

INDIA NON JUDICIAL

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Certificate Issued Date : 18-Jul-2022 01:07 PM

Account Reference : NONACC (FI)/ kaksfcl08/ HALASURU/ KA-BA

Unique Doc. Reference : SUBIN-KAKAKSFCL0875953903046222U
Purchased by : UNIQ SECURITY SOLUTIONS PVT LTD

Purchased by : UNIQ SECURITY S

Description of Document : Article 12 Bond

Consideration Price (Rs.) : 0

(Zero)

First Party Child LOGHS : ENDURANCE TECHNOLOGIES LIMITED

Second Party : UNIQ SECURITY SOLUTIONS PVT LTD

Stamp Duty Paid By : UNIQ SECURITY SOLUTIONS PVT LTD

Stamp Duty Amount(Rs.) : 500

(Five Hundred only)





RS. 50

Please write or type below this line

SECURITY SERVICES AGREEMENT

This Security Services Agreement ("Agreement") is executed on the 18th Day of July 2022 2022 by and between

Endurance Technologies Limited a Company registered under the Companies Act, 1956 and having its registered office at E-92, MIDC Industrial Area, Waluj, Aurangabad – 431 136, Maharashtra and its manufacturing plants at Survey No. 28/4A,28B,28/5,28/6,28/7,28/8 & 34/5 Village: Karinayakanahalli, Kasaba Hobli, Malur Taluk, Kolar District, Karnataka, in India (Hereinafter referred to as the "Company" or "Endurance", which expression shall unless repugnant to the subject or context thereof shall mean and include its successors-in business and permitted assigns) of the One Part,

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Hoding-Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

General Manager - HR & Admi

Uniq Security Solutions Private Limited, a Company registered under Companies Act, 1956 & having its corporate office at Vayudooth Chambers, #15-16, 7th Floor, Opp. Trinity Church, M.G. Road, Bengaluru- 560 001, Karnataka India. (hereafter referred to as the "Contractor", which expression shall unless repugnant to the subject or context thereof shall mean and include its successors-in business, assigns, affiliates, associates and subsidiaries) of the Other Part.

Company/Endurance and Contractor shall hereinafter collectively be referred to as the "Parties" and individually each a "Party".

WHEREAS:

- 1. The Company is engaged in the business of designing, engineering, manufacturing and selling automotive components for two, three and four wheelers.
- 2. The Company requires a Contractor to provide comprehensive security services in form of efficient & trained security guards / supervisors at its manufacturing located at Survey Nos. 28/4A, 28/4B, 28/5, 28/6, 28/7, 28/8 & 34/5, Within the village limits of Karinayakanahalli, Kasaba Hobli, Malur Taluk, Kolar district 563130, Karnataka (hereinafter collectively referred to as "the Company Premises").
- 3. The Contractor is engaged and specialized in the business of providing comprehensive security services to various industries & establishments located in state of Karnataka, covering round the clock watch and ward intelligence, fire fighting and prevention, safety and other related functions to various organizations.
- 4. The Contractor has represented to the Company that it has sufficient resources, infrastructure, skills, knowledge and expertise to provide the required Services to the Company and based on such representation, the Company has accepted the Contractor offer, subject to the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITENESSTH THE TERMS AND CONDITIONS AS AGREED BY AND "BETWEEN" THE PARTIES AS SET OUT HEREIN BELOW:

1. TERM:

This Agreement shall remain in force for a period of Twelve Months (12 Months) with effect from 1st April, 2022 to 31st March, 2023.

For UNIQ SECURITY SOLUTIONS PVT. LTD

General Manager-HR & Admin.

2. SCOPE OF WORK:

The Contractor shall render comprehensive security services to the Company in form of supplying efficient & trained male/female security guards/supervisors at Company Premises ("Services") as per the requirement intimated by the Company and as more specifically described in the **Annexure 'A'** annexed hereto. It is expressly clarified between the Parties that this Agreement shall be on a non-exclusive basis and the Company shall be entitled at any time to engage any other/additional contractor for providing same Services as mentioned in this Agreement.

3. PAYMENT TERMS:

- (a) In consideration of above mentioned Services and as mentioned in Annexure 'A' rendered by the Contractor, the Company shall pay to the Contractor, services charges as per this clause and Annexure 'C'.
- (b) In addition to reimbursement of Contractor's personnel wages on the basis of their deputation at the Company Premises, the Company shall pay to the Contractor an amount Rs. 900.00 (Rupees Nine Hundred Only) per month per person in billed amount as service charges for the Services rendered by the Contractor.
- (c) The monthly invoice submitted by the Contractor for the Services rendered in the previous month will be paid as per "Rota & Bills at Actual" basis by the Company on or before 30 working days after the receipt of the invoice by the Company. The monthly invoice submitted by the Contractor should reach on or before 2nd day of the next month. The Contractor shall provide all the requisite supporting documents to the invoice, as per the requirement of the Company, for the purpose of verification of such invoice. The payment of invoice shall be subject to inspection and approval by the Company and any discrepancies therein shall be brought to the notice of the Contractor within 15 days of receipt of the same by the Company.
- (d) Other than the aforesaid agreed fees, Service Provider shall not claim or demand from the Company any other payment of whatsoever nature.
- (e) The payment of the invoice shall not be deemed as acceptance of the invoice and/or the Services, the Company reserves the right to dispute the same at any time in the event of any discrepancy.
- (f) In the event, any invoice is disputed before the payment; the Company shall return the same to the Contractor for correction informing the reasons of dispute. Contractor shall, thereafter, send the corrected invoice to the Company. Corrected invoice shall be paid in accordance with the payment terms as mentioned above.
- (g) All payments (excluding reimbursement of manpower wages) to be made by the Company to the Contractor shall be subject to withholding tax or such other statutory deductions as applicable. Goods and Services Tax (GST) will be payable on the above mentioned charges as per the Government directive or changes as per the Government rules from time to time.

Aloysius W mascaremas General Manager-HR & Admin.

- (h) In case the Service Provider makes a default, in complying with GST provisions and the Company is denied the credit, by the GSTN system, then the Company shall be entitled to recover an amount equivalent to loss of credit and consequential costs including interest / penalties, if any, from the Service Provider by deducting the appropriate amount from the payment payable under this Agreement or otherwise.
- (i) The Charges agreed under this Agreement are based on the minimum wages and other statutory costs as are applicable at the time of execution of the Agreement. In case of any increase in statutory obligations including, without limitation, minimum wages, ESI, PF, Gratuity, Leave, Bonus, tax, levies etc. on the instructions of any government body or any other changes in law, the charges for the manpower cost shall be deemed to be increased, in line with such increase, and shall be effective from such date as specified by the respective government.
- (j) In addition to the payment referred to above, the Company shall pay for any additional services required by the Company, which are not specified in the Annexure -"A" attached. Contractor and the Company, prior to any such additional services being undertaken by the Contractor, shall agree in writing, the scope of all such additional services and the cost at which the same shall be provided. Such additional Services shall be supplied on receipt of a signed instruction / purchase order, signed by an authorised representative of the Company that shall form part of the Agreement and must contain all the necessary details required for correct invoicing. Contractor will raise invoices for any additional Services monthly in arrears and the Company shall pay such invoices within 30 days after the date of receipt of such invoices.

4. **REPRESENTATIONS OF CONTRACTOR:** Contractor hereby represents that:

- (a) The Contractor has all valid licenses/ permissions under all applicable laws and prescribed by the Statutory and Government Authority required for performance under this Agreement and shall keep all such licenses/ permissions valid, at all times, and shall strictly comply with such licenses/ permissions, during subsistence of this Agreement.
- (b) Contractor (including his employees/ sub-contractor agents/ representatives/ vendor) have all the requisite qualification/ skills/ knowledge/ experience/ certification and infrastructure for performing the Services as mentioned in this Agreement.
- (c) There is no restriction on the Contractor to enter into this Agreement, from any third party.
- (d) Contractor is signing this Agreement with free will and accord.
- (e) Contractor hereby represents that none of his relative is directly or indirectly interested in the Company.

For UNIQ STOURITY SOLEHONS PVT. LTD.

- (f) Contractor is in compliance with all the laws, rules and regulations as applicable to his business and no litigation is pending against him which creates an embargo on the Contractor to provide the Services as covered under this Agreement.
- (g) Contractor undertakes that it employees/ sub-contractor/ agents/representatives /vendor will strictly follow and comply with the rules regulations and standard operating procedure defined by the Ministry Home Affairs, Government of India and the Company, to avoid the spread of COVID-19.
- **5. COVENANTS OF THE CONTRACTOR:** The Contractor hereby covenants as under:
 - (a) The time, quality and efficiency in the Services shall always be the essence of this Agreement, and the Contractor shall provide the Services within the stipulated time period, as agreed between the Parties. Any delay on the part of the Contractor to render the Services within such stipulated time-period shall entitle the Company to engage any other contractor to provide the requisite Services and claim damages cost, expenses suffered and incurred by the Company from the Contractor. Provided that such delay shall not be attributable to any force majeure conditions or any act of the Company.
 - (b) For the purpose of rendering the Services, the Contractor shall employ required number of suitably trained and qualified employees, who will be supervised by the Contractors' supervisors. The qualifications of the employees to be deployed by the Contractor to provide the Services shall be as provided in Annexure 'A' hereto.
 - (c) Payment of monthly salaries/wages payable to the Contractor's staff and workmen shall be made on or before 7th of every month by the Contractor. Necessary salaries/wages payment vouchers shall be open for the Company's inspection and audits. In case of default on the Contractor's part to pay the salaries/wages to his employees deputed at Company Premises, if the Company is required to pay the salaries/wages to such employees of the Contractor, in that case the Company shall have the right to deduct amount equivalent of payments made to the Contractor's employees, from the monthly invoice payable to the Contractor.
 - (d) The Contractor shall ensure that an employee of the Contractor, being a supervisor is present at all times to supervise its employees deployed at the Company Premises.
 - (e) During the course of provision of Services, if any employee of the Contractor is found to behave in a manner which the Company finds unsuitable or prejudicial to its interests in any manner whatsoever, the Company will have the right to direct that such employee shall be removed forthwith by the Contractor and a suitable replacement to be provided.

For UNIO SECURITY SOLUTIONS PVT. LTD.

Aloys as W Mascarenhas General Manager-HR & Admin.

- (f) The number and categories of the employees of the Contractor deployed at the Company Premises, may be decreased or increased, depending upon the requirement of the Company. The Contractor will be required to supply more manpower at short notice as per the requirement intimated by the Company from time to time.
- (g) The Contractor and its employees shall all the time adhere to all rules and regulations, policies as may be prescribed by the Company including the safety and security policies, Company's Code of Conduct, and any breach of this condition shall entitle the Company to terminate this Agreement forthwith and claim damages as per the provision of this Agreement.
- (h) It is clearly understood by the Contractor that its employees shall at no time be construed as the employees of the Company, and the Company shall have no liabilities towards such employees.
- (i) The Contractor and the Company are entering into this Agreement on principal to principal basis and neither Party shall represent the other in any other manner whatsoever. Further it is made abundantly clear to the Contractor and agreed & accepted by him that there is no employee-employer relationship or any other relationship of such nature between Company and Contractor and its employees and the Company shall have no liabilities towards the Contractor's employees. Any reference to Contractor's employees in this Agreement shall not be deemed to be resulting into employee-employer relationship or any other relationship of such nature between Company and Contractor's employees. Contractor in its best endeavour and capacity would try to maintain harmonious relationship with its employees.
- (j) It is explicitly agreed between the Parties that there is no privity of contract whatsoever between Company and the employees, sub-contractor, vendor, agents, representative of the Contractor. The entire work of the employees of the Contractor shall be supervised and controlled by the Contractor and/or its supervisors without any interference of Company.
- (k) The resources deployed, under any name whatsoever, employed by the Contractor for providing the Services shall have no right to employment in the Company.
- (l) It is hereby agreed between the Parties that the Company may ask the Contractor to do any specific project work / assignment over and above what is specified in Annexure 'A' hereto, and the Contractor shall be required to do the said specific project work / assignment as intimated by the Company. In case of any specific project work / assignment, the Company will issue separate Purchase Order for the said specific project work / assignment, in addition to the terms of said Purchase order, the terms and condition of this Agreement shall be applicable for the carrying such specific project work / assignment.



- (m) The Contractor shall ensure that its employees shall report to the contractors management any suggestions in relation to deploying of additional security at Company Premises, any suspicious transactions, irregularities or violations of any legal or regulatory procedures, or any other breach of code of conduct committed by the Company's or other contractor's employees, which they may come across in the normal course of their duties in the Company Premises and the Contractor shall, in turn, forthwith report the same to the Company.
- (n) Contractors' shall provide additional supportive and ancillary services, those are not routinely executed and those are as per the requirement and necessity for the fulfilment of Services as agreed in this Agreement and intimated by the Company from time to time, for which no additional personnel to be deployed and no extra cost to the Company.
- (o) The Contractor shall ensure that its employees will observe discipline while performing the Services and that they shall at all times be neatly attired in uniforms provided by the Contractor. The Contractor will also be responsible for supplying necessary safety devices, weapons, tools, equipment's, accessories, materials such as batteries, battens, whistle, rain-wares, safety shoes, safety jackets, gum boots etc. to its employees deployed for providing the Services.
- (p) The Contractor shall at its own cost obtain adequate insurance coverage for its all employee(s) under the Employees Compensation Insurance Policy, Employees State Insurance Scheme, Personal accident, health/medical etc. The Contractor further agrees to maintain all such insurance policies during the period of this Agreement. Contractor further agrees to provide copies of such insurance policies to the Company as and when required.
- (q) The Contractor shall not engage/employ child labour nor shall any of its employees bring children along with them during the performance of the Services.
- (r) The Contractor shall be responsible for complying with all statutory and legal requirements and all other laws rules, regulations and by-laws there under as are applicable or may become applicable from time to time to the Service provided by the Contractor under this Agreement and shall obtain necessary registrations, licenses approvals and sanctions as are required under applicable laws.
- (s) During the term of this Agreement and after expiry or termination of this Agreement the employment of all staff and employees engaged by the Contractor, their wages, dues and all claims shall be the responsibility of the Contractor.
- (t) The Contractor confirms that person executing this Agreement shall have the authority and this Agreement shall not be affected by any resignation/ termination/ For UNIO SECURITY SOLUTIONS PVI. LTD.

Aloyeus W Mascarenhas General Manager-HR & Admin separation of person executing the document or change in the constitution of the Contractor.

- (u) The Contractor shall solely and exclusively be responsible and liable to comply with all applicable provisions of any acts, rules, regulations, codes and all statutory payments throughout the period of this Agreement and also the dues and terminal benefits on expiry or termination of this agreement to its employees, in all categories, including salary, wages, bonus, provident fund, gratuity, maternity benefits, and any other contributions prescribed by law and compensations under Guard board norms, Industrial Disputes Act, Employees Provident Funds and Miscellaneous Provisions Act, Minimum wages Act, Payment of Wages Act, Employees' State Insurance Act, Employees Workmen's Compensation Act, Employees' Pension Scheme etc. The Contractor shall be solely liable to face civil or criminal action that the Government, Municipal, local authorities or private persons/firms may take against it, and shall indemnify and pay on demand without demur and save loss to Company in case Company is required to pay the same or Company is made a party to such proceedings and Company shall recover from the Contractor all costs, fees, compensations and damages paid, loss suffered or penalties paid by Company and/or its officer/s in all types of plaints, complaints, petitions, claims, actions, proceedings, hearings, etc.
- (v) The Contractor shall observe and follow all the safety rules/regulations and shall take every precautions that no accident or cause of threat to life and property takes place while executing the Services and work assigned under this Agreement. In the event of any accident taking place and if Company is to suffer any loss or damage of any nature then the Contractor shall indemnify and keep Company indemnified against any loss/damage that may be suffered by Company.
- (w) The Contractor is empowered to execute and ensure the adherence of compliance under the Factories Act, 1948 for safety of his persons engaged and working for Company within its premises. The Company by using its due diligence, to enforce the compliance of Factories Act, authorizes the Contractor to take care of his persons for their safety while working for and at the Company Premises.
- (x) The Contractor shall maintain in respect of its employees all statutory registers and records showing details of movement of its employees during the provision of Services and shall produce them to the authorities whenever required.
- (y) The Services rendered and obligations performed by the Contractor pursuant to this Agreement shall be rendered and performed by the Contractor with utmost care and diligence and shall be of the highest quality and standards.
- (z) The Contractor 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 labour related disruption of

For UNIQ SECURITY SOLUTIONS PVT, LTD,

Aloystus W Mascarenhas
General Manager-HR & Admin.

its own staff or other impediment or disruption in the performance of the obligations of the Contractor under this Agreement. The Contractor also agrees to submit a full written report of the events forthwith upon request by the Company. The Contractor agrees that in that event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding 48 hours, then, notwithstanding what is contained in of this Agreement, the Company may be at sole discretion to terminate this Agreement forthwith.

- (aa) The Contractor agrees that this Agreement is executed on non-exclusive basis. Hence, the Contractor shall ensure that, its staff shall cooperate and extend support to the staff of other service providers/contractor those who are engaged by the Company to provide similar or ancillary Services as per this Agreement and ensure that there shall not be any conflict/dispute while providing Services under this Agreement.
- **6. INDEMNIFICATION:** Contractor (including its employees/sub-contractor/representative/ agents/vendor) hereby agrees and undertakes to indemnify and keep the Company including its directors, managers, employees and representatives indemnified forever from and against all losses, damages, costs, expenses, charges, fines etc.:
 - a. arising out of breach of any of the representation, covenants or terms and/or conditions of this Agreement by the Contractor;
 - b. owing to any claim/s, demand/s, made or suit/s, dispute/s, litigation/s, proceeding/s initiated against the Company by the employees/ sub-contractor/ representative/agents/vendor of the Contractor for any reason whatsoever;
 - c. owing to any claim/s, demand/s, made or suit/s, dispute/s, litigation/s, proceeding/s initiated by any third party/Government, Statutory Authority, Tax Authority or any other body against the Company due to any statutory non-compliance, contravention of applicable laws by the Contractor;
 - d. Damages to the any property of the Company/third party due to act of the employees/sub-contractor/representative/agents/vendor of the Contactor.
 - e. Against all claims including but not limited to Employees Compensation Insurance Policy, Employees State Insurance Scheme, Personal Accident, health/medicine etc.
 - f. Contractor agrees to indemnify the Company on its first demand without any demur.
 - g. In case of occurrence of any incidence of default or any event of non-compliance, Contractor shall be liable for the penalty as enumerated in Annexure 'B'.
- 7. <u>DEDUCTIONS</u>: In addition to all legal rights and remedies available to the Company, the Company shall be entitled to deduct or withhold appropriate amounts from the monthly bills towards the costs/expenses incurred or any damage suffered by the Company due to including but not limited any of the following reasons:
 - a. breach of any of the terms/conditions/responsibilities as mentioned in this Agreement by the Contractor;
 - b. deficiency, delay in performance of the Services under this Agreement, by Contractor;
 - c. breach or violation of any provisions of applicable laws by the Contractor:

 For UNIQ SECURITY SOLUTIONS PVT. LTD.

Aloysids & Maccarenhas General Manager HR & Admin.

- d. non-compliance of Contractor Safety Management policy of the Company;
- e. any misconduct by any employee of the Contractor.
- f. Any amount recoverable under the above mentioned indemnification clause.
- g. If the deduction is not sufficient the Contractor shall pay the balance amount on first demand of the Company without any demur.
- **8. TERMINATION:** This Agreement may be terminated by the Company by giving Thirty (30) days prior notice in writing to Contractor. The Service Provider can terminate this Agreement by giving Ninety (90) days advance notice to the Company.
- **9. ADDITIONAL RIGHT OF TERMINATION TO COMPANY:** The Company may terminate this Agreement without any notice whatsoever to the Contractor in any of the following events:
 - a. If Contractor makes a general arrangement for the benefit of his financial/operational creditors, or if a receiver or trustee of property of the Contractor is appointed, or in case of insolvency of the Contractor, or in case an application is made to have the Contractor declared insolvent.
 - b. Contractor violates/commits the breach of any of the terms and conditions of this Agreement and/or acts in violation of any business standards, Company's Code of Conduct or any other procedure stipulated and postulated in this Agreement or in violation of any prevailing law.
 - c. If in the opinion of the Company the Contractor (including its employees/sub-contractor/representative/agents/vendor) is/are found guilty of misappropriation/damage of Company's property.
 - d. If there is any change in control/ownership of the Contractor in regards with voting rights or appointment/ cessation of directors or appointment/ cessation of partners or sale of business and the Company thinks that such change is detrimental in the interest of the Company. ("change of control" for this clause means any transaction or arrangement resulting in (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the shares having the right to vote, or (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%); getting changed.)

10. EFFECTS OF EXPIRY OR TERMINATION:

- I. Contractor shall with immediate effect:
- a. Stop all work/activities and jointly with the Company workout the claim of each party against the other.
- b. Remove all its employees from the Company Premises
- c. Return all confidential information to the Company without retaining any copy of the same.
- II. The Company shall, however, be entitled to deduct whatever sums from the amounts due to the Contractor in accordance with this Agreement and/or any other terms separately agreed upon.

For UNIQ SECURITY SOLUTIONS PYT. LTD.

Aloysius W Mascarenhas General Manager-HR & Admin.

- 11. CONFIDENTIALITY: This Agreement and or any information pertaining to the Company i.e. (manufacturing process, technical know-how, product design) given/known to the Contractor shall be confidential. Also during the course of contract if the personnel of the Contractor, have acquired certain knowledge / information concerning Services and operations of the Company, which may also be of a strategic. and confidential nature, the Contractor agrees not to disclose or divulge the same to any third party without the prior written consent of the Company. Contractor agrees to use the same degree of care to protect the confidentiality of the Confidential Information as it would exercise to protect its own trade secrets and information but in no case less than a reasonable degree of care. Any disclosure in accordance with the requirements of law or any binding judgment, order or requirement of any Court or other competent authority, is excluded, provided that the Contractor shall provide to the Company notice thereof as soon as possible and before disclosing the confidential information, the Contractor shall take full account of any reasonable representation made by the Company. Further, the Contractor shall only disclose information to the minimum extent they are advised by legal advisors as necessary to disclose. The Company shall have a right to stop the Contractor by way of injunction if an attempt is made to disclose or allow or cause disclosure or make available the confidential information, directly or indirectly. The provisions of this clause shall survive the termination of this Agreement.
- 12. <u>COMPANY LOGO AND NAME</u>: Contractor is strictly prohibited from using the logo and trademark of the Company, without prior written permission. This clause shall survive the termination of this Agreement.
- 13. <u>DISCLAIMER</u>: No act or omission of Company with respect to the work of the Contractor shall be presumed or deemed to be ratification of any of the unauthorized acts or omission of the Contractor, unless specifically ratified in writing to that effect by the Company. Thus, Contractor shall not presume any ratification by the Company by way of implication.

14. INSURANCE:

- (a) Contractor shall obtain adequate insurance cover for all its safety devices, weapons, tools, equipment's, accessories, and materials, used or in connection to the providing Services under this Agreement. The Company shall not be responsible for any loss, theft, damage that may be caused to such tools, equipment's, accessories, materials unless such damage can be directly attributable to gross negligence on the part of the Company.
- (b) Contractor shall take requisite insurance policies against third party liabilities under the Agreement, covering the interest of the Company. Contractor shall be solely liable for death, injury, accident to the Contractor's employee(s) which may arise out of and in the course of their duties whether at the Company premises or during travel or due to any viral infection like COVID-19 and in the event that the Company is made liable to pay any damages or compensation in respect of such employee(s), the Contractor

For UNIQ SECURITY SOLUTIONS PAT. LTD.

Aloysius W Hascarenhas

hereby agrees to reimburse, 'merely on demand and without demur' to the Company such damages or compensation.

- **15. NON-SOLICITATION:** Contractor shall not during the period of this Agreement and for two years after the expiry or termination of this Agreement, hire, solicit, or cause to be solicited the employment of any employee of Company, without the prior written consent of the Company.
- 16. <u>LIMITATION OF LIABILITY</u>: EXCEPT FOR THE PAYMENT OF SERVICE FEES/CONSIDERATION, IN NO EVENT THE COMPANY SHALL BE HELD LIABLE FOR ANY DIRECT AND/OR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT.
 - 17. SECURITIES LAWS: The Contractor is aware that the Company is public listed entity in India and shall advise its respective employees, officers, sub-contractors, and agents, of the restrictions imposed by the securities laws of India, on the purchase or sale of securities of the Company by any person that has received material, non-public information from the Company of such securities and regarding the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. In particular, any such party or person who becomes aware of or comes in possession of material, non-public information of the Company or its customer, shall not pass on / share / disclose any such information to any other party or persons or give any advice based on the available information and shall not trade in the securities of the Company or its customer based on such information.
 - 18. NO UNETHICAL PRACTICES: Contractor (including its employees/sub-Contractor/ representative/ agents/vendor) shall not directly or indirectly involve in any corrupt practices. The corrupt practices, without prejudice to generality would include giving cash, gifts, concessions, benefits, etc. of any value to any Government, Semi-Government official(s) or any officials of the Company or any person for getting the work done expeditiously or out of turn or otherwise. The Contractor understands and agrees that the Company has a zero tolerance towards the unethical and corrupt practices. In the event if the Contractor is found to be in breach of this clause, the Company shall be entitled to terminate this Agreement with immediate effect and without any liability to the Contractor.
 - 19. <u>SUCCESSORS</u>; This Agreement binds the heirs, executors, administrators and permitted assigns of the Contractor with respect of all covenants herein and cannot be changed except by written consent of both Parties. The term Contractor shall mean and include its employees, agents, and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents and representatives.

 For UNIO SECURITY SOLUTIONS PVT. LTD.

General Manager IIR & Admin.

20. NOTICES: All notices required to be served under this Agreement shall be in writing and sent by registered mail or by facsimile, to the other Party as detailed below:

In case of the Company: Endurance Technologies Limited.

Mr. Sanjay Datta

Designation: General Manager – Group – Administration, CSR & Corporate Affairs,

Address: E- 94, Corporate Office, MIDC Industrial Area, Waluj,

Aurangabad – 431 136, Maharashtra

Phone No: +91-240-2569621

In case of the Contractor:
Uniq Security Solutions Private Limited

Mr. Aloysius W Mascarenhas

Designation: General Manager- HR & Admin

Vayudooth Chambers, #15-16, 7th Floor, Opp. Trinity Church,

M.G. Road, Bengaluru- 560 001

- **21. ASSIGNMENT:** The Contractor shall not assign, delegate or transfer any rights, duties or obligations hereunder or interests herein without the prior written consent of the Company and any attempted assignment shall be null and void. It is agreed between the Parties that the Company may assign, delegate or transfer any rights or obligation hereunder or interest herein its sole discretion.
- **22.** CONSTRUCTION / SEVERABILITY: In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- **23. WAIVER:** The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
- 24. <u>NEGOTIATION & ARBITRATION</u>: In the event of any dispute between the Parties in respect of and arising out of this Agreement, the Parties may first make an attempt to negotiate the same by involving higher management personnel of each party in non-binding amicable Negotiations. Any dispute not settled by amicable settlement TD.

Atoysus W Mascarenhas General Manager · HR & Admin. between the Parties within 30 days of reporting the same then the said dispute shall be submitted by either Party to arbitration by a Sole Arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue of Arbitration shall be Narsapura, (Karnataka). Language of Arbitration proceeding shall be English only. The award of Arbitrator shall be final and binding on Parties. The Contractor shall not challenge the Award of the Arbitrator. Each Party shall bear its own costs and expenses related to the arbitration and legal proceedings.

- **25.** <u>WARRANTY</u>: Both the Parties declare and warrant to each other that they have full right and authority to enter into this Agreement without any restriction under any statute.
- **26.** GOVERNING LAW AND REMEDIES: The laws of India shall govern the validity, performance and construction of this Agreement. Subject to the arbitration provisions mentioned herein, all disputes arising out of this Agreement shall be referred to the exclusive jurisdiction of the courts at Narsapura, (Karnataka), India.
- 27. ADVERTISING, NONDISCLOSURE OF CONTENTS OF AGREEMENT/
 WORK ORDER: Contractor shall not, without first obtaining the written consent of
 Company, in any manner advertise, publicize, publish or otherwise draw attention to
 the fact that Contractor has furnished or contracted to provide the Services
 mentioned in this Agreement, or disclose any of the details connected with this
 Agreement to any third party except as required for performance of this Agreement.
 The terms of this clause shall survive the termination of this Agreement for any reason.
- 28. FORCE MAJEURE: If the whole or any part of the performance of the respective obligations of the Parties hereunder is prevented or delayed due to an act of God, fire, earthquake, flood, drought strike, lockout, labour problems, terrorist activities, riots, pandemic, embargoes, government and statutory order(s) or any circumstances beyond the control of either party (Force Majeure event), then to the extent either Party shall be prevented or delayed from performing all or any part of their respective obligations under this Agreement despite due diligence and reasonable efforts to do so, then such Party shall be excused from performance hereunder for so long as reasons of Force Majeure event shall continue to prevent or delay such performance. In the event of occurrence of any Force Majeure event, the affected Party shall within a reasonable time, inform the other Party of such Force Majeure event by giving a written notice mentioning the effect of such Force Majeure events on its obligations under this Agreement. If the Force Majeure event continues for an period exceeding one month, each Party shall have right to terminate this Agreement forthwith without any further notice. For UNIQ SECURITY SOLUTIONS PVT. LTD.

- **29. AMENDMENT:** This Agreement may only be modified in writing, by the mutual assent of the parties to this Agreement and signature of an authorized officer of each party hereto confirming the amendment.
- **30.** ANNEXURES: Any reference to an annexure shall be to an agreed annexure to this Agreement, which is in the form of the relevant document agreed between the Parties and signed by or on behalf of the Parties for the purpose of identification before the signature of this Agreement (with such amendments, if any, as may subsequently be agreed in writing between the Parties), and all such annexures shall form part and parcel of this Agreement.
- **31. ENTIRE AGREEMENT:** This Agreement including its annexures constitutes the complete understanding of the Parties regarding the subject matter herein and supersedes all prior agreements, discussions, negotiations, documents in this regard.
- 32. **INTERPRETATION**: In this Agreement;
 - a. Words imparting singular shall include plural and vice versa.
 - b. Words imparting the masculine gender shall include feminine gender.
 - c. Words imparting persons shall include bodies corporate.
 - d. The words include and including are to be considered without limitation.
 - e. Any reference to statutory provisions/laws shall include modifications/changes from time to time.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to this writing the day, month and year first hereinabove mentioned

Signed and delivered by the within named Company – Endurance Technologies Limited.	Signed and delivered by the within named Contractor— Uniq Security Solutions Private Limited	
a 8	For UNIQ SECURITY SOLUTIONS PVT, LTD. Alexandrian Manager-HR & Admin.	
Name :- Mr. Sanjay Datta Designation:- General Manager- Group — Administration, CSR & Corporate Affairs	Name :- Mr. Aloysius W Mascarenhas Designation:- GM – HR & Admin	

WITNESS:	WITNESS: Ambra
Name: Kailash Mohite,	Name: AMBIKA: N. JoSHI.
Designation: Sr. Manager-Corp. Security	Designation: SENIOR EXECUTIVE.
Address:	Address: NO 15-16, Vayudoothchambee
E-94, M.I.D.C., Industrial Area, Waluj,	Address: NO 15-16, Vayudoothchambee 7th Floor, MGRoad, Bangalose 560001
Dist.:- Aurangabad (MS) – 431136	, 0

ANNEXURE 'A'

Scope of Services

Without prejudice to the generality of the responsibilities, liabilities and obligations attached to the security arrangements for the Company Premises as mentioned herein this Annexure, following shall be the roles, responsibilities, and obligations of the Contractor in relation to the Services to be provided under this Agreement.

- To keep vigil on, and to check and track, all incoming and outgoing persons, goods, tings material, activities, vehicles including but not limited to Company's employees, contract labours, visitors etc. available and present at all the Company's Premises.
- 2. To keep vigil on and to check and track, all incoming & outgoing movement of all vehicles and material including but not limited to all trucks, trolleys, water tanker, fuel tanker, four wheelers, three wheelers, two wheelers and any vehicle which used for the transportation of human being and material, further to ensure that there is no unauthorized entry or exit of any person, material and vehicles in the Company Premises.
- 3. To submit police verification certificate before deputation of any personnel as its staff at the Company Premises.
- 4. To record and maintain the register of major & minor events occurring during the period of 24 hours and reports the same to the authorized officer of the company every day regularly in the form of daily report.
- 5. To maintain registers & other documents for incoming and outgoing person, material and vehicles etc. in the format as may be prescribed by the Company from time to time.
- 6. To prepare & issue gate passes for visitors and to collect such passes at the time of exit and to maintain the records for the same.
- 7. To enquire into any theft, pilferage, fire, disobedience, in discipline, unauthorized activity and all other criminal activities in the Company's Premises and report the same to the authorized officer of the Company and to lodge the complaints to police authorities, if so desired by the Company.
- 8. To provide necessary law and order assistance to the Company in case of any strike, lockout, rallies, assemblies, movement, riots, curfew, epidemic, fire, theft situation in and around the Company Premises or on any other occasion as may be directed by the Company.
- 9. To deploy security personnel at strategic points and arrange for zonal patrolling round the clock and to check all locking devices in operation while on patrol.

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- 10. To provide escorts to the management executives, officers and staff and important visitors of the Company as and when asked for by the Company.
- 11. To protect the Company's property and premises against all outside & inside forces including malicious acts of any persons.
- 12. To protect trees, shrubs, arboriculture and other horticulture available at the Company Premises.
- 13. To carry out surprise checking personally by the Contractor or its senior officers, to ensure that its employees are providing effective and agrees Services as per this agreement.
- 14. To verify the character and antecedents of any employees of the company or its contact labour as & when asked by the authorized person of the Company.
- 15. To provide intelligence Services to the company on regular basis on important events/developments concerning the Company's interest.
- 16. To take periodic night rounds at site (once in every week) for ensuring effectiveness of deployed security personnel in the Company Premises and to identify whether any threat is there and effective step to be taken in relation to the improvement of security safeguards at the Company Premises.
- 17. To provide all necessary equipment to its guards/security personnel for performing duty as may be agreed between the parties.
- 18. Before deputation of any staff at the Company Premises for providing the Services as per this Agreement, two (2) days on job training shall be provided to such personnel at the Company Premises. Further, the Contractor shall provide documents of any personnel to be deputed at the Company Premises, which includes, bio-data, certificates of educational qualification, proof of ex-servicemen, Aadhaar card, pan card, experience certificate, police verification certificate or any other document as per the requirement of the Company. Said documents shall be submitted to the Narsapura, (Karnataka) security in charge of the Company and ensure that such personnel shall be join the services and deputed at the Company Premises, subject to receipt of prior permission of the Narsapura, (Karnataka) security in charge of the Company.
- 19. To conduct weekly training on various topics related to Security services. The training module of the said topic shall be submitted one (1) day in advance to Narsapura, (Karnataka) Security in charge of the Company.

For UNIQ SECURITY SOLUTIONS PVT. LTD.

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- 20. Contractor shall operate and manage the weighbridge as per the requirement intimated by the Company, which includes supervision of activity like weighing of empty and material loaded vehicles and maintaining its record.
- 21. Provide escort services for bringing and taking out material, cash or other valuable assets from/to the Company Premises, whenever directed.
- 22. Ensure that whether all safety rules and regulation are followed in the Company Premises, like permits for non routine jobs and adherence to the requisite precautions to be observed during, before and after commencement of jobs are fully adhered by the personnel performing the tasks. In case of any non–compliance noticed same shall be promptly communicated to the Company authorities.
- 23. Contractor should deploy 01 X 12 hrs. one professional & experienced Security Field Officer on daily basis at the Company premises in the same cost, for overall control, supervision, management of its employees which includes management of security staff, ensure smoothly shift rotation of its staff, to maintain records of its Services on daily basis and to ensure all legal compliances on regular basis.
- 24. Ensure that rule of "No Smoking" in the Company Premises is strictly enforced.
- 25. Contractor shall at all times ensure that at least one of the security guard deputed at the Premises shall have valid four wheeler driving license. In case of any medical emergency to the employees of the Company or any visitors or any employees of the vendor, contractor, customer, the security guard holding a valid four wheeler driving license shall be responsible to drive the Company's ambulance to take the said person to nearby hospital.
- 26. Contractor shall be responsible to provide all ancillary and allied services like consultation, management and administration of Security function at the Company Premises, those are not specifically covered hereunder.
- 27. In addition to services mentioned above, the Contractor shall be responsible for providing additional services like security for the occasions/events like visits of any special guests, vendor, creditors, shareholder's and board of directors meeting of the company, any social/cultural/sports programs, activities or any other eventualities at Company premises or any premises within state of Karnataka, for which sufficient advance information shall be given to the Contractor.
- 28. The Contractor shall depute the adequate resources in the different categories (male/female) and at a different places/ points in consultation with the Narsapura, (Karnataka) Security in charge of the Company. In addition to the above, the Contractor shall provide and maintain suitable vehicle on round the clock basis at its own cost for efficient discharge of duties.

For UNIQ SECURITY SOLUTIONS PYT. LTD.

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29. Requisite Qualification/ Requirement for Security Personnel

- i) Ex-Serviceman- Security Guards / Supervisor / Officer:
 - a) Rank held in defence services: seepahi, L/NK, NK, Havaldar, as equivalent ranks of Army, Navy, Air Force and BSF for Guard / Supervisor.
 - b) Ex-Junior commissioned officer or equivalent officer from defence services for Security Officer / Fire Officer.
 - c) Minimum service Seven to Ten years.
 - d) Minimum educational qualification Army IInd
 - e) Character Exemplary.
 - f) Industrial Experience: Min. 5 Yrs.
 - g) Medical category- AYE or Shape-I
 - h) Physical standards Height 171 Cms (162 Cms for hill men), Chest 82-87 Cms.
 - i) Upper age limit- Up to 45 years at the time of selection
 - j) Other requirements:
 - Should be physically fit.
 - Should have pleasing personality.
 - Should be well behaved and well-mannered person.
 - Should be able to read and write general Marathi, English and Hindi.
 - Should have adequate operational knowledge of computers.
 - Should have attended fire fighting course and should be qualified to train the Company's staff and workers in fire fighting.
 - Must clear the interview conducted by the Company.

k) Note:

- No person other than these from defence forces viz. (Army, Navy, Air Force & BSF) shall be accepted as Ex-Serviceman Guard / Supervisor / Officer.
- All personnel have to pass a simple written test and an interview.

ii) Civilian Security Guards/Supervisors/Officers:-

- a) Minimum educational qualification SSC or Equal for guard & Graduate for Supervisor & Security Officer.
- b) Minimum Experience Two years.
- c) Character Exemplary
- d) Physical standards Height 171 Cms (162 Cms for hillmen)
- e) Chest 82-87 Cms.
- f) Upper age limit- Up to 40 years at the time of selection
- g) Other requirements: (As per applicable for Security Supervisor / Officer)
 - Should be physically fit.
 - Should have pleasing personality.
 - Should be well behaved and well-mannered person.
 - Should be able to read and write general English and Hindi.
- Should have adequate operational knowledge of computers.
- Must clear the interview conducted by the Company.

For UNIQ SECURITY SOLUTIONS PVT. LTD.

Aleysius W. Hascarenhas 19
General Manager-HR & Admin.

- Should have attended fire fighting course and should be qualified to train the company's staff and workers in fire-fighting.
- 30. Contractor shall ensure and check that at the time of providing Services under this Agreement, Contractor and his employees, sub-contractor, agents, representative and vendor shall use personal protective equipment (PPE) as per the safety norms and necessary for the purpose of providing Services under this Agreement. Further, Contractor shall follow all the safety rules, regulation, guidelines and requirements of any work permit as defined by the Company from time to time. The responsibility of providing PPE and its accessories shall be on the Contractor.
- 31. Contractor shall also take all the proper precautionary measures like use of mask, gloves, sanitizer and use of other safety measures as per guidelines issued by the Government in regard to COVID 19 epidemic. Further, Contractor and his employees, sub-contractor, agents, representative and vendor shall use PPE's while providing Services under this Agreement and comply with safety rules, regulation and requirement of the Company. Contractor shall provide mask and gloves to the manpower supplied for the providing services under this Agreement.
- 32. Contractor and his employees, sub-contractor, agents, representative and vendor shall observe all safety precautions throughout the performance of this Agreement.
- 33. Contractor shall be responsible for obtaining necessary permission, permits, and authorisation for the purpose of providing Service under this Agreement and shall comply with all the statutory orders, directions, guidelines and others impositions issued by Central Government, State Government, Municipal Corporation, Gram panchayat and Narsapura Industrial Development Corporation in relation to the COVID -19 epidemic situation.

34. Contractor shall respond within two hours of any complaint or concern, raised by Company in relation to Services.

Alore Manager HR & Admin

Annexure - "B"

<u>Penalty Clause</u>: In case of occurrence of any incidence if default or any event of non-compliance, Contractor shall be liable for the penalty as enumerated in following table:

Sr.	Non compliance	Penalty – INR	Remarks	
No.				
1	Legal Non-compliance – like recruitment of child labour, non-payment and /or submission of proof of	10,000.00	Contractor will be blacklisted	
	Provident Fund, ESIC, Bonus, Gratuity and other statutory payment or and any other legal non-compliance.		x 3	
2	Deployment of any new security staff without interview and permission of the Company	5,000.00	Contractor will be issued advisory note first time, for repentance, warning letter will be issued.	
3	Non deployment of Security Supervisor / Guard on vacant duty post within period of 2 days. (Duty Post Vacated)	5,000.00	Along with penalty Contractor will be issued advisory note first time, for repentance, warning letter will be issued.	
4	Security Supervisor / Guard Sleeping on duty. / Missing from duty post. / Not alert on duty post.	One / Two day's salary of individual on account of Nonperformance.	Contractor will be issued advisory note first time, for repentance, warning letter will be issued. In case of 3rd incidence with same person, person concern shall be removed from the Company premises.	
5	Any material misplaced / lost/ theft from the Company Premises –	Amount equivalent to Material cost will be recovered from the contractor.	Along with penalty Contractor will be issued advisory note first time, for repentance, warning letter will be issued.	
6	Non Exempted Security Guard Deployment & without Information to Guard Board / Govt. Authority for New Security Guard deployment. (Legal non-compliance)	5,000.00	Along with penalty Contractor will be issued advisory note first time, for repentance, warning letter will be issued.	
7	Agency Field officer / Other Officials not visiting and not taking night rounds once in every week.	1,000.00	Along with penalty Contractor will be issued advisory note first time, for repentance, warning letter will be issued.	

For UNIQ SECURITY SOLUTIONS PYT. LTD.

Alaysius W Maccarenhas 21 General Manager-HR & Admin.

8	Repeated noncompliance on	500.00 per	Along with penalty Contractor will be
any services as mentioned in		incident	issued advisory note first time, for
	Annexure 'A' which affects the		repentance, warning letter will be
	services at the Company		issued.
	Premises of the company.		

In case of repentance of any non- compliance event or default incidence for thrice or more, it may cause for the termination of this Agreement

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Annexure - "C"

Cost Break-up – Uniq Security Solutions Private Limited For Security Services at Company's Narsapura Plant. per Minimum Wages) W.E.F.01.04.2022

(As

Sr. No.	Particulars	Security Guard (Cost Break-up)	Security Guard Cum Driver (Cost Break-up)	Supervisor (Cost Break-up)
1	Basic	10,012.00	10,012.00	11,008.00
2	DA/ Special Allowance	3,141.60	3,141.60	3,141.60
3	Gross Wages Total:- (A)	13,153.60	13,153.60	14,149.60
4	HRA	750.00	750.00	825.00
5	Driver Allowance	0.00	750.00	0.00
6	Total:- (B)	13,903.60	14,653.60	14,974.60
7	Washing Allowance	300.00	300.00	300.00
8	Total:- (C)	14,203.60	14,953.60	15,274.60
9	EPF/PF @ 13% on Total (A)	1,710.00	1,710.00	1,839.00
10	ESIC @ 3.25% on Total (B)	452.00	477.00	487.00
11	Bonus 8.33 % on Total (A)	1,096.00	1,096.00	1,179.00
12	Gratuity @ 4.81% on Total (A)	633.00	633.00	681.00
13	Earned Leave 15 days on Total (A)	632.00	632.00	680.00
14	National Holiday and Festival Holiday- 5 days on Total (A)	211.00	211.00	227.00
15	Total:- (D)	18,937.60	19,712.60	20,367.60
16	Uniform Charges	200.00	200.00	200.00
17	Total:- (E)	19,137.60	19,912.60	20,567.60
18	Service Charges: - FIXED	900.00	900.00	900.00
19	Total: Rate for 26 Days (Sl. No. 17+18)	20,038.00	20,813.00	21,468.00
20	Per Day Cost (08 Hrs.)	770.69	800.50	825.69

NOTE:-

- 1. The above mentioned rates are governed by the Minimum Wages Act for Narsapura division of Karnataka.
- 2. The above mentioned rates are subject to change. As and when the rates are revised by the respective State Governments the invoices would be raised as per the revised wages and a copy of the notification would be enclosed along with.
- 3. The above mentioned rates are exclusive of taxes of GST. GST would be charged extra on the gross billing at the prevailing rate. Presently Total GST @18%.
- 4. These rates are for 26 working days and daily 8 hours of working.
- 5. In case of Ex-serviceman requirement a sum of Rs 1,500/- Per month (Per Person) to be paid.

 For UNIQ SECURITY SOLUTIONS PVT. LTD.

Aloysius Marcal Shas General Manager-HR & Admin.

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Date: - 18/07/2022

UNDERTAKING

I Aloysius W Mascarenhas- General Manager- HR & Admin of Uniq Security Solutions

Private Limited hereby certify that, I have received the following copies from Endurance

Technologies Limited as part of the Security Services Contract.

- 1) Safety Policy.
- 2) Contractor Safety Management policy.
- 3) Work Permit System guidelines.
- 4) Consequent Management Policy.
- 5) Code of Conduct.
- 6) Prevention of Sexual Harassment (PoSH) policy.

I further certify that, I have read and understood the policies and guidelines of the Company and fully understand that, failure to comply with these policies and guidelines shall result in penalty and / or termination of contract.

I am also made aware that, above set of rules are not an inclusive set of safety rules for this plant and the company will acquaint me with additional safety rules and requirements of this plant as and when required.

For UNIQ SECURITY SOLUTIONS PVT. LTD.

Aloysius W Mascarenhas General Manager-HR & Admin.

Authorized Signatory

Seal of the Contractor

Uniq Security Solutions Private Limited.