performance by the Service Provider of any of its obligations hereunder;

8.2.5 any breach of the representations and warranties of the Service Provider set out under Clause 7;

8.2.6 Service Provider's failure to comply with Applicable Law including the failure to make payment of applicable taxes and duties, breach of applicable anti-bribery and anti-corruption laws in India and the Anti-Bribery and Anti-Corruption representation provided by the Service Provider herein;

8.2.7 caused by, arise out of, or are connected in any way with any claim arising from the performance of this Agreement, or in relation to any contractors, sub-contractors, suppliers, manufacturers, or any other employee, personnel or agent of the Company engaged in any manner with the Services;

8.2.8 due to gross negligence, fraud, misrepresentation, willful misconduct by the Service Provider; and

8.2.9 any claim made against the Company by a third party arising out of, or in connection with, the Services to be rendered by the Service Provider to the extent that such claim



arises out of the breach, negligent performance or failure or delay in performance of the Agreement.

8.3 Notwithstanding anything contained in the Agreement, (i) the Company may participate in any defence and settlement directly or through counsel of its choice, and (ii) the Service Provider will not settle or compromise any claim on terms that would diminish the rights provided to the Company or increase the obligations assumed by the Company under this Agreement, without the prior written consent of the Company

8.4 Independent Remedy

The indemnification rights of the Company under this Agreement are independent of, and in addition to, such other rights and remedies as they may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

8.5 This provision shall survive any termination or expiry of this Agreement.

8.6 Limitation of Liability: The obligations of the Service Provider contained in Clauses 6.1. and under this Clause shall be limited to period of this Agreement and shall not exceed the specific invoice value of Services provided by the Service Provider. For the sake of clarity, in no event shall the liability of the Service Provider exceed the value of compensation paid by the Company for the specific Services availed by it.

No limitation of liability shall be applicable in the event of the following breach by the Service Provider: (i) breach or non-compliance of any provisions of this Agreement or the Applicable Laws, (ii) breach of the Anti-Bribery and Anti-Corruption Representation or the Code of Conduct of the Company attached herein, (iii) gross negligence, (iv) fraud, (v) willful misconduct, or (vi) death and/or injury of person or property.

9. **NOTICE**

9.1 Any notice to be given under this Agreement shall be in writing and shall be signed by the Party issuing the same and shall be addressed to the Company or Service Provider (as the case may be) at their respective addresses mentioned herein below or to such other address as the concerned Party may inform the other Party in accordance with the provisions of this clause. Any notice issued by either of the Parties to the other and which has been served by the way of national reputed courier, registered post, hand delivery or email.

For Service Provider:

Eurofins Assurance India Private Limited

Name: Ashit Kundra, Director

Address: No. 540/1, Ground Floor, Doddanakundi Industrial Area-2,
Hoodi, Whitefield, Bengaluru – 560048.

Email: assuranceindia@xoin.eurofinsasia.com
ashit.kundra@xoin.eurofinsasia.com

For Company:

Semolina Kitchens Private Limited

Name: Mr. Harshad Vidhate



Address: Block –A, South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road, Worli, Mumbai 400018

Email: Harshad.vidhate@semolinakitchens.com

- 9.2 Notices shall be in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, or (b) on the day of receipt by the addressee, if sent with national reputed courier, registered post, or (c) in case of email, when delivered except when a notification of failed delivery or failed delivery is received by the Party issuing such notice.
- 9.3 In case of any change in the aforementioned information, the Parties shall share a prior written notice of 5 (five) days before such change takes effect to the other Party.

10. TERMINATION

- 10.1 This Agreement shall commence on the Effective Date and, subject to earlier termination, shall continue for the Term.

10.2 Termination for Convenience

The Company may terminate this Agreement by giving the Service Providers a prior written notice of 30 (thirty) days at any time during the term of this Agreement, with or without assigning any reason, without incurring any liability under this Agreement or any Applicable Laws.

10.3 Company's right of termination

10.3.1 Termination for Breach

Notwithstanding the terms of the Agreement, in case of any default or breach of the terms and conditions of the Agreement by the Service Provider, any delay or failure of the Service Provider to perform the obligations stated under this Agreement, or for any other reason as communicated by the Company, the Company shall share with the Service Provider a notice highlighting the default by the Service Provider and in case such breach has not rectified by the Service Provider within a period of 30 (thirty) days from the date of receipt of such notice, then the Company has the right to terminate the Agreement, by giving 30 (thirty) days prior written notice to the Service Provider:

- 10.3.2 if the Service Provider changes the nature of its business;

- 10.3.3 there is an Intellectual Property Rights infringement claim by a third party regarding the use of the Company's Intellectual Property Rights in accordance with this Agreement which has a material adverse effect on the Company's ability to operate its Business;

- 10.3.4 breach of Applicable Law by the Service Provider or any person acting on behalf of the Service Provider.



10.4 Service Provider's right of termination

The Service Provider will have the right to terminate this Agreement in the event of the Company's failure to make payment to the Service Provider for three (3) consecutive months.

10.5 Either Party shall be entitled to terminate this Agreement with immediate effect on written notice to the other Party if:

10.5.1 an Insolvency Event occurs in relation to the other Party; or

10.5.2 the other Party has been affected by a Force Majeure Event for a continuous period of more than 90 (ninety) days which has substantially and adversely affected the performance of that other Party's obligations under this Agreement.

10.6 In the event that the airport authority mandates the termination of this Agreement for any reason, the Company reserves the right to immediately terminate this Agreement.

10.7 Consequence of Termination

10.7.1 On termination of this Agreement, the Service Provider shall deliver to the Company all documents and any/all data, equipment, material, etc., held by it for performance of the Services.

10.7.2 Any consents, authorizations, approvals provided by the Company shall immediately cease to exist upon any termination under this Agreement. All obligations of the Company towards the Service Provider and all rights of the Service Provider shall cease upon the termination of this Agreement.

10.7.3 The Service Provider undertakes to make no further use of the Company's know-how, Intellectual Property Rights, including, but not limited to, all signs, bags, furniture, fixtures, equipment, advertising materials, stationary, forms and other articles belonging to the Company.

10.7.4 The Service Provider shall arrange to demobilise its staff and arrange to remove its personnel and materials immediately after the expiry of the notice period

10.8 Any termination under this Agreement shall not prejudice any existing rights or claims which the Company may have against the Service Provider and shall not relive the Service Provider from completing any Services for which the Company already has made payments for or from any liability incurred by the Service Provider before such termination. Failure by the Company to exercise its right of termination shall not be an abandonment of such right of termination in the future.

10.9 In case of termination due to a breach by the Service Provider, any losses, claims, costs, damages, expenses, claims, liens, proceedings, charges, penalties, incurred by the Company due to such breach shall be indemnified, defended and held harmless by the Service Provider without any demand or demur, immediately, upon intimation by the Company.

10.10 Upon termination, the Service Provider shall only be entitled to receive payment only for the portion of the Services, completed and delivered to the Company by the Service Provider, to



the satisfaction of the Company and in accordance with the timelines instructed by the Company.

- 10.11 Notwithstanding any other provisions of this Agreement, in the event Company's Concession at Airport under concession agreement terminates for any reason, this Agreement shall terminate on the same day without any further notice.
- 10.12 The expiry or termination of this Agreement shall be without prejudice to:
- 10.12.1 the accrued rights of the Parties;
- 10.12.2 any other rights which either Party may have under this Agreement; and
- 10.12.3 any rights or obligations of the Company which are expressly stated to survive or which, by their nature, survive termination of this Agreement.

11. ASSIGNMENT

Service Provider shall perform its obligations under this Agreement and shall not assign, novate or otherwise transfer this Agreement, including any of its rights, obligations provided hereunder, except to the affiliates of the Eurofins Scientific Group only after receiving prior written consent from the Company to do so, such consent shall not be unreasonably withheld by the Company. Company shall have the right, without any restriction, to assign, novate or otherwise transfer, in any manner whatsoever, the rights, obligations or interests, arising out of or in relation to this Agreement, in favour of its group companies, affiliate/ associate company, joint venture partners, lenders, or to any other entity which is not a party to this Agreement, without the need to obtain any approval or consent of the Service Provider. In the event that such transfer by Company necessitates any amendment/modifications to this Agreement, or executing a novation agreement, then the Parties shall cooperate with each other to effect such transfer.

12. COMPLIANCE:

12.1 **Anti-bribery and corruption**

- 12.1.1 Each Party agrees that it shall, and shall procure that its employees, subsidiaries, agents, sub-contractors, consultants and any other person acting on its behalf in connection with this Agreement shall: (a) comply with all applicable anti-bribery and corruption laws and regulations (including the Prevention of Corruption Act, 1988) ("**Anti-Bribery Laws**"), and, in particular, shall not, either directly or indirectly, offer, promise, give, authorize the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity, (b) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to this Agreement that would constitute an offence under any applicable Anti-Bribery Laws, (c) not engage in any activity, practice or conduct which would constitute tax evasion or the facilitation



of tax evasion and comply with all applicable laws, statutes, regulations, and codes in force from time to time relating to tax evasion or the facilitation of tax evasion; and (d) disclose to the other party in writing immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this condition.

- 12.1.2 The Parties shall ensure that its personnel and any other persons who are engaged in connection with the supply of any of the goods and services who are "associated" with the other Party shall at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity
- 12.1.3 Parties shall implement and at all times maintain suitable policies and procedures designed to prevent any activity, practice or conduct relating to the Agreement that would constitute an offence under any Applicable Laws and shall procure that all of its staff/personnel shall at all times comply with all such policies and procedures.
- 12.1.4 Service Provider shall provide the Company with all reasonable assistance to enable the Company to comply with all Applicable Laws, including informing the Company of any request by a third party for payment of a bribe in connection with the goods or services.
- 12.1.5 Either Party shall disclose to the other Party in writing, immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this Clause 12. Any failure by the Party to perform its obligations under, or procure compliance shall be deemed to be a material breach of the Agreement by such Party, such breach being incapable of remedy and giving the other Party right to terminate the Agreement.

12.2 Modern Slavery

- 12.2.1 The Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force. In performing its obligations under this Agreement, the parties shall take reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its supplies and, to the extent reasonable, other parties in the supply chain).
- 12.2.2 Without prejudice to the foregoing provisions of this clause, the Parties unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to indemnify the other Party in full against, and to pay on demand an amount equal to, any loss which the other Party (and their respective directors, officers, employees, successors and



assigns) may incur at any time or from time to time (whether by way of damages, settlement, costs or otherwise) and all costs and expenses (including legal fees and together with any applicable GST) in respect of, or as a result of, any actual or alleged bribery or breach of this clause by the other Party or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

13. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused due to a Force Majeure Event and, subject to this Clause 13 it shall be entitled to a reasonable extension of the time for performing the obligations as a result of the Force Majeure Event.

If a Party is unable to perform (or is hindered or delayed in performing) its duties and obligations under this Agreement due to a Force Majeure Event, it shall promptly give written notice to the other of the relevant Force Majeure Event, which notice shall set out details of the relevant Force Majeure Event, its impact and likely delay, and shall use all reasonable endeavours to minimise the impact of the delay.

An event or circumstance that is beyond the reasonable control of that Party seeking to rely on it and which occurs without that Party's willful default, fault or negligence and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (a "**Force Majeure Event**"). For the purpose of this clause a Force Majeure Event includes, but is not limited to, 'war whether declared or not, revolution, civil commotion, invasion, armed conflict, hostile act of a foreign enemy, blockade, embargo, act of terrorism, sabotage, civil disturbance, radiation, biological or chemical contamination, ionizing radiation, explosion, epidemic, cyclone, Act of God.

14. BUSINESS ETHICS AND CODE OF CONDUCT

The Company shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with, and shall procure that its Personnel comply with, all environmental regulations, labour laws, industry best practice and Service Provider's Policies.

Company shall not offer or give to the Service Provider or any of its Personnel any gift, inducement or reward of any kind for entry into the Agreement or for doing or omitting to do anything in connection with the Agreement.

The Company's customers, landlords and Company's demand, quality, goods, products and service at all times and also expects to ensure that those goods are produced ethically and sustainably. Company also understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity and expect the same commitment from our business partners including the Service Provider.



The Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. The code of conduct can be found in **Annexure III** of this Agreement.

15. MISCELLANEOUS

15.1 **Amendments:** Any provision of this Agreement may be amended if and only if such amendment is in writing and is signed by the authorized signatories of both Parties.

15.2 **Waiver:** Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

15.2.1 Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Agreement.

15.2.2 Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

15.2.3 Shall not affect the validity or enforceability of the Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Agreement.

15.3 **Entire Agreement:** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior written and oral agreements, understandings and negotiations between the Parties with respect to the subject matter of the Agreement. Except in case of fraud or misrepresentation, all previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. No representation, inducement, promises, understanding, condition, warranty not set forth herein has been made or relied upon by the Parties. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to the Agreement any rights or remedies hereunder.

15.4 **Cost And Expenses:** Save as provided under this Agreement, each Party shall bear and is responsible for its own costs in connection with the negotiation, preparation, execution, and performance of this Agreement or any other documents which may be negotiated, prepared and executed between the Parties in relation to the Services.

15.5 **Severability:** If any provision of the Agreement is found to be invalid, illegal or unenforceable under Applicable Laws, such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted, the Parties shall agree in good faith



amendments to the provision in question to the extent necessary to make it valid, legal and enforceable and to secure for the Parties rights and benefits which are as similar as possible to those provided for in the Agreement.

- 15.6 **Survival:** The obligations mentioned under Definitions and Interpretation, Termination, Dispute Resolution, Governing Laws and Jurisdiction, Indemnification, Confidentiality and Secrecy, Intellectual Property Rights and Miscellaneous shall survive the termination of this Agreement.
- 15.7 **Relationship:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship between Parties. Neither Party is authorized to bind the other Party to any obligations with third Parties. For avoidance of doubt, it is clarified that this Agreement or the arrangement hereunder is on Principle to Principle to basis.
- 15.8 **Counterparts:** This Agreement may be executed in one or more original counterparts, all of which together shall constitute one Agreement.
- 15.9 **Non-Exclusive Right:** Service Provider's right to provide the services under this Agreement is not exclusive and shall not prevent the Company from granting a similar right to other Parties.
- 15.10 **Confidentiality and Secrecy:** The Service Provider acknowledges and agrees that all tangibles and intangibles information obtained, developed or disclosed (including but not limited to any data, studies, reports, permits, agreements or financing documents related to the Services or the Company, all financial, technical, commercial, or other information concerning the business and affairs of the Parties) including business information, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, the terms and conditions of this Agreement and process of Company relating to its business practices in connection with the performance of Services under this Agreement, the disclosures of which is stated to be confidential or which the Service Provider should know is confidential, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, shall be considered to be confidential and proprietary information (“**Confidential Information**”).

The Service Provider agrees and undertakes that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose performance of this Agreement and the Service Provider shall not disclose or part with the Confidential Information to unauthorized persons or any third party for any other reason without the prior written approval of the Company. The Service Provider shall ensure that their employees / delegates are bound by similar obligation to maintain secrecy in respect of confidential information. The Service Provider acknowledges that in the event of any breach of this clause by the Service Provider shall be liable to pay damages as may be quantified by Company. This clause will be operative until such time as the confidential information becomes publicly known and shall survive the early termination or expiry of this Agreement.

The Service Provider shall ensure that it shall, at all times, keep confidential, (and shall ensure that its respective employees and agents keep confidential) any Confidential Information which



is in its possession or which it acquires in relation to the Company pursuant to this Agreement and shall not use or disclose such Confidential Information.

The Service Provider shall be liable for any breach of this provision if it improperly discloses any Confidential Information to any person or entity which is not in pursuant to the terms of this Agreement. All Confidential Information shall remain the property of the Company and shall be returned to it after its use or need has expired or upon the request of the Company. The Parties hereby agree that activities of the Service Provider do not involve, and have not involved, the unauthorized use or unauthorized disclosure of any Confidential Information belonging to any third party

- 15.11 **Intellectual Property Rights:** Neither Party shall not, at any time, without obtaining prior written permission, use the other Party's symbol, logo or photographs or any other description/depiction, which is reflective and/or associated with other Party's identity and the same will remain the exclusive intellectual property of the other Party. Either Party shall not use the other Party's symbol, logo or photographs in any advertisement and other promotional materials aimed to promote the same during the term of this Agreement.

The Service Provider hereby acknowledge and accept that, subject to the provision of this Agreement, nothing stated herein shall be deemed to have granted to the Service Provider, by implication, estoppel, or otherwise, and the Service Provider shall not acquire, any right, interest or license in or to any Intellectual Property Right of the Company.

The Company shall retain the right over their own tangible and intangible property and to use and own all its respective right, title and interest, including all related Intellectual Property Rights. The Service Provider shall not use the Company's Intellectual Property Right or name, logo, trade mark, corporate marks, etc., in any form, in any promotional materials, signs, announcements, or other forms of communication or advertising by it or in any other manner whatsoever, including, making direct or indirect references to the Company on any social media outlet (i.e., weblogs or "blogs," wikis, and other forms of online publishing).

The Service Provider agrees that it shall cease the use of the Company's Intellectual Property Right, in cases when such use had been approved in advance in writing by the Company, with immediate effect, upon termination or expiry of this Agreement. Such approval shall not be applicable for any renewed term of the Agreement. The Service Provider further agrees that the use of such Intellectual Property Right in the aforesaid Intellectual Property Right of the Company shall not give the Service Provider any right, title, or interest in respect of the said Intellectual Property Right and the same shall only be used for the limited purposes as approved by the Company. The Service Provider shall strictly be liable to ensure that there is no unauthorised use or access of such Intellectual Property Right belonging to the Company, by any employees, agents, contractors, subcontractors, successors, permitted assigns or any other person under control of the Service Provider using such Intellectual Property Right.

The Service Provider has valid and subsisting licenses in respect of all the software(s) that are being used in its business activities and for the performance of its obligations under this Agreement.



16. DISPUTE RESOLUTION AND GOVERNING LAWS AND JURISDICTION

16.1 Dispute Resolution

- 16.1.1 Any Disputes shall be notified in writing by the key account manager of one party to the key account manager of the other (providing reasonable detail thereof) and shall be discussed between them within 14 (fourteen) days of such notification unless otherwise agreed. If a key account manager deems a Dispute to be sufficiently serious, he may request an emergency meeting by service of not less than 5 (five) days' written notice to the other party's key account manager, which the other party's key account manager shall use all reasonable endeavors to attend and the key account managers shall attempt in good faith to resolve the Dispute during the course of their meeting.
- 16.1.2 If a Dispute is not resolved during the course of discussions and/or a meeting arranged under Clause 16.1.1, it shall be referred to the Management who shall seek to resolve the Dispute in good faith as expeditiously as possible and, in any event, within 10 (ten) Business Days of the Dispute being so referred (or such other period of time as the parties may agree).
- 16.1.3 Nothing in this Clause 16 shall restrict the right which either Party may have to seek injunctive relief in respect of a breach of this Agreement.
- 16.1.4 If the Management is unable to resolve the Dispute having a value of more than Rs. One (1) crore within such period, a party may refer the dispute to finally be resolved by arbitration in Mumbai in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof.
- 16.1.5 The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the procedure set out in the Arbitration and Conciliation Act, 1996.
- 16.1.6 The seat, place and venue of the arbitration shall be in New Delhi.
- 16.1.7 The Tribunal shall consist of a sole arbitrator which shall be mutually decided by both the Parties.
- 16.1.8 The language of the arbitration shall be English.
- 16.1.9 The law governing this arbitration agreement shall be Indian laws.
- 16.1.10 The law governing this Agreement shall be Indian.
- 16.1.11 For any other disputes, the Parties may take any further steps to which it is entitled, including court action, in respect of such Dispute.



16.2 Governing Law and Jurisdiction

This Agreement and the rights and obligations of the parties arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and will be construed in accordance with the laws of India. The Courts at New Delhi alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date hereinafter mentioned.

FOR AND ON BEHALF OF EUROFINS ASSURANCE INDIA PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	 Ashit Kundra	Authorized Signatory (NAME & SEAL)	 Akshay Sharma
Designation	Director	Designation	Business Head
Witness: 1. Sanjeet Kumar, Manager Food Safety Audit 		Witness: 1. Sanjeev Mishra, General Manager, Business Excellence 	

Place: Mumbai

ANNEXURE I

CHARGES FOR THE SERVICES

Location	Travel & Accommodation	Cost per Outlet/Lounge/Kitchen – Per Man day 2 outlets to be covered
All SKPL Locations	Inclusive	INR 4780 (Four Thousand Seven Hundred and Eighty Only)

- In case of any revision in invoice which may lead to change in amount, the same may be through credit note / supplementary invoice.
- The Quoted price is exclusive of all the present and future applicable taxes. The present GST rate which is applicable on the Services is 18% which will be charged extra
- This offer is based on the information provided by you in our questionnaire sent to you and is subject to change in the deviations are found at the time of audit or any other time
- Additional costs arising due to availing entry passes to Airports or will be borne by the Company
- Invoices will be raised after completion of audits and will be paid by Company within 15 (fifteen) days of invoice submission date. If any tax is deducted, the TDS Certificate will be provided to Service Provider at the end of every quarter.
- Other conveyance and incidental expenses like local conveyance, toll etc. if any, shall be charged in invoice
- No deduction will be made for travel, standby or any delay which are not caused by Service Provider
- **Along with above the below points, following shall also be read together: -**
- All types of travel (local /outstation) expenses are inclusive in above rates.
- In case follow-up audit required, the cost will be at the same rate of initial audit
- The Company has to provide free safe and unrestricted access for Service Provider auditor to work at all times during the course of audit
- If translations are prepared for Semolina Kitchens Private Limited, for convenience reasons, it must be clarified in the proposal that the original Service Provider document is legally binding. In case of doubts or deviations the English version shall be binding



ANNEXURE II
SCOPE OF SERVICES

1. Conducting audits as per the frequencies of FSSAI Mandatory audit and Hygiene Rating requirements for Catering Sector.
2. Conducting Opening & Closing meeting before and after the audit respectively with the audit observations with duly signed.
3. Uploading the audit reports in FSSAI's Audit Management Portal (AMP) and Hygiene rating portal (HR)

Others:

4. Service Provider is liable to upload and share/ notify the report to FSSAI if required in right format
5. Since for the airport operation pass is a challenge, the auditor/s may have to report to airport prior to the audit schedule with the documents to get the pass
6. Due to the security challenge, pass section may not be operating all the time, basis on that the audit schedule may get change with prior intimation of 48hrs ago.



ANNEXURE III

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY

1. The Company demands quality products and service at all times, and also expects the business partners to ensure that those products are produced ethically and sustainably. The Company understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.
2. This Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. Company defines their stakeholders as their employees, and also any employees of their sub-contractors. Company reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. **Key Principles**

(i) Workforce rights

The people working for the Company's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Company has adopted as our international standard, and with all relevant local and national laws and regulations.

(ii) Modern slavery

The Company does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. The Company expects our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Company immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or Services in respect of any products, services or component parts supplied to or services provided to the Company.

(iii) Environmental standards

The Company's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Company also encourage our business partners to:

- a) Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;
- b) Use manufacturing processes that:
 - o are energy and resource efficient
 - o contain minimal use of virgin or rare materials



- maximise use of post-consumer materials where possible
 - are non-polluting
 - recycle materials where appropriate
- c) Report on these impacts and activities
- (iv) Sub contracting business partners who use subcontractors are responsible to ensure that any subcontractors are aware of the standards set out in this Code of Conduct or have an equivalent policy in place.

(v) **Auditing and continual improvement**

To ensure adherence and continual improvement against this agreement, the Company reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Company expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

ETHICAL TRADE CODE OF CONDUCT

THE ETHICAL TRADING INITIATIVE BASE CODE

4. EMPLOYMENT IS FREELY CHOSEN

- (i) There is no forced, bonded or involuntary prison labour.
- (ii) Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

5. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

6. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or



occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

7. CHILD LABOUR SHALL NOT BE USED

- (i) There shall be no new recruitment of child labour.
- (ii) Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

8. LIVING WAGES ARE PAID

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- (ii) All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

9. WORKING HOURS ARE NOT EXCESSIVE

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- (ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period



on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

10. NO DISCRIMINATION IS PRACTISED

- (i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

11. REGULAR EMPLOYMENT IS PROVIDED

- (i) To every extent possible work performed must be on the basis of recognized employment relationship established through national law and practice.
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.

APPENDIX : Definitions

Child: Any person less than 15 (fifteen) years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 (fourteen) years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person: Any worker over the age of a child as defined above and under the age of 18.

Child Labour: Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.



ANNEXURE IV

TERMS OF CONCESSION AGREEMENT

(As applicable to Service Provider i.e. Eurofins Scope of Services)

1. The Service Provider shall maintain cleanliness of the standards acceptable to airport authority.
2. The Service Provider shall ensure green initiative approach and Good Industry Practice in carrying out the activities at airports. airport authority aims to be a plastic free Airport and hence does not recommend single use plastic across all regions.
3. The Service Provider shall employ staff and personnel of good character and behavior, neat and courteous and shall ensure that they conduct services in a professional manner.
4. The Service Provider shall not do any illegal or unlawful business or activities.
5. The Service Provider shall not leave any waste material or other refuse in or near the outlet. The waste materials or refuse shall be removed with extreme care immediately to the designated "Waste Disposal Points" within the Airport. The waste materials should be segregated into bio degradable and non-bio degradable,
6. The Service Provider shall not cause or suffer any damage to the outlets/ Terminal Building/ Airport due to any act or omission of the Service Provider or its representatives. If any such damage is caused, the Service Provider shall forthwith repair such damage or make the representative.
7. The Service Provider or its representatives shall not at any time indulge in any corruptor criminal activity including smuggling of goods, selling duty free products in an open market at discounted prices and other such activities.
8. The Service Provider shall not stock, sell, display or exhibit for sale any products, books, journals, magazine, newspaper, periodical, statue, idol, painting or any other objector thing which is or may be deemed to be obscene, indecent, immoral, improper or otherwise religiously sensitive and objectionable in character
9. The Service Provider shall be complying with all the applicable laws and at all times adhere to the Good Industry Practice.
10. The Service Provider shall at all times comply with and adhere to the instructions given by the Airport Health Officer (APHO). It shall further notify the Company to inform to APHO if any employee working for the Service Provider in the outlet of the Company is suffering or suspected to be suffering from any infectious or contagious disease.
11. The Service Provider shall be solely responsible for obtaining Security Clearances from Bureau of Civil Aviation Security (BCAS) and furnish all necessary documents required to obtain BCAS security clearance, secure work permits and secure access passes for its employees. All employees/ representatives of the Service Provider shall be in possession of Airport Entry Pass (AEP) card in order to access to the Terminal Building or Security Zone Area in the Airport.



If the aforesaid covenants are not met by the Service Provider, Service Provider shall be solely liable and make good the loss suffered by Company for non-compliance and non-delivery of performance as stated by airport authority for fulfilling the obligations under the Agreement.



ANNEXURE V

Semolina Kitchens Private Limited Locations Details:

Sr. No.	Location	Address
1	Guwahati	Semolina Kitchens Private Limited, GIAL Building, Lokpriya Gopinath Bordoloi International Airport, Borjhar, Guwahati, Dharapur, Kamrup Metropolitan Dist, Kamrup Metropolitan Dist., Assam-781015
2	Trivandrum	Semolina Kitchens Private Limited, International SHA, Thiruvananthapuram International Airport, Airport Rd, Chackai, Thiruvananthapuram Circle, Thiruvananthapuram, Kerala-695024
3	Ahmedabad	Semolina Kitchens Private Limited, Sardar Vallabhbhai Patel International Airport, Ahmedabad, Ahmedabad Municipal Corporation, Ahmedabad, Gujarat-382475
4	Jaipur	Semolina Kitchens Private Limited, CIP Lounge, SHA Departure, First Floor, T2, Jaipur International Airport, Airport Rd, Sanganer, Jaipur, Rajasthan-302029
5	Lucknow	Semolina Kitchens Private Limited, Subway, Domestic SHA Area Terminal 3, Chaudhary Charan Singh International Airport, Lucknow Tahsil, Lucknow, Uttar Pradesh-226008
6	Mumbai T1	Semolina Kitchens Private Limited, Chhatrapati Shivaji International Airport, Terminal 1 Santacruz (East), Greater Mumbai Ward-K/E, Greater Mumbai, Maharashtra-400099
7	Mumbai T2	Semolina Kitchens Private Limited, Mumbai Airport Lounge Services (MALS'T2 level 4, East wing, Chhatrapati Shivaji International Airport, Sahara, Andheri(east) Mumbai 400099, Greater Mumbai Ward-M/E, Greater Mumbai, Maharashtra-400099

