



महाराष्ट्र MAHARASHTRA

2023

CL 974177

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९८
30 MAY 2024
सक्षम अधिकारी

श्रीम. सुषमा चव्हाण

THIS STAMP PAPER IS PART OF
DIGITAL MARKETING AGREEMENT
DATED 04TH AUGUST, 2024

BY AND BETWEEN

SEMOLINA KITCHENS PRIVATE LIMITED

AND

THE AD COMPANY



0341

AGREEMENT

जोड़पत्र - २ / Annexure - II

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

दस्ताचा प्रकार	
दस्त नोंदणी कारजार आहेत का ?	YES/NO
भित्तीकरीचे वर्णन	
मुदतक विकत देणे	
दुरावाचा पत्तकसाठ	
हजे असल्यास काचे	
मुदतक घुलव देणे	
मुदतक विकत देणे	
मुदतक विकत देण्यासाठी आहे	
मुदतक विकत देण्याची आहे	
परवाना क्रमांक: ८००००१८ मुदतक विकत देण्यासाठी आहे असा निवेदन ऑफ एम.ए. सी. टी. र. मजिस्ट्रेट बोमबेई मार्ग, अल्हा हॉमस्टेड ड्यु. मजिस्ट्रेट कोर्टात: सिव्हेनमायड वायुला, सी.एस.टी. मुंबई - ४०० ००९. ज्या कारणासाठी ज्यांनी मुदतक घरेली केला त्यांनी त्याच कारणासाठी कदाच घरेली कोल्यापायुन & अतिव्यात वापरणे बंधनकारक आहे ।	

- 3 JUN 2024

- 3 JUN 2024

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महाराष्ट्र MAHARASHTRA

2024

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

28 MAY 2024

सक्षम अधिकारी

श्रीम. सुषमा चव्हाण

THIS STAMP PAPER IS PART OF
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0328

जॉइंटपत्र - 2 / Annexure - 11 **AGREEMENT**

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

दस्तावा प्रकार	
दस्त नोंदणी करणार आहेत का ?	YES / NO
मिळकतीचे उद्देश -	
मुद्रांक विकत घेण्याचा उद्देश	
मुद्रांकाचा पदांकडाचा क्रमांक	
मुद्रांक अखत्यारियत घेण्याचे ठराव व पत्र	
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्रीचे जोड पत्र (अनु. क्रमांक/दिनांक)	
मुद्रांक विकत घेण्याचाही तर्ही	
मुद्रांक विक्रीच्याही तर्ही	
अदात्म क्रमांक: 6900096 मुद्रांक विक्रीचे विक्रयपत्रा. कार असांरिगेशन ऑफ एम.ए.सी.सी. 1, इन्डियन सोसायटी मार्ग, भरदा हायव्होलुम उड: समोर कॅम्पस: रिजिस्ट्रारचा बायबुल, सी.एस.टी. मुंबई - 400 069. ज्या कारणासाठी ज्याची मुद्रांक इतरही सेवा त्यांनी त्याच कारणासाठी यामुळे कोणत्याही प्रकारे अडथळ्यात येऊ शकते.	

- 3 JUN 2024

- 3 JUN 2024

DIGITAL MARKETING AGREEMENT

This AGREEMENT (this “Agreement”) is executed at Mumbai on this 04th day of August 2024.

BY AND BETWEEN

The Ad Company, a company incorporated under the provisions of the Companies Act, 2020, having its registered office at 1 Aerocity, Sakinaka, Mumbai 400072 (hereinafter referred to as after referred to as “**Service Provider**” which expression shall, unless repugnant to the context, mean and include its successors in title and assigns) of the **FIRST 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**.

The “**Company**” and the “**Service Provider**” hereinafter individually referred to be as a “**Party**” and collectively as the “**Parties**”.

WHEREAS Company is engaged in the business of managing and operating various lounges and food and beverages outlets across various airports in India.

WHEREAS Service Provider is carrying on the business of providing social media marketing, online marketing services, digital content creation, photography, videography, graphic designing and is willing to provide the said services and more particularly detailed under the Scope of Services (“**Annexure I**”) (“**Services**”) to Company as provided herein.

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

WHEREAS based on the representation of the Service Provider, the Company has agreed to engage the Service Provider for the Services in accordance with the terms and conditions set out under 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.

The Company and the 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

- 1.1 “**Agreement**” shall mean this digital marketing agreement executed between the Parties along with its recitals, schedules, annexures, appendices, exhibits, addendums and all other modifications.
- 1.2 “**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.
- 1.3 “**Company**” has the meaning ascribed to it in the memo of Parties mentioned above.
- 1.4 “**Confidential Information**” refers to any information or materials obtained by either Party as a result of this Agreement (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), any information or materials disclosed by one Party to the other Party, including, business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, the disclosures of which is stated to be confidential or which the receiving Party should know is confidential, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data.
- 1.5 “**Government Authority**” means the Government of India, the government of the any state in India, and local governments and all agencies, authorities, ministries, including the Ministry of Aviation, the Directorate General of Civil Aviation, the Airports Authority of India, departments, boards, instrumentalities, municipalities, courts, tribunals, corporations, other authorities lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or other subdivisions of any of the foregoing having or claiming a regulatory interest in or jurisdiction over the scope of Services or the Parties and personnel or agents engaged by them for performance under this Agreement (and their respective personnel and agents).
- 1.6 “**GST**” means the goods and services tax payable as per the Applicable Laws in India.
- 1.7 “**GST Act**” means and includes the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017 and the State Goods and Services Tax Act, 2017, and any



other new legislation related to service taxes introduced by any Governmental Authority, as amended from time to time.

- 1.8 “**Intellectual Property Rights**” means recognised 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.
- 1.9 “**Location(s)**” means Adani Lounge, T2, Chhatrapati Shivaji International Airport, Mumbai.
- 1.10 “**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.
- 1.11 “**Services**” has the meaning ascribed to it in the recitals.
- 1.12 “**Service Provider**” has the meaning ascribed to it in the memo of Parties mentioned above.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- 2.1 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;
- 2.2 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;
- 2.3 All words (whether gender-specific or gender neutral), shall be deemed to include each of the masculine, feminine and neuter genders;
- 2.4 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;
- 2.5 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;
- 2.6 References to Rupees, '₹', 'INR' and 'Rs.' are references to the lawful currency of India;
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.

3. APPOINTMENT AND SCOPE OF WORK

- 3.1 In consideration of the Company paying the charges, Service Provider shall provide the Services mentioned in the Scope of Services (**Annexure I**) to the Location as mentioned in the Annexure 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 as per the satisfaction of the Company and strictly within the timelines communicated by the Company. 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.
- 3.2 The Parties acknowledge and agree that, in the event the Company requires any additional services during the term of this Agreement, which is not already included in the scope of



Services required by the Company, 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 pay such charges to the 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. It is hereby clarified that the Service Provider shall not execute any Additional Services until the written amendment has been signed by the Parties and the Company shall not be responsible for any costs incurred by the Service Provider in relation to or arising out of the Additional Services before the execution of the written amendment

- 3.3 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.

4. **PERIOD - TENURE**

Unless terminated by either Party in accordance with the provisions of this Agreement, the Agreement shall be valid for a period of 12 (twelve) months effective from 1 July 2024 (“**Effective Date**”) and expiring on 30 June 2025 (“**Expiry Date**”) unless terminated earlier (the “**Term**”).

5. **RENEWAL**

Unless terminated earlier, the Parties shall discuss and agree upon the terms and conditions of the renewal instructions (if any) must be indicated at least 30 (thirty) days prior to the Expiry Date. Renewal of the Agreement shall be subject to the Service Provider performing, providing, delivering and completing all its obligations under this Agreement, without any deficiency or defects, in accordance with the terms and conditions of this Agreement and as per the requirement of the Company.

4. **CHARGES**

- 4.1 In consideration of the Services to be provided by the Service Provider pursuant to this Agreement without any defect or default to the satisfaction of the Company, the Company shall pay to the Service Provider charges as mentioned in the Annexure –I after deduction of tax at source under applicable income tax laws or after making such other deductions for on taxation and duties under the Applicable Laws as may be in force from time to time to this Agreement.
- 4.2 The Service Provider shall raise an invoice on 1st (first) of every subsequent month and the Company shall make the payment of the said charges through RTGS in favour of the Service Provider within 15 (fifteen) days of the valid invoice raised by the Service Provider only if the Company is satisfied with the performance and deliverables of the Service Provider as stated under the Agreement. The Service Provider agrees that the Company shall unconditionally reserve all right to hold and not make any payment if there is any breach in the terms of



Agreement including any non-deliverable or unsatisfactory performance or not meeting the deliverable within the timeline as required by the Company.

- 4.3. 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.

4.4 Taxes

4.4.1 The Service Provider shall ensure that all invoices raised by it under Clause 4.3 are GST compliant. Such tax invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws including the GST Acts, rules and regulations and / or other regulatory requirements, etc., for the time being in force. It is agreed and understood that if Service Provider fails to charge applicable taxes at the time of invoicing, the Company shall not be held liable in any manner whatsoever to pay applicable taxes thereafter (including interest, penalty if any) and the same shall be borne by the Service Provider.

4.4.2 The Service Provider shall raise invoice to the Company clearly mentioning the HSN/SAC code for the Services provided hereunder. The Service Provider shall discharge any and all liability under the GST Acts and file GST returns in time, such that the Company can claim the relevant input tax credits. The Service Provider, as the case may be, undertakes that a debit note/ supplementary invoice/credit note with appropriate references to the original invoice will be issued only in circumstances mutually agreed between the Parties.

4.4.3 After the provision of the Services under this Agreement, the Service Provider shall cooperate with the Company and provide information that may be reasonably requested by the Company in connection with claiming such credit of input tax under the GST Acts limited to tax invoice or debit note issued by the Service Provider or such other taxpaying document(s) as may be required as proof of payment of such applicable GST under applicable law by the Service Provider. Where, the transactions in respect of which the Company has claimed input tax credit are notified as unmatched vis-à-vis the corresponding disclosures made by Service Provider in his periodic returns, Service Provider would extend necessary assistance/corrective action including inter alia carrying out revision/ rectification of its returns, so that the Company is able to claim input tax credit from the relevant Governmental Authorities. Despite such corrective action by Service Provider, if the Company is still not able to claim credit for any GST paid by the Company to Service Provider, the Service Provider shall indemnify and hold harmless the Company in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such fault, omission or non-compliance. The Company, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Company to the Service Provider.

4.4.4 The Parties undertakes that it has valid registrations under the GST Acts, which is/are in full force and effect and to the best of its knowledge no action or claim is pending



which will revoke or terminate such registration(s) or declare such registration(s) as invalid.

- 4.4.5 The Parties would be responsible for their own tax assessments, audits, inquires, etc. and would keep other Party indemnified from any additional tax demand arising out of the same.
- 4.4.6 Both Parties agree to provide necessary documents, as may be required by law from time to time, to prove the compliance with the applicable tax laws with respect to this Agreement including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries by any authority on account of default in statutory compliances by the respective party will be solely borne by the defaulting party on its own account.

5. SERVICE PROVIDER'S COVENANTS

- 5.1 Service Provider shall be responsible for the following:
 - 5.1.1 Service Provider shall comply with all the Applicable Laws and regulations as required for the performance of its obligations and purpose of providing Services under the 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.
 - 5.1.2 Service Provider shall obtain all necessary, permissions, consents, licenses, and approvals required to perform its obligations under this Agreement.
 - 5.1.3 The Service Provider shall comply with all Applicable Laws in relation to the personnel engaged by it including, but not limited to, the Contract Labour (Regulation & Abolition) Act, 1970, the Employees' State Insurance Act, 1948, the Employee Provident Funds & Miscellaneous Provisions Act, 1952, the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, the Payment of Gratuity Act, 1972, the Payment of Wages Act, 1936, the Workmen Compensation Act, 1923, the Equal Remuneration Act, 1976, etc., including any revision, modification, amendment, replacement of such laws. The Service Provider shall ensure that all Applicable Laws have been adhered to by it all the times during the Term. The Service Provider shall maintain the requisite statutory registers and licenses and submit all statutory returns wherever applicable. The Company shall, in no event, be responsible or liable for any consequences arising out of non-compliance of such Applicable Laws by Service Provider. The 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.
 - 5.1.4 The employees of Service Provider engaged in relation to 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 as per the Applicable Laws to the personnel engaged by the Service Provider deployed at the Locations for carrying out the execution of the Services. The Company shall not have any contractual responsibility towards any personnel employed or engaged by the Service Provider for performing/providing Services to the Company. However, the Company may at its discretion have the right to request the Service Provider to replace any personnel employed or engaged by the Service Provider, with or without reasons, and the Service Provider shall comply with such request without fail.

- 5.1.5 The 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 or 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 and shall employ protections to ensure that there is no unauthorized use of Intellectual Property Rights of the Company by any of its personnel or any infringement of Intellectual Property Rights of the Company of any other third party or of the Company. In the event any personnel engaged by the Service Provider breaches this provision, the Service Provider shall defend, hold harmless and indemnify the Company against all losses, costs, expenses, claims, liabilities, liens, charges, proceedings, damages, compensation, including all attorney's fees, caused due to such breach of the Service Provider's personnel.
- 5.1.6 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.
- 5.1.7 Service Provider shall at all times maintain and respect the confidentiality of all/any matters relating to the Services under this Agreement. Any and all documents and other information, papers and any other data relating to the business activities of the Company, which shall be handed over to the Service Provider by the Company for the purposes of this Agreement, or which come into the power, attention, possession or custody of the Service Provider and /or its personnel, pursuant to or in connection with this Agreement, shall remain the sole and absolute property of the Company, and the Service Provider shall neither have nor claim any charge, lien, right of retention, sale or set-off or other right title or interest therein or hereon for any reason whatsoever. The Service Provider may share such information only for the purposes of the provision of the Services and not for any other reason without the prior written approval of the Company. The Service Provider and /or its personnel shall not at any time use or attempt to use the Company's logo, letterheads for any purpose, including the performance of this Agreement.
- 5.1.8 Service Provider shall produce and deliver to the Company, on a monthly basis, the reports on the status and progress of the deliverables, in the format as required by the Company from time to time.
- 5.1.9 The 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, labour dispute, strike, any labour 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, labour 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. In the event such delay is attributable to the Service Provider, the Service Provider shall complete the Services at its own risk and cost and shall defend, hold harmless and indemnify the Company against all losses, costs, expenses, claims, liabilities, liens, charges, proceedings, damages, compensation, including all attorney's fees, caused due to such delay in provision of the Services.

- 5.1.10 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 form confidential information and shall 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.
- 5.1.11 The work of the Staff 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 work contained for the Location. All material and equipment required by Service Provider for due performance of the obligations hereunder shall be procured by Service Provider.
- 5.1.12 **Review Procedure:** The Company shall have the right to procedurally review every month the Services provided by the Service Provider. Any changes or amendment to the coverage of the Services, service levels or service procedures, the related specifications, levels, procedures or any other requirement, shall be in writing and mutually agreed between the parties and signed by the authorised signatories from both the Parties. The Service Provider is required to keep all details and issues in place during review meetings for detailed discussion and necessary actions. If required by the Company, the Service Provider shall also provide a quality assurance plan in a manner acceptable to the Company within the timelines communicated by the Company.
- 5.1.13 All Services performed under this Agreement, shall be subject to the inspection by the Company, at its sole discretion, before the Fee is released to the Service Provider and the Company shall have the right to withhold any amount due and payable to the Service Provider, when in the Company's opinion the Services have not been performed in accordance with the requirements of this Agreement to the satisfaction of the Company.
- 5.1.14 The Service Provider shall provide the Company with a work schedule which shall clearly specify the timelines, frequency, deliverables and other details as required by



the Company in relation to the Services to be carried out by Service Provider under this Agreement. The Company shall have the power to vary, modify or amend the details specified in the work schedule and such variation, modification, amendment or variation shall not vitiate this Agreement. All delays and revisions to the timelines shall be reflected in this work schedule, provided that any changes to the work schedule shall be approved by the Company in writing.

5.1.15 A detailed report shall be provided to the Company for its review and feedback for improvements upon the completion of the Service Provider's obligations as mentioned in this Agreement, as suggested by the Company. The Service Provider shall also undertake periodic feedback and review of the Company in relation to the quality of the Services provided and shall incorporate the feedback provided by the Company in the provision of the Services there forth. The Service Provider shall immediately implement all instructions of the Company in the provision of the Services.

5.2 **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 by the Service Provider.

The Service Provider shall carry out annual and routine maintenance only on Saturdays or Sundays or with such prior intimation to the Company so as to avoid any interruption or disturbance to the provision of the Services. Such planned maintenance will be scheduled at such times as decided in consultation with the Company and after at least 1 (one) week written notice to the Company in advance. In the event of the occurrence of any incident, Service Provider shall send an incident report to the Company within 3 (three) days of occurrence of such incidence. Round the clock (24 x 7) support will be provided to the Company which shall include monitoring any incidences, troubleshooting the issue and will assistance in rebooting and reconfiguring the Services, as may be required.

In the event the provision of the Services require storing of data in any server or involve the use of any internet, cloud or computer facilities, the Service Provider shall ensure that sufficient protections are employed in the Service Provider's systems against phishing, spam, malware, viruses, ransomware and any other server and cloud threats and that the downtime for such servers and clouds do not affect the Services being rendered to the Company or the business operations undertaken by the Company.

6. REPRESENTATIONS AND WARRANTIES

6.1 SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

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

- 6.1.1 It has full capacity, power and authority to enter into this Agreement and to carry out and perform all its duties and obligations as contemplated herein.
- 6.1.2 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



and shall engage such personnel that has the requisite expertise, experience and competency to execute the Services as per the requirements of the Company.

- 6.1.3 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.
- 6.1.6 Service Provider shall provide all new, unused, defect-free, good high quality standard necessary tools, systems, products, applicators, devices, equipment and supplies for the performance of its Services under this Agreement.
- 6.1.7 All Services performed under this Agreement shall be subject to the inspection by the Company and the Company who may withhold payment when in its opinion the Service Provider has not been performed in accordance with the requirements of this Agreement.
- 6.1.8 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.
- 6.1.9 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
- 6.1.10 Service Provider shall procure all adequate insurance policies for protection cover for all its assets and risks arising out of performance of its Services under this Agreement. The insurance cover shall include:
- (i) third party liability insurance and additionally covered under the employees' compensation insurance; and
 - (ii) Other insurances that may from time to time be required by the Laws of India
- 6.1.11 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 have power as it thinks fit to vary the frequency specified in the work schedule and no variation shall vitiate this Agreement.
- 6.1.12 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.
- 6.1.13 The Service Provider also warrants that the materials, equipment, components used in the Services shall comply with the requirements of this Agreement.



- 6.1.14 Service Provider shall not assign, license, transfer, encumber, novate or otherwise dispose of any rights of copyright or any other rights in or to the work produced in the course of the Services under the Agreement and Service Provider shall not during the term of Agreement enter into any agreement or arrangement which might conflict with the Company's rights under this Agreement or might interfere with Service Provider's performance of its obligations under this Agreement.
- 6.1.15 The Service Provider hereby represents, warrants, and undertakes to the Company that any of the contents in relation to the Services, whether created, or, posted, or ,shared, or, pasted by the Service Provider on the social media in any manner whatsoever, shall not, under the Applicable Laws, be obscene, blasphemous, offensive to religion, or defamatory of any person, or oppose to public policy, and shall not contain any material that has been obtained, possessed, controlled in violation of the Data Protection Laws, Information Technology Act, 2000 and rules made thereunder.
- 6.1.16 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.
- 6.1.17 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

6.2 **PARTIES REPRESENTATIONS AND WARRANTIES:**

Each Party hereby represent and warrant to the other that:

- 6.2.1 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;
- 6.2.2 it has the valid, legal and subsisting power and authority to carry on business as is currently being conducted by such Party;
- 6.2.3 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.
- 6.2.4 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;

- 6.2.5 it shall, throughout the validity of this Agreement, obtain and maintain all applicable Permits, including all licenses, permits, or permissions required to be taken by it under any Applicable Laws, to perform its obligations hereunder;
- 6.2.6 it has the power and authority to perform its obligations under this Agreement, and to provide the Services contemplated herein;
- 6.2.7 this Agreement constitutes a valid and binding agreement, enforceable against the Parties hereunder in accordance with the terms thereof;
- 6.2.8 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
- 6.2.9 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.

7. INDEMNITY

- 7.1 The Service Provider unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to protect, 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 liabilities, claims, liens, demands, reasonable attorneys' fees, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses (together with any applicable GST) suffered or incurred by, or awarded against, the Company. Service Provider shall also indemnify the Company for any loss suffered by the Company due to delay in meeting the timelines as stated under the Agreement or for any deliverable, which does not meet the expectation of the Company. This may be arising out of or in connection with:
 - 7.1.1 Any claim made against the Company for actual or alleged infringement or misappropriation of a third party's intellectual property rights arising out of, or in connection with the Services under this Agreement;
 - 7.1.2 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;

- 7.1.3 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 to the extent that the defect in the services is attributable to the acts or omissions of the Service Provider or its Personnel;
 - 7.1.4 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;
 - 7.1.5 Any failure or delay by the Service Provider in performing its obligations under the Agreement;
 - 7.1.6 any breach of the representations and warranties of the Service Provider set out under Clause 6.1;
 - 7.1.7 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 under Clause 13.10 herein;
 - 7.1.8 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; and
 - 7.1.9 due to gross negligence, fraud, misrepresentation, willful misconduct by the Service Provider.
- 7.2 Notwithstanding anything to the contrary set out in this 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.
- 7.3 Independent Remedy: The indemnification rights of the Company under this Agreement are independent of, and in addition to, such other rights and remedies as the 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.
- 7.4 This provision shall survive any termination or expiry of this Agreement.

8. **NOTICE**

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.

Any notice shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) when sent by facsimile if sent during normal business hours of the recipient on the same day, if not, then on the next business day, or (c) on the day of receipt by the addressee, if sent with an internationally recognized courier, to the following addresses:

For Service provider:
Contact person: Rishi Udapurkar
Email-address: rishi@adko.in

For Company: Semolina Kitchen Private Limited
Contact Person: Akshay Sharma
Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road,
Worli, Mumbai 400018

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.

9. **TERMINATION**

9.1 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.

9.2 Termination for Breach

Notwithstanding the terms of the Agreement, in the event of any default or breach by the Service Provider of the terms and condition of this Agreement, 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 the event such default, breach, delay or failure of the Service Provider is not rectified within a period of 7 (seven) days from the date of receipt of such notice, then the Company shall have the right to terminate this Agreement after giving a prior notice of 15 (fifteen) days.

9.3 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. 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. 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.

9.4 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.

9.5 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 the breach of the Service Provider shall be indemnified, defended and held harmless by the Service Provider without any demand or demur, immediately, upon intimation by the Company. 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.

9.6 Mutual Termination

The Parties shall have the right to mutually terminate this Agreement upon such terms and conditions as may be mutually agreed upon by the Parties.

10. POST TERMINATION RESPONSIBILITY OF SERVICE PROVIDER

On termination of this Agreement, Service Provider shall deliver to the Company all documents and any/all data including without limitations the confidential information pertaining to credentials of social media accounts of Company, held by it. Further, the Service Provider shall unconditionally and irrevocably cease to use the social media accounts of the brands with immediate effect upon receipt of the termination notice. In the event of failure, the Service Provider shall be liable to pay the pay the liquidated damages of the amount as decided by the Company thereof.

11. ASSIGNMENT

The Service Provider shall not assign this Agreement, in whole or in part, to any third party, without the prior written consent of Company. The Company has the right to assign this Agreement in whole or in part, to any of its group companies, affiliates, joint venture partners, lenders, or to any other third party entity without the need to obtain any approval or consent of the Service Provider.

12. FORCE MAJEURE

12.1 A "Force Majeure" means any event or circumstance or combination of events limited to any natural element or other act of God, like flood, earthquake, cyclone, tsunami or other natural disaster, acts of terrorism, or act of public enmity, that wholly or partly prevents or unavoidably delays a Party affected by such Force Majeure ("Affected Party") in the performance of its



obligations under the Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party, are of unforeseen nature and could not have been avoided if the Affected Party had taken reasonable care or complied with prudent industry practices.

It is hereby clarified that any suspension, delay or other effect to the Services due to any act, omission, default or breach by the Service Provider shall not be considered a Force Majeure event. Any increase in prices, non-availability or lack of funds, manpower and necessary utilities, changes in rates of currency, market fluctuations, changes in market conditions, mechanical breakdowns, labour unrest, transport problems and other similar conditions are not included under the meaning of a Force Majeure event.

- 12.2 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 5 (five) days after the date of commencement of such Force Majeure event or the date on which such Affected Party should reasonably have become aware of the commencement of the Force Majeure event.
- 12.3 The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure as soon as practicable. The Affected Party shall resume the performance of its obligations under this Agreement as soon as possible from the date of cessation of Force Majeure Event or its consequences. The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the Agreement, as soon as practicable after becoming aware of each of these cessations.
- 12.4 No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented and delayed due to a Force Majeure, subject to the receipt of the notice shared under Clause 12.2 by the other Party.
- 12.5 If due to a Force Majeure Event, a Party failed to perform its obligations under this Agreement for a continuous period of 120 (one hundred and twenty) days from the date of Force Majeure Event, by the Party whose performance has been affected by a Force Majeure Event, the Company may terminate this Agreement by giving a notice of 30 (thirty) days in advance to the Service Providers and without any obligation or liability to pay any damages, compensation or penalty.

13. MISCELLANEOUS

- 13.1 **Amendments:** No change, amendment, or modifications of this Agreement shall be valid unless such change, amendment, or modification is agreed in writing by the authorized signatories of the Parties hereto and issued as an amendment to the Agreement.
- 13.2 **Waiver:** No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or



any other right under this Agreement, which shall remain in full force and effect. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently. Waivers can only be for particular events and will not be applied to future occurrences of the waived event or to the rest of the Agreement.

- 13.3 **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. 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.
- 13.4 **Severability:** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, 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.
- 13.5 **Relationship:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship. Neither Party is authorized to bind the other Party to any obligations with third Parties.
- 13.6 **Counterparts:** This Agreement may be executed in one or more original counterparts, all of which together shall constitute one Agreement.
- 13.7 **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.
- 13.8 **Confidentiality and Secrecy:**

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 terms of this Agreement including the Annexures hereto and their contents are intended for the exclusive use of the Parties and shall not be disclosed by them to any person without obtaining prior written consent from such party, other than their legal and financial advisors for the purposes of the proposed transactions.



If the Service Provider learns or received any Confidential Information of the Company, the Service Provider shall: (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the performance of the Agreement. Notwithstanding the above, the Service Provider may provide such Confidential Information to its officers, directors, managers, employees and affiliates (collectively, “**Representatives**”), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Service Provider of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions.

The Service Provider shall be liable for any breach of this provision if it improperly discloses any Confidential Information to any person or entity. 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.

This clause shall survive the early termination or expiry of this Agreement.

13.9 **Intellectual Property Rights:**

13.9.1 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.

13.9.2 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) including, but not limited to, Face book, Twitter or YouTube.

13.9.3 Service Provider shall not, at any time, without obtaining prior written permission, use the Company’s or its affiliate’s symbol, logo or photographs or any other description/depiction, which is reflective and/or associated with Company’s identity or its affiliate’s identity and the same will remain the exclusive intellectual property of Company. The Service Provider shall not use Company’s or its affiliate’s symbol, logo or photographs in any advertisement and other promotional materials aimed to promote the same during the tenure of this Agreement.

13.9.4 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.

13.9.5 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.

13.10 Compliance:

13.10.1 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 II of this Agreement.

13.10.2 Anti-bribery and corruption

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.

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

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.

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.

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 13. 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.

Modern Slavery

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).

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.

Precedence Clause: In case of any inconsistency between the terms of the Agreement, the Company shall have the sole right to confirm which term shall prevail.

14. DISPUTE RESOLUTION, GOVERNING LAWS AND JURISDICTION

14.1 Dispute Resolution

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.

- 14.1.1 If a Dispute is not resolved during the course of discussions and/or a meeting arranged under Clause 14.1, 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).
- 14.1.2 Nothing in this Clause 14 shall restrict the right which either Party may have to seek injunctive relief in respect of a breach of this Agreement.
- 14.1.3 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.
- 14.1.4 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.
- 14.1.5 The seat, place and venue of the arbitration shall be in Mumbai.
- 14.1.6 The Tribunal shall consist of a sole arbitrator which shall be mutually decided by both the Parties.
- 14.1.7 The language of the arbitration shall be English.
- 14.1.8 The law governing this arbitration agreement shall be Indian laws.
- 14.1.9 The law governing this Agreement shall be Indian.



14.2 Governing Law and Jurisdiction

For any other disputes, the Parties may take any further steps to which it is entitled, including court action, in respect of such Dispute.

This Agreement is governed by and will be construed in accordance with the laws of India. The Courts at Mumbai alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

15. DATA PRIVACY



Each Party shall (a) comply with its obligations under all applicable Indian data protection and privacy laws as and when applicable and enforceable under the statute, as a 'Controller' and each Party shall be individually and separately responsible for its own compliance in respect of its performance under this Agreement; and (b) refrain from any action or inaction that could cause the other Party to breach any data protection and privacy laws as stated aforesaid.

Parties shall comply with applicable data privacy laws in India specifically Digital Personal Data Protection Act, 2023 and/or the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, in respect of performing their respective obligations under this Agreement.

16. The Parties hereby agree that the damages (if any) referred to in this Agreement constitute genuine pre-estimates of the Company's losses due to the respective act or omission or default of the Service Provider, are reasonable and do not include any kind of penalties. The Service Provider shall pay such damages without requiring any document or proof of loss from the Company.
17. In addition to any other remedies that may be available to the Company at law or in equity, the Company may seek an injunction, specific relief, or other appropriate equitable relief to terminate or prevent any violation or threatened violation by the Service Provider of this Agreement.



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

FOR AND ON BEHALF OF THE AD COMPANY		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)		Authorized Signatory (NAME & SEAL)	 Akshay Sharma
	Rishi Udupurkar		
Designation	CEO and Founder	Designation	Business Head
Witnesses: 1.		Witnesses: 1. Samarjit Pani	

Place: Mumbai

Dated:

ANNEXURE I
SCOPE OF SERVICES

1. Description of the Services:

- a. The Services shall mean to include without limitations the services for the promotion of the Company brands
- Social Media Management including editing, uploading, and managing content
 - 1 (one) Days Videography and Photography per month
 - Campaign planning and execution
 - Performance Marketing and ORM
- b. If any other Services not specifically agreed in this Agreement for the provisions of the Services, they shall be deemed to be implied by and within the scope of the Services to the same extent and manner as provided herein.
- c. Time is of the essence for providing of Services hereunder and any delay in providing the same shall constitute the material breach hereunder and shall attract necessary provisions.

SR. NO.	DELIVERABLES	BRANDS	KPI	Cost Per Month (in Rupees)
1	DIGITAL: <ul style="list-style-type: none"> • Social Media Management 1 (one) Day Videography and Photography • 10 Reels, 5 Stylised Shots, 3 Graphic Posts atleast (Per month) • ORM Management • Zero Commission Performance Marketing 	Adani Lounge	7000 avg reel views per brand by the end of 1st quarter - Additional 1800 followers every quarter - 40,000 unique accounts reached every month -30,000 minimum total Reel view per month -2.5 lac total reach per brand - Comparison metric Chart for *followers gained vs lost *Avg Shares per post	₹ 75,000 (Rupees Seventy Five Thousand Only) Per Brand for QSR



SR. NO.	DELIVERABLES	BRANDS	KPI	Cost Per Month (in Rupees)
			*Avg Saves per post	
TOTAL (per month)				₹ 75,000.00 (Rupees Seventy Five Thousand Only)

Other Terms

1. Pro-Forma Invoice will be provided by the Service Provider at the 1st of every month, for the previous month
2. Payment will be cleared within 15 (fifteen) days of date of Pro-Forma Invoice
3. The payment released will be calculated basis KPI
4. The Service Provider is required to reach 1,500 followers per brand, per quarter
5. 15% of the finalized cost will remain with the Company and will be released at the end of the quarter upon achieving KPI*
6. Amount to be released by Travel Food Services Pvt Ltd at the end of each quarter upon the Service Provider meeting KPI = INR 41,250 (Rupees Forty One Thousand Two Hundred and Fifty Only)
7. KPI based payment will commence after 1st Quarter and approval of promotional plan
8. 15% of final decided cost will not be released if KPI is not achieved*
9. However, if total KPI (previous month KPI + current month KPI) is achieved at the end of the quarter, retained amount will be released
10. Quarter 1: March 2023 to May 2023 | Quarter 2: June 2023 to August 2023 | Quarter 3: September 2023 to November 2023 | Quarter 4: December 2023 to February 2023
11. Base amount for Performance Marketing for each brand will be decided after initial trial period of 3 months



ANNEXURE II

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.

