

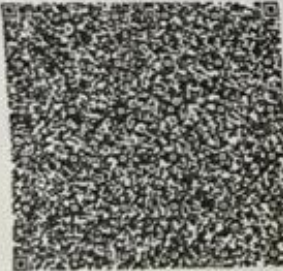


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Government of Puducherry

e-Stamp

Certificate No.	: IN-PY25164445626811Q
Certificate Issued Date	: 05-Jun-2018 10:25 AM
Account Reference	: IMPACC (SH)/ pyshimp17/ VILLIANUR/ PY-PU
Unique Doc. Reference	: SUBIN-PYPYSHIMP1740392747392069Q
Purchased by	: EATON POWER QUALITY PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: <u>EATON POWER QUALITY PVT LTD</u>
Second Party	: SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITAL
Stamp Duty Paid By	: EATON POWER QUALITY PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made on the 31 of May and year 2018 and effective from 1st April 2018 ("Effective Date")

BY AND BETWEEN:

M/s Eaton Power Quality Private Limited, a company incorporated under Companies Act, 1996, and having its registered office at No.2, EVR Street, Sedarapet, Pondicherry - 605111, represented by Mr. Venkataramana K - Finance Controller (hereinafter known as "Eaton"), of the One Part 0001427258

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE

Authorized Signatory

SERVICES AGREEMENT
Short Form **INDIA NON JUDICIAL**



सत्यमेव जयते

Government of Puducherry

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-PY43236596528440S

: 09-Dec-2020 01:00 PM

: IMPACC (SH)/ pyshimp17/ OULGARET/ PY-PU

: SUBIN-PYPYSHIMP1771550984269216S

: SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL AND RC

: Article 5 Agreement or Memorandum of Agreement

: AGREEMENT

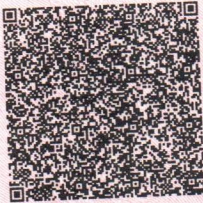
: 0
(Zero)

: HINDUSTAN UNILEVER LTD VADAMANGALAM

: SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL AND RC

: SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL AND RC

: 100
(One Hundred only)



-----Please write or type below this line-----

THIS AGREEMENT applies from the Effective Date. 01st FEB 2021

Between:

- 1) Unilever, as further identified in the Contract Details Sheet; and
- 2) Company, as further described in the Contract Details Sheet.

Each a Party and together the Parties.

For HINDUSTAN UNILEVER LTD.

RS 0003179148

Statutory Alert:

1. The authenticity of this stamp certificate should be verified at www.shiltestamp.com or using e-Stamp Mobile App on the mobile phone.
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Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARTYUR, PUDUCHERRY.

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Background:

- A. Unilever wishes to receive certain services from the Company.
- B. This Agreement sets out the contractual basis for the Company's provision of those services.

Contract Details Sheet:

Effective Date (first page)	01 February 2021;
Unilever (first page)	Hindustan Unilever Limited, Company Identification Number (CIN) L15140MH1933PLC002030 with its registered or primary business address at Unilever House, B. D. Sawant Marg, Chakala, Andheri (E), Mumbai 400 099, entering into this Agreement on behalf of its factory situated at NH 45A, Vadamangalam, Puducherry 605102 ("Premises");
Company (first page)	Sri Venkateshwaraa Medical College Hospital and Research Centre, with its registered or primary business address at No 13, Pondy - Villupuram Main Road, Ariyur, Puducherry 605 102;
Services (Clause 1.1)	The Services as set out in the Services Annex; Any reference to the Services should be read as including reference to the provision of any deliverables specifically identified in this Agreement or which are otherwise in the scope of the Services;
Territory (Clause 1.1)	Puducherry;
Term (Clause 1.1)	The period from the Effective Date until expiry or termination of this Agreement;
Service Levels / Service Credits (Clauses 2.1 and 3.5)	As communicated by Unilever from time to time;
Milestones / Key Dates (Clause 2.1)	As communicated by Unilever from time to time;
Charges (Clause 3)	As set out in the Charges Annex;
Affiliate (Clause 5.2)	In the case of the Company, any corporation or partnership controlling, controlled by or under common control, directly or indirectly, with the Company. In the case of Unilever, the companies and partnerships of Unilever group controlled, directly or indirectly, by Unilever PLC in London and/or Unilever NV in Rotterdam;
Unilever Materials (Clause 6.1)	Any materials, marks, names, software, data or documents in any media which Unilever may make available to the Company in connection with the provision of the Services;
IP (Clause 6.1)	Any patents, trademarks and design rights (whether or not registered), copyright, performers property rights, database rights and any and all other intellectual proprietary rights, wherever in the world enforceable, including all reversions.

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.

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Dr. K. S. S. S.

	renewals, extensions and applications for registration;
Data Protection Legislation (Clause 8)	Any applicable law relating to the processing, privacy, and use of personal data including, without limitation: (i) EU Council Directives 95/46/EC and 2002/58/EC; (ii) the GDPR; (iii) any corresponding or equivalent national laws or regulations;
Standard Contractual Clauses (Clause 8)	The standard contractual clauses annex to the EU Commission 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in non-EU countries (and any successor clauses);
Personal Data (Clause 8)	Any information provided by or on behalf of Unilever to Company, relating to an identified or an identifiable natural person, or as otherwise defined under applicable Data Protection Legislation;
GDPR (Clause 8)	The Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
Process (Clause 8)	As defined in the GDPR;
Expiry Date (Clause 9.1)	31 January 2022;
Change of Control (Clause 9.2)	The occurrence of any event which directly or indirectly changes the ownership or the control of the voting rights attached to not less than 50% of the issued ordinary share capital, or directly or indirectly changes the control of the appointment of a majority of the board of management of the Company.

IT IS AGREED THAT:

1. The Services

- 1.1. The Company must provide the Services in the Territory during the Term and in accordance with this Agreement.



2. Service Standards

2.1.



The Company must ensure that the Services are performed:

- a. to meet the express requirements of this Agreement, as well as lawful and reasonable directions of Unilever;
- b. in accordance with any standards, specifications, work scopes and process requirements specified: (i) by Unilever in its request for proposal(s) relating to the Services; (ii) in the Company's reply to that request, unless and to the extent inconsistent with the express requirements of this Agreement;
- c. with all the skill and care of a highly skilled and diligent service provider;
- d. by suitably selected, skilled, trained and managed personnel;

For HINDUSTAN UNILEVER LTD.

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARIYUR, PUDUCHERRY.

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- e. to meet any Milestones/Key Dates and any Service Levels set out in or referred to in the Contract Details Sheet; and
- f. in compliance with applicable laws, permits, licences, intellectual property rights and approvals (including all applicable within the Territory).

The Company must additionally ensure that, subject to any other specific requirements under this Agreement, deliverables are fit for the usual use of such items.

- 2.2. The Company is responsible for obtaining all **necessary licences, intellectual property rights, permits and approvals** required to perform the Services.
- 2.3. The Company must **produce and maintain records** of the Services and any application of this Agreement's provisions (including payment of Charges), in a manner consistent with good professional practice and in accordance with applicable laws. Following expiry or termination of this Agreement, the Company must maintain those records for (i) in the case of financial records, the longer of 7 years or such period required by applicable law and (ii) in the case of other records, 5 years. On request, copies of these records must be provided to Unilever.
- 2.4. The Company is **solely responsible for the health, safety and security of its personnel, the personnel of Unilever group and the general public** with respect to Company's performance of the Services. Without limiting that aforementioned responsibility, the Company will comply with all reasonable requests from Unilever concerning health, safety and security relating to the performance of the Services.
- 2.5. The Company must indemnify and defend Unilever and Unilever's Affiliates (including their respective directors, officers and employees) in respect of all losses, costs, claims and liabilities which relate to or arise from: (i) the Company's breach of this Agreement; or (ii) any and all **third party claims, demands or litigation arising in respect of the Services**. Unilever will have the right to conduct or participate in any related litigation and the Company will not enter into any settlement that would impose obligations or restrictions on Unilever without Unilever's prior written consent.
- 2.6. The Company must indemnify and defend Unilever and Unilever's Affiliates (including their respective directors, officers and employees) in respect of all losses, costs, claims and liabilities arising due to **personal injury or death of any person caused by the Company**.
- 2.7. The Company is responsible for the lawful employment of its personnel (including all agent and sub-contractor personnel) employed or engaged in the performance of the Services, including all related: (i) payments of salaries and other contracted compensation and (ii) contributions to tax or other governmental authorities. The Company must indemnify and defend Unilever and Unilever's Affiliates (including their respective directors, officers and employees) against any prosecutions or claims by or in respect of those personnel (including those formerly employed or engaged) for redundancy, unfair dismissal, wrongful dismissal, discrimination, breach of contract or non-compliance with employment law (including with respect to working permits and visas), in relation to (i) the performance, termination or expiry of the Services and/or (ii) the employment or engagement of those personnel by the Company or any third party employer.
- 2.8. The Company also undertakes that it shall, without any question or demur, remove and replace immediately any of the persons deployed, if so required by Unilever in the event of omission or commission of any act by the Company or its employees resulting, as the case may be, in any loss, injury or damage to the property or death of the employee of Unilever.
- 2.9. In no event shall Unilever be liable for indirect, consequential, special or incidental damages. In no event shall the maximum liability of Unilever exceed average Charges paid/payable by Unilever for one month. Such average shall be calculated on the basis of the period between the Effective Date and the date of occurrence of the breach.

For HINDUSTAN UNILEVER LTD.

V. Hegde

Authorized Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARIYUR, PUDUCHERRY.

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.

Office

Office

2.10. The Company shall strictly comply with all applicable labour laws including, both, central and state enactments. Notwithstanding the generality of the foregoing, the Company shall strictly comply with the following specific requirements:

- a. The Company shall pay wages/ salary to persons engaged by the Company as per the provisions of the Payment of Wages Act, 1936 and shall ensure that the wages paid to are not less than the minimum wages provided under the Minimum Wages Act, 1948.
- b. The Company shall obtain insurance to cover persons engaged by the Company in case of any injuries and/ or for any other claims arising under the Employee's Compensation Act, 1923.
- c. The Company shall deduct and remit provident fund contribution and employee state insurance contribution and pay bonus and any dues as may be payable by the Company under the applicable laws. The provident fund is required to be deducted at the time of payment of wages and deposited before the 15th day of each month. The copy of the bank challan as proof of payment is required to be submitted to the human resource department of the Unilever within ten (10) days of such statutory payment being made.
- d. The Company shall ensure compliance of provisions of the Factories Act, 1948 including the hours of work, payment of overtime. It may be clarified that the overtime, if any, should not exceed the amounts specified in the Factories Act, 1948.
- e. Unilever shall not be responsible in the event of non-payments of dues by the Company. In case of non-payment, the persons engaged by the Company shall have no claims whatsoever against Unilever and should Unilever bear any cost due to the failure of the Company to fulfil its obligations, the same shall be recovered from the Company.
- f. The Company shall not directly or indirectly employ any child labour or any labour below the age of 18 years and above 60 years of age in the operations carried out under this Agreement. The Company is required to furnish proof of age if so, required by Unilever.
- g. The Company shall at all times offer inspection to Unilever and its authorized personnel of all the permits, licenses, sanctions, permissions and the compliances under relevant labour and industrial and other applicable laws, rules and regulations as may be applicable to the Company. In the event, Unilever calls upon the Company to furnish any proof in respect of the above compliances under law and on such request the Company shall forthwith provide the same.

2.11. In accordance with the requirement to ensure compliance with applicable laws, with specific reference to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Rules framed thereunder (the "Act"), the Company hereby confirms that, as required under this Act read with the applicable Rules for any employer employing ten (10) or more employees, as set out under the Act, it has:

- a. Formulated and widely disseminated an internal Policy for prohibition, prevention and redressal of sexual harassment at workplace intended to promote a gender sensitive safe workplace for women. The Policy shall also provide the manner and procedure in which the enquiry into a complaint of sexual harassment is required to be conducted;
- b. Set up an Internal Committee to hear and redress grievances pertaining to sexual harassment as per the provisions of the Act for the said purpose; and
- c. Fulfilled all the duties of the employer as enshrined in the Act.

In the event that the Company does not have a Policy and an Internal Committee in place as on the date of this Agreement, it shall take immediate steps to formulate a Policy and set up an Internal Committee to ensure the requisite compliance under the Act. The terms "Policy" and "Internal Committee" shall have the same meaning as set forth in the Act.

For HINDUSTAN UNILEVER LTD.

V. Hegde

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.

- 2.12. In the case of any theft at the premises where the Services are being undertaken, the Company shall, at its own cost, depute a special investigator who will conduct a preliminary inquiry and submit a report in writing to Unilever. The Company will also give all assistance and cooperation with the law enforcement agencies for apprehending and bringing the culprit to book.
- 2.13. In case of any theft or pilferage of Unilever items/ goods stored under the care of the Company, the actual cost of the Unilever items/ goods will have to be reimbursed by the Company to Unilever.
- 2.14. The Company acknowledges and agrees that any materials specifying the trade name, logos, trademark and any other distinguishing marks belonging to Unilever are extremely valuable materials belonging to Unilever and the Company shall take the utmost care to ensure that the materials are not pilfered, stolen or misplaced by the Company or any person engaged by the Company. The costs for such pilfered, stolen or misplaced materials cannot be quantifiable and the Company agrees that Unilever will be entitled to claim such costs as may be attributable for loss of such materials. The Company and any person engaged by the Company will be liable and accountable for any pilferage, stolen or misplaced materials, including civil or criminal action as may be advised.



3. Charges and Invoicing

- 3.1. The **Charges for the Services** are set out in the Contract Details Sheet. Unless specified otherwise in the Contract Details Sheet, Charges are stated:



Inclusive of all mandatory deductions such as withholding taxes, where applicable. Unilever will deduct required amounts in accordance with applicable laws and provide the Company with evidence that these were paid to the relevant authorities (Unilever is not obliged to gross-up Charges or otherwise pay additional sums to the Company to replace mandatory deductions such as withholding taxes).



Exclusive of applicable taxes under law.

- 3.2. Invoices must comply with the **invoicing requirements** set out at www.unileversuppliers.com.
- 3.3. Payment terms are ninety (90) days from receipt of invoice or receipt of Services, whichever is later, except as otherwise agreed between the Parties in writing or if restricted under mandatory applicable laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which Unilever is located, then the day for payment shall be the first working day after the day nominated or determined.
- 3.4. Where Unilever in good faith disputes any invoice, Unilever is entitled to withhold payment of the **disputed amount** until the dispute is resolved.
- 3.5. If a **Service Credit regime** is included in the Contract Details Sheet, then any such sums represent a non-exclusive remedy.
- 3.6. Except as provided above, each Party is responsible for its own costs of performing this Agreement. Unilever has **no other obligation to make any payment** of charges, fees or costs in respect of the performance of this Agreement, including the rights that the Company grants under this Agreement.

For HINDUSTAN UNILEVER LTD.

[Signature]

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARIYUR, PUDUCHERRY.

3.7. Work outside the scope of the Services specified in the Contract Details Sheet will only be chargeable where this has, in advance of performance, been agreed in writing by the Parties.

3.8. The Company shall comply with the following requirements from the date of implementation of the Central Goods and Service Tax Act, 2017 ("CGST") and the Integrated Goods and Services Tax Act, 2017 ("IGST"). For the purpose of this clause, both CGST and IGST shall be referred to as ("GST Act"):

- a. Registration: The Company shall obtain a valid registration in every such State in which it is so liable, within the time prescribed under the GST Act or if it is already registered under an earlier law relating to the same subject matter, it shall follow the procedure as may be prescribed under the GST Act to ensure that the performance of its obligations under the Agreement is in compliance with the requirements of the GST Act. Further, the Company shall forthwith inform Unilever in case of any fresh registration, renewal, amendment or revocation of the certificate of registration issued under the GST Act.
- b. Tax Invoice, Credit and Debit Notes: Upon the effective date of implementation of the GST Act, the Company shall issue a valid Tax Invoice / Debit Note etc. in the format prescribed under the GST Act and the Rules framed thereunder. The Tax Invoice, Credit / Debit Notes shall be duly and appropriately filled under the prescribed format, to enable Unilever to make the payment to the Company.
- c. Payment of tax, interest, penalty, and other amounts: The Company shall ensure that all taxes shown in the Tax Invoice are duly deposited with the appropriate authority within the time period prescribed under the GST Act and, in case Unilever seeks any proof of payment, the Company shall forthwith furnish the proof of payment made to the relevant authorities, at the earliest. Any mismatches reported by GSTN portal shall be reconciled and resolved within 3 working days of intimation by Unilever. All necessary assistance shall be provided by the Company for the purpose of reconciliation.
- d. Returns: The Company shall file periodic Statutory Returns within the prescribed time as required under the GST Act and shall ensure that the full tax due as per the said return has been duly remitted in the manner prescribed under the Act. The Company shall provide valid proof of remittance of tax collected from Unilever and any other related documents under the GST Act as and when requested by Unilever so as to enable Unilever to obtain input credit.
- e. Indemnity: The Company will indemnify Unilever in all such cases where input tax credit is denied to Unilever on account of non-payment of GST under the GST Act by the Company. In such cases, Unilever reserves the right to adjust an amount equal to such credit and interest / penalty thereon from the Company on subsequent payments or by any other manner as it may deem fit.
- f. All capitalized terms used in this clause, but not defined herein, shall have the same meaning as set forth under the GST Act.



4. Policies, the USQS and Audit

4.1. The Company must read and ensure compliance with the policies set out or referred to in the Policies Annex by itself, its staff, agents, Affiliates and permitted sub-contractors. Unilever may amend these policies during the Term. If it does so, it will inform the Company and provide a reasonable period in which to align performance.

4.2. The Company must (at its own cost) on request by Unilever register with Unilever's supplier assurance and compliance system, referred to as Unilever Supplier Qualification System ("USQS"), and complete any steps required to achieve compliance under USQS.

For HINDUSTAN UNILEVER LTD.

V. Hegde

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARIYUR, PUDUCHERRY.

- 4.3. The Company must, upon reasonable notice from Unilever, provide access to the Company's applicable offices, facilities, personnel and records (during normal business hours) to allow Unilever and/or its representatives to verify that the Company is in compliance with the terms of this Agreement. Unilever must take appropriate steps to ensure such audits or inspections do not unreasonably disrupt the Company's business.



5. Insurance

- 5.1. The Company must ensure it has, in respect of the Term and thereafter until expiry of the corresponding limitation period for such claim-types in respect of this Agreement, insurance of the types and amounts consistent with good business practice for the Services, including:
- professional services liability insurance (where applicable);
 - third party liability insurance;
 - employee liability insurance/workers compensation insurance; and
 - other legally mandated insurances.
- 5.2. The policies must name Unilever and its Affiliates as additional insured parties for the coverages under a. and b. unless Unilever agrees in writing otherwise. The policies must include waiver of subrogation rights against Unilever and Unilever's Affiliates as well as their contractors, agents, officers, directors and employees. The Company is responsible for the costs of that insurance, including bearing any deductibles and excess sums. If Unilever requests, then the Company must provide Unilever with evidence of what insurance is in place.



6. Intellectual Property

- 6.1. Intellectual property (IP) ownership is allocated as follows:

Background IP	
IP existing before this Agreement commences or created independently from this Agreement In the case of Unilever, such Background IP includes Unilever Materials.	
Ownership of Background IP	Usage of Background IP
Ownership of Background IP remains unaffected by this Agreement, i.e. no change in ownership under this Agreement.	Use of the other Party's Background IP is permitted only for the performance and receipt of the Services (including any Unilever or Unilever Affiliates' subsequent use of the Services and deliverables – which use includes third party supplier use, where and to the extent working for Unilever and/or its Affiliates), unless agreed in a separate written agreement that other rights of use apply.

For HINDUSTAN UNILEVER LTD.

Handwritten signature

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.

Arising IP

New IP created through performing this Agreement

Ownership of Arising IP

Arising IP will be the property of and vested in Unilever. The Company hereby assigns to Unilever and must ensure that all third parties assign to Unilever, in each case, by way of present and future assignment with full title guarantee (free of all charges, encumbrances and other rights exercisable by third parties), all the Arising IP in the Services.

Usage of Arising IP

The Company may use Arising IP only for the performance of the Services and/or provision of the deliverables. Unilever grants to the Company a personal, non-transferable, non-exclusive, non-sub licensable, revocable licence to use the Arising IP for the sole purpose of performing the Services under this Agreement.

6.2. Protections:



The Company must ensure that (i) its performance of the Services and their receipt; and (ii) any Unilever or Unilever Affiliates' subsequent use of deliverables in accordance with this Agreement, does not infringe the intellectual property rights of any third party.



The Company must indemnify and defend Unilever and Unilever's Affiliates (including their respective directors, officers and employees) in respect of all losses, costs and liabilities where a third party claims that (i) performance of the Services and/or their receipt; and/or (ii) any Unilever's or Unilever's Affiliates' subsequent use of deliverables in accordance with this Agreement, infringes the third party's intellectual property rights, except to the extent due to materials provided by Unilever which the Company did not develop.

- 6.3. The Company will return or, if clearly requested in writing by Unilever, destroy all defective, obsolete, surplus or other excess tangible materials containing Unilever's or Unilever's Affiliates' intellectual property, in order to prevent product counterfeiting or unauthorized use. Any destruction must comply with applicable laws, as well as Unilever's standard written policies relating to destruction of these types of material (where such policies are made available to the Company). The Company must ensure that any waste contractors it uses provide written evidence of destruction and, at Unilever's request, the Company will provide written evidence that the contractor's destruction complied with the requirements of this provision. Unilever is not responsible, and the Company is not entitled to any compensation from Unilever, for any use of these materials by third parties following expiry or termination of this Agreement.

For HINDUSTAN UNILEVER LTD.

[Signature]

[Signature]
Authorised Signatory

[Signature]
Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARAYUR, PUDUCHERRY.



7. Confidentiality

7.1. Confidential Information means all information received from the other Party, in any form, including:

Confidential Information

Product and service information

Business information

Transaction information

Personal data

Non-Confidential Information

Information independently obtained or developed

Information in public knowledge, or the recipient already knew or possessed it

7.2. Each Party agrees:



To keep all Confidential Information it receives confidential and only use it to perform this Agreement or as reasonably required for receipt of the Services (including use of the deliverables and any Arising IP).



Not to disclose Confidential Information to any third party, except where:

- necessary for performance under this Agreement or as reasonably required for receipt of the Services (including use of the deliverables and any Arising IP) – the Party disclosing Confidential Information to any third party is responsible for ensuring that third party maintains the confidentiality of the disclosed information; or
- required by applicable law, although the other Party must be given reasonable prior notice (where lawful).

7.3. On termination or expiry of this Agreement each Party must return, or if clearly requested in writing destroy, the other's corresponding Confidential Information. However, Confidential Information may be retained if required under applicable laws or if it is still needed for a Party to complete its obligations under this Agreement or for Unilever and/or Unilever's Affiliates to use any deliverables arising from the Services.

8. Records, Business Continuity, Data Protection and Privacy

8.1. Records pertaining to the performance of this Agreement and any application of this Agreement's provisions, as required by clause 2.3 above, may be audited at least annually, or on an ad hoc basis in the event of a breach, by Unilever. The audit may cover all information, documentation and records related to the subject matter of this Agreement.

For HINDUSTAN UNILEVER LTD.

V. Hegde

Authorized Signatory

Deputy General Manager
SRI VENKATESHWARA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARYUR, PUDUCHERRY.

- 8.2. The Company shall reliably back up all data provided, used or generated in connection with this Agreement (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the unauthorised destruction, theft, use, disclosure or loss of such data in the possession or control of the Company.
- 8.3. When processing personal data, each Party must comply with applicable Data Protection Legislation (including, but not limited to European Data Protection Legislation) at all times during the Term.
- 8.4. Where the Company processes personal data, the Company shall comply with the mandatory terms set out below:
- It shall use the personal data provided only as strictly necessary to perform the obligations as required under this Agreement and maintain written records of all categories of processing of personal data, including the subject matter, duration, nature and purpose of the processing together with the categories of data subject and types of personal data processed by the Company on behalf of Unilever;
 - It shall assess the need for a Data Protection Officer and have in place arrangements to ensure it protects data subjects' rights, including providing assistance to Unilever in the event of Unilever receiving a request to provide a data subject with access to their personal data;
 - Where it appoints sub-processors, it will ensure that any such appointment is done under written contract and that the obligations and processing carried out are consistent with the specific processing set out in this Agreement;
 - It shall not disclose or transfer Unilever personal data to third parties without the prior written consent of Unilever (such consent not to be unreasonably withheld) and subject to the entity receiving Unilever personal data being located in a territory which is subject to a requirement to provide adequate protection for personal data under applicable Data Protection Legislation; or where Company and/ or the entity has entered into the Standard Contractual Clauses or is subject to an equivalent mechanism approved by relevant authorities pursuant to applicable Data Protection Legislation, prior to receiving Unilever personal data;
 - It shall ensure it does not knowingly or negligently do or omit to do anything which places it or Unilever in breach of its obligations under the Data Protection Legislation; and
 - It shall immediately inform Unilever of any accidental, unauthorized or unlawful access, loss, destruction, theft, use, disclosure or alteration of personal data or any other non-compliance with the Agreement (a "Data Breach") giving detailed reasons for the Data Breach and at no additional cost to Unilever, take steps to mitigate the risk and provide any assistance that may reasonably be required by Unilever.

For HINDUSTAN UNILEVER LTD.

V. Hegde

[Signature]
Authorised Signatory

[Signature]

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIPUR, PUDUCHERRY.



9. Term and Termination

- 9.1. This Agreement expires on the Expiry Date, subject to earlier termination.
- 9.2. This Agreement may be terminated without any penalty or further liability for the Party exercising that termination right on the basis set out below:

Basis for termination	Minimum notice period
a. Without cause.	30 days
b. Breach by the other Party not cured within 30 days following notice of breach.	None (following expiration of 30 day period)
c. A Force Majeure Event, which prevents performance of the Services for more than 60 continuous days.	None (following expiration of 60 day period)
d. The other Party becomes bankrupt/insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of those acts or events.	None
e. Change of Control, of the Company (notice may be given by Unilever only).	None

- 9.3. The terminating Party is, following termination, still entitled to seek all other legally or contractually available remedies, including recovery of damages.
- 9.4. On expiry or termination of this Agreement for any reason, the Company must:
- refund any pre-payments allocable to Services not performed; and
 - on request by Unilever provide reasonable exit support to Unilever, including transfer of records, Services data and any work in progress.
- 9.5. Expiry or termination of this Agreement does not affect any clause expressed or which should reasonably be construed to survive expiry or termination, including its confidentiality provisions.



10. Force Majeure

- 10.1. A "Force Majeure Event" means riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other event similarly beyond the control of a Party, which makes it impossible for that Party to comply with the terms of this Agreement, but excluding any:

- equipment or sub-contractor (including sub-supplier) failure, not itself caused by such an event;
- change in economic conditions, exchange rates, inflation or costs; and
- labour disruption.

For HINDUSTAN UNILEVER LTD.

V. Reddy

Authorised Signatory

[Signature]

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARYUR, PUDUCHERRY.

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
MADURAI, PUDUCHERRY.

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- 10.2. A Party impacted by a Force Majeure Event will **not be liable for any non-compliance** with this Agreement to the extent caused by the Force Majeure Event, provided that the impacted Party:

Promptly notifies the other Party of the event and its likely consequences



Uses its reasonable efforts to mitigate the situation



11. Administrative Provisions

11.1. Notices

Notices provided under this Agreement must be in writing and treated as delivered:

- on date of delivery as documented by a pre-paid commercially recognized courier service;
- 5 days after posting if sent by pre-paid, certified, first class mail; its equivalent mail services; or
- on the date of in-person delivery;
- when a receiving party acknowledges receipt of an email if delivered by email.

11.2. Amendments and Waivers

Amendments are effective only if **agreed in writing** (excluding email) and waivers need to be clearly expressed and provided in writing by the Party giving the waiver. A delay in the exercise of any right will not be considered a waiver of that right.

11.3. Assignment

Unilever may assign or transfer contractual rights or obligations under this Agreement in whole or in part to a Unilever Affiliate or, in the event of a disposal in whole or in part of the Unilever business or company to which the Services relate, to the purchaser of such business or company (in each case without further requirement of consent from the Company). The Company may not assign or transfer any right or obligation under this Agreement without Unilever's prior written consent.

11.4. Sub-contracting

The Company must not sub-contract its obligations under this Agreement without the prior written consent of Unilever (such consent is not required for the use of individual contracted temporary staff). The Company must ensure its permitted sub-contractors comply with the Company's obligations under this Agreement.

11.5. Rights of third parties

No third party is intended to directly benefit from or have any right to enforce this Agreement other than Unilever Affiliates (the Company cannot rely on any right of set off against one Unilever Affiliate to defeat or reduce any amount owed to another Unilever Affiliate).

11.6. Severability

Each provision in this Agreement is severable. If any provision or identifiable part of this Agreement is held to be invalid or unenforceable by any court or competent jurisdiction, then such invalidity or unenforceability will not affect the remainder of this Agreement.

11.7. Interpretation

The word "**including**" when used in this Agreement has the general meaning of "**including without limitation**". Reference to "**law(s)**" includes regulations, as well as codes of practice established by regulatory authorities. For the purposes of this Agreement, it is confirmed that an electronic copy of a document containing an electronic signature is (without limitation) to be considered a signed document made in writing, subject to applicable

For HINDUSTAN UNILEVER LTD.

V. Hegde

[Signature]

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.

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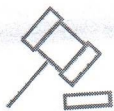
laws. Electronic signatures may include: (i) a copy (pdf, jpg etc.) or other electronic representation of a person's signature (including a plain text version) inputted by or with the authorisation of a person; or (ii) a data file attached to or logically associated with a signed document by or with the authorisation of a person, which in each case is intended by that person to reflect agreement to the content of the document and which allows identification of that signatory.

11.8. Entire Agreement

This Agreement, including its annexes and the documents referred to in it, sets out the entire understanding of the Parties regarding its subject matter. In entering into this Agreement, **neither Party has relied upon related statements or representations** of the other Party except as set out in this Agreement. Neither does anything in this Agreement oblige a Party to enter into any further business relationship or commitment nor does it represent a commitment of exclusive Service provision/purchase.

11.9. Irreparable Harm

Each Party acknowledges that any breach of this Agreement could cause irreparable damage and that financial compensation alone may be an insufficient remedy. Accordingly, each Party accepts that the other Party is **entitled to seek injunctions** in addition to all other remedies available under applicable laws.



12. Governing Law and Jurisdiction

12.1. This Agreement (including any dispute relating to it) is to be governed by and interpreted according to the laws of India.

12.2. Without restricting either Party from seeking injunctive or other temporary relief in a competent court, if a dispute arises out of or in respect of this Agreement: (i) the Parties will try to **resolve the issue amicably** within a period of 30 days from the date the dispute is raised by one of the Parties; and (ii) in the absence of amicable settlement, the dispute shall be referred for mediation to be administered by an independent ombudsman, of suitable eminence and repute, appointed by Unilever. In the absence of settlement by mediation, the dispute shall be referred to and **finally resolved by the courts of Puducherry**.

This Agreement may be **signed in counterparts**, each of which when taken together are one and the same instrument.

Sign
here

For Unilever

Print name: **Chandrasekaran Singaravelu**
Job Title: **Factory Manager**
Place: **Pondicherry**
Date: **1st Feb 2021**

Address for Notices: See Contract Details Sheet

Sign
here

For the Company

Print name: **A. Soundarajan**
Job Title: **General Manager**
Place: **Pondicherry**
Date: **1st Feb 2021**

Address for Notices: See Contract Details Sheet

For

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY.



Services Annex

The Company shall provide medical facilities at Unilever's Premises. As part of the Services, the Company shall provide three (3) male nurse, one (1) female nurse and always make available an ambulance with drivers. In case of an emergency, the Company shall ensure that the ambulance is available to transport Unilever's employees to the Company's hospital for treatment and for getting medicines to the Premises, as and when required.

The shift timings for the Services shall be as follows:

1. A shift - 6.00 am to 2.00 pm
2. B shift - 2.00 pm to 10.00 pm
3. C shift - 10.00 pm to 6.00 am
4. G shift (Female nurse) - 9.00 am to 5.30 pm



Charges Annex

Unilever shall pay the Company as per the rates set out below:

S.No.	Description	Charges (per month)
1.	Rental for force traveller, AC ambulance, hi-tech lifesaving equipment and salary of two (2) drivers on 24 hours duty	Rs.55,000
2.	Nursing services for 24 hours	Rs. 56,000
3.	Female Nursing services for 8 hours	Rs. 16000
4.	Fuel charges (variable based on usage)	Rs. 10 per km

For HINDUSTAN UNILEVER LTD.

N Hegde

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARIYUR, PUDUCHERRY.

Deputy General Manager
SRI VENKATESHWARAY
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY

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CP



Policies Annex

1. Responsible Sourcing Policy

The Company acknowledges that it has read the Unilever Responsible Sourcing Policy (the "RSP") and understands that it replaces all previous supplier codes. The Company agrees to:

- (a) comply (which includes ensuring compliance by itself, its staff, agents, Affiliates and sub-contractors) with the mandatory requirements set out in the RSP (the "Mandatory Requirements");
- (b) take at its own cost any action reasonably required by Unilever to:
 - (i) verify the above compliance with the Mandatory Requirements; and
 - (ii) rectify any non-compliance with those Mandatory Requirements, within the timeframe stipulated by Unilever.

2. Anti-Bribery Policy

Consistent with its commitments under 1 above, the Company undertakes that:

- (a) to the best of its knowledge (reasonable enquiries having been conducted by the Company), at the date of entering into force of this Agreement, neither it, nor its directors, officers or employees, have directly or indirectly, paid, promised or offered to pay, authorised the payment of, or accepted any undue money or other advantage of any kind in any way connected with the Company's relationship with Unilever under this Agreement or otherwise;
- (b) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Company agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a state-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment will be made to anyone for any reason on behalf of or for the benefit of Unilever which is not properly and accurately recorded in the Company's books and records, including amount, purpose and recipient, all of which will be maintained with supporting documentation;
- (c) it will not and will not authorize its sub-contractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly;
- (d) it has taken and will continue to take reasonable measures to prevent its sub-contractors, agents or any other third parties, under its control, from engaging in any conduct that would contravene (a), (b) or (c) above.

The Company acknowledges the importance of compliance with the Mandatory Requirements set out in the RSP together with the requirements at 2 (a), (b) and (c) above. Further, the Company undertakes to notify Unilever if it learns of or has reason to believe that any breach of any such obligation has occurred.

If the Company, its staff, agents, Affiliates or sub-contractors fail to meet the relevant Mandatory Requirements in the RSP or any of the undertakings set out in 2 (a), (b) and (c) above, then where Unilever considers that such a breach can be remediated, Company must take all further steps as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again.

For HINDUSTAN UNILEVER LTD.

 Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARYUR, PUDUCHERRY.

Deputy General Manager
SRI VENKATESHWARA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ARIYUR, PUDUCHERRY

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Dr. Reddy

Where concerns arising out of the breach are material and the breach cannot be or are not remedied in accordance with the requirements set out above, Unilever reserves the right to terminate this Agreement with immediate effect. In the event that Unilever terminates this Agreement under this provision, without prejudice to any charges owing or any other pre-existing liabilities, neither the Company nor its Affiliates will be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

The RSP including the Mandatory Requirements can be accessed on:
<http://www.unilever.com/responsible-sourcing-policy/>.

3. Site Policies

Whenever Company personnel (including those of Affiliates and permitted sub-contractors) are attending Unilever's or its Affiliates' sites, the Company must ensure those personnel comply with any notified site codes and policies (including those covering health, safety and site security).

4. Disaster Recovery

The Company will at all times have in place suitable incident management systems and/or disaster recovery systems to reasonably ensure the continuation of its performance without interruption. The Company must notify Unilever of any material incident that could reasonably impact its ability to perform (whether or not actually impacting the ability of Company to perform the contractual obligations) as soon as possible and in any event within 24 hours of such event.

5. Marketing to Children Principles

Where applicable, the Company must at all times in the performance and/or delivery of the Services comply with Unilever's Marketing to Children Principles which can be accessed on:
www.unilever.com/responsible-food-beverages-marketing.

6. Security and Safety Principles for Unilever Designed Events

Where the Services include the creation, management and/or running of events created by, or for, Unilever or any of its Affiliates ("Unilever Designed Events"), the Company must at all times in the performance and/or delivery of the Services comply with the Security and Safety Principles for Unilever Designed Events, as set out below (which may also be amended from time to time).

A. Security Principles for Unilever Designed Events

The following principles set out Unilever's minimum requirements to be implemented by the Company and/or any of its appointed contractors responsible for leading the security management of a Unilever Designed Event.

1. The primary event planning consideration, at all times, is for the safety and security of the public and staff.
2. The Company is responsible for carrying out a full risk assessment, and for establishing suitable measures to manage identified risks; these risk assessments must be made available to Unilever's designated contact for information.

For HINDUSTAN UNILEVER LTD.

V. Hegde

Authorized Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARYUR, PUDUCHERRY.

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
* PUDUCHERRY

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3. There should be continuing, prompt and regular reviews of the security risk assessments and measures in light of new threats and developments, throughout the planning and implementation of the Unilever Designed Event.

4. The Company remains responsible for co-operating and co-ordinating safety and security arrangements between owners, managers, security staff and others on site. This is to include the sharing of incident plans, and the collective testing and improvement of plans and response procedures. Full details will be included in the Event Plan as set out in paragraph 5.

5. The Company is responsible for creating an event plan, which will include all of the details in paragraph 4 and must confirm responsibilities for emergency decision-making ("Event Plan"). This Event Plan must be made available to all on the day of the Unilever Designed Event and considered by all before the decision to go ahead with the Unilever Designed Event is taken.

6. The Company, or its designated security contractor, must liaise with the local authorities to confirm:

- a. The local security situation and likely threats to the event.
- b. The mitigation and contingency plans in place for the event.
- c. The proposed response by the authorities to a potential range of security emergencies.
- d. A point of contact for the event.

All of these must be included in the Event Plan.

7. The Company is responsible for ensuring that all Security staff are trained and licensed to national standards, when applicable. They must be equipped with the proper equipment to fulfil their individual tasks.

8. Where CCTV is contracted, the Company must ensure that it is provided and operated by a licensed operator. To be effective, CCTV must be properly monitored, maintained and able to trigger an active response.

9. The Company is responsible for ensuring that all security procedures to deter, detect and respond to incidents must be briefed and practised. These procedures must be appropriate and reasonable for the particular Unilever Designed Event but where appropriate will include:

- a. Procedures for site evacuation, a medical emergency, a suspect package and bomb threat;
- b. Evacuation instructions which must be clearly communicated to staff and routes and exits must be well defined;
- c. Exercises to ensure that all communication procedures and equipment can be used effectively; and
- d. Where possible, exercises and rehearsals should include all partners, emergency services and local authorities.

Full details of these procedures must be included in the Event Plan.

10. The movement, sale or use of drugs at Unilever and Unilever Affiliate events is strictly prohibited. The Company must ensure that security procedures contain detailed procedures to ensure that all reasonable steps are taken to ensure that this prohibition is met.

11. The sale and use of alcohol must be licensed and controlled. The Company must ensure that plans are in place to ensure that intoxicated persons are asked to leave or placed in the care of a responsible adult or medical staff.

For HINDUSTAN UNILEVER LTD.

V. Hegde

Authorized Signatory

Deputy General Manager
SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
ADYAR, PUDUCHERRY

Q7/16/92

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12. The Company must ensure that all staff (including concessionaires, cleaning and contract staff etc.) are aware of the need for security vigilance. All staff must be aware how to report suspicious objects or activity.

13. The Company must ensure that the site or venue is to be searched ahead of the event.

14. The Company must ensure that access to the event must be controlled consistently throughout, with the number of entrances limited to a safe minimum.

15. The Company must ensure that the event regulations include a right to refuse entry unless searched. Also, they will:

- a. Ensure search staff are properly briefed on their search powers and what they are searching for;
- b. A search of the person and their clothing must be conducted by a security officer of the same sex;
- c. Signage as to rules of attending the event are available and brought to the attention of people attending the event; and
- d. Be prepared to manage large groups arriving close to the event start time.

B. Safety Principles for Unilever Designed Events

The following principles set out Unilever's minimum requirements to be implemented by the Company and/or any of its contractors responsible for ensuring the safety of all involved (including attendees) of a Unilever Designed Event.

Scope

This standard, outlines the approach to safety governance when using a Company to design, plan and run a Unilever Designed Event. Its aim is to ensure the Company and/or any of its contractors safeguard Unilever (including Affiliates') employees and/or public who may be exposed to risks during an event.

Key Principles

1. The Company must ensure that it has developed a full Safety Plan¹ designed to ensure the safety of all involved (including attendees) to include how such a plan will be implemented. This Safety Plan will be made available to Unilever's designated contact for information.

2. The Company must ensure that all the safety requirements at the Unilever Designed Event, including the venue/location, comply with all local / regional legal (including regulatory) safety requirements for the intended market.

3. The Company must ensure that the Unilever Designed Event is suitable for all planned attendees and that they will not be put at significant safety or health risk. It must also ensure that all attendees can freely choose not to participate. When considering suitability, the Company must consider safety and health risks across the entire Unilever Designed Event, including transportation to and from the Unilever Designed Event.

4. The Company must carry out a full health and safety risk assessment of the venue including emergency arrangements and activities prior to the event. It will ensure that it includes suitable

¹ Safety plan shall typically include overall health and safety information/requirements for participants, assessing risks, suppliers / sub-contractors employed, venue, transport, equipment, roles and responsibilities, and emergency arrangements

measures to manage identified safety and health risks to an acceptable level, with the primary consideration to ensure that there is no possibility for any life-threatening activity during the event. This risk assessment will be made available to Unilever's contact for information.

5. The Company must ensure that any third party and sub-contractors (if any) it chooses (and is permitted) to use to provide support, services and/or equipment are competent and reputable. The health and safety of all attendees, including the third party contractor, is paramount. The Company must ensure that any third party contractor/ sub-contractors are fully aware of what requirements are expected of it, that it can provide adequate resources to provide those requirements and has appropriate insurance in place. The Company must take references from any third party contractor.

6. Where appropriate, the Company must ask a third party contractor/sub- contractor to provide it with a Method Statement, which details how they will conduct activities, the risks identified and how they will manage them. Such Method Statements should be made available to Unilever's designated contact for information.

7. The Company must ensure that any venue for a Unilever Designed Event is suitable, accessible and has appropriate emergency arrangements. A full review of the venue must be included and details included in the Event Plan.

8. The Company must ensure that all participants for the Unilever Designed Event can get to and from the event safely. The Company must only use reputable transportation companies and is responsible for carrying out all appropriate checks on transport providers and drivers.

9. The Company must ensure that any equipment used should be well-maintained and suitable for the task. The serviceability of all safety equipment should be a contractual requirement and the Company must ensure that such contractual provision is included in contracts with any third parties. Safety critical equipment should be checked by a competent person prior to use.

10. The Company must ensure that appropriate numbers of personnel are available on site to ensure that all employees of the Company and all employees of any third party contractors act appropriately and in accordance with any Event Plan and/or Method Statement. The Company is responsible for ensuring that any unsafe situations that arise are rectified or managed appropriately.

7. Safety, Health and Environment Responsibilities

The Company shall be fully responsible for safety and health of its employees and for any environmental impact due to its operation. The Company shall ensure full compliance to all the relevant statutory norms.

The Company shall ensure that all its personnel, while in the premises of Unilever, comply with the Unilever's rules and regulations regarding safety, health and environment as notified from time to time. The Company shall further ensure that the environmental impact of its activities will be minimized as per the stringent norms that are communicated by the Unit Head of Unilever.

The Company, and all its employees, personnel, agents, representatives and subcontractors, who are on job at Unilever's site are required to follow following rules and regulations:

General

1. The Company is fully responsible for safety & health of its employees and shall be held accountable in case any environmental incident is caused due to its activities.

2. Unilever on its part will provide relevant information about the hazards at site and how to protect against them.

3. The Company shall ensure full compliance to all the relevant statutory requirements and Unilever rules & procedures, including but not limited to those relating to labour license, Employees' State Insurance ("ESI"), PF, muster roll, minimum wages, etc.

4. All contract labour must be above 18 years of age.
5. The Company shall execute the work in a manner causing the least possible interference to the business of Unilever or to the work of any other contractor who may be engaged in the premises.
6. Hiring of any subcontractor by the Company must be approved in writing by the Unilever site authority.
7. Company shall ensure that the supervisors engaged by it are adequately qualified, having at least two years' work experience in the relevant work area. In case of "on site" contract, the supervisors shall have a formal Unilever approval.
8. No work shall be carried out at Unilever sites unless an approved supervisor is present at the site. If agreed by Unilever, the Company itself or one of its employees can act as a supervisor.
9. The Company shall ensure that all the employees employed by it are physically fit to carry out the designated work. In case of "on site" contract a pre-employment medical check as recommended by Unilever is mandatory.
10. In case of work inside a Unilever factory, Company's employees shall be covered under the ESI scheme of the Company, if applicable. Otherwise, the Company shall provide a group insurance in line with Unilever requirement.
11. Company's employees shall report to Unilever's security department for attendance and strictly abide with the Unilever's access control standards, as communicated by Unilever. No worker shall be deployed by the Company unless a formal approval is received from Unilever. Such approval shall be provided after medical check and induction training of the Company's employees.
12. Company and its workmen must remain in their own work area as agreed with Unilever and shall not be allowed to move to the other parts of the premises.
13. The Company shall ensure full compliance to Unilever safety norms and actively cooperate with Unilever in promoting safety e.g. attending safety review meetings, participating in emergency drills, carrying out joint safety rounds, etc.
14. All accidents, safety defects, near miss incidents and environmental incidents must be reported to the Unilever designated person immediately.
15. Company shall be responsible for compensating all property damage caused by it during erection, movement, commissioning, maintaining of equipment inside the Unilever premises.
16. All Unilever units are no smoking zones. It is not allowed to light up stove or open flame inside the factory.
17. Any violation of the safety norms will attract disciplinary action & will be penalized as per Unilever's company policy.

Environment Care

1. The Company shall ensure that its employees remove all waste materials and rubbish from and around their respective work sites and clean up the work site thoroughly before leaving for the day.
2. The Company shall ensure that all the scrap / waste is disposed in the designated area. No material and wash water shall be dumped in the factory drains.

For HINDUSTAN UNILEVER LTD.

V Hegde

Authorised Signatory

Deputy General Manager
SRI VENKATESHWARAA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARIYUR, PUDUCHERRY.

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MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
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Deputy General Manager

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General Work Requirements

1. The job will be allowed only during 9:00 am to 5:30 pm. Extension will be considered only on a case to case basis through proper authorization from Unilever.
2. Company shall work with a valid permit to work ("PTW") with strict adherence authorized by designated area in-charge of Unilever. PTW must be returned to the issuer of the permit on completion of the work or at the end of the work day, whichever is earlier.
3. "Hot work" shall be carried out only in designated areas and after due approval by Unilever through a PTW.
4. Company's must specify the precautions needed for any high-risk job (viz., working at height of six feet and above, vessel entry and hot work in fire prone areas) to its own workmen.
5. Company shall provide Personal Protective Equipment (PPE), approved by Unilever, to its employees and ensure their usage. If the PPE provided are found by Unilever to be sub-standard, they shall be replaced by the Company.
6. In some cases Unilever may also provide necessary PPE, the cost of which will be recovered from the Company.
7. Daily tool-box instructions on safety should be given by the Company to every worker before starting the job.
8. All jobs to have adequate supervision by the Company.
9. The Company and/ or its employees shall start high risk/ high hazard jobs only after risk assessment and approval from safety officer at Unilever site.

Work at Height (above 2 metres)

1. Use of full body double harness safety belt – make - Joseph Leslie & Co. – model UEE 284, with UEE 506 rope. The belt should be in good condition. Lifeline and fall arrester to be used as per Unilever's requirements.
2. Only self-supporting Aluminum ladders to be used – Ladders should be inspected for any defects and any defects shall be reported to Unilever. Securing/anchoring facility should be provided for all ladders.
Scaffolding only in good condition to be used - Scaffolding pipes and clamps should be certified to be in good condition. Bamboo scaffolding not allowed. Only metal scaffolding allowed.
3. Helmets with straps are required to be used.
4. For High risk height jobs, additional precautions like safety net, etc. must be provided.

Electrical

1. Company shall produce welding machines and power tools to Unilever's maintenance services department for inspection and certification before use, followed by a renewal as advised by the maintenance department.
2. Only Direct Current (DC) welding machines are allowed to be used at site.
3. Only 110 V hand- tools (like grinder, cutter, drill machine, etc.) are allowed. 220 V hand tools are not allowed. 220/110 V centre tap transformer will be provided by Unilever for the same.
4. Double earthing should be provided for all electrical equipment.

For HINDUSTAN UNILEVER LTD.

[Signature]

Authorised Signatory

Deputy General Manager
SRI VENKATESHWA
MEDICAL COLLEGE HOSPITAL & RESEARCH
ANNYUR, PUDUCHERI

Deputy General Manager
SRI VENKATESHWAR
MEDICAL COLLEGE HOSPITAL & RESEARCH
VARIYUR, PUDUCHERRY

Signature
Date

5. Earth Leakage Circuit Bearers (ELCBs) and Residual Current Circuit Breakers (RCCBs) to be used for all electrical tools and equipment.
6. All electrical jobs to be done by only electricians with valid license. Un-skilled jobs excluded.
7. Rotary/moving parts of all equipment to have safety guards.
8. All construction power cable to be laid above ground and not on the ground.
9. For high skill jobs, e.g. welder, the worker should have valid certificate.

Tools & Tackles

1. The Company shall produce valid test certificates of all lifting tackles from government approved certifying authority. Only those tools & tackles which are approved by Unilever shall be used by the Company.
2. Fire extinguishers to be used near gas cylinders, Diesel Generator sets, etc.
3. The Company must follow Unilever's safety rules while storing or using gas cylinders.
4. Gas cylinders to be upright and fastened. Colour coded cylinders to be used. Un-used cylinders nozzles should be covered using caps. All safety precautions to be taken while using pressurized cylinders at site.

Safety Induction

1. The Company shall ensure full participation of its employees in safety training / induction programs conducted by Unilever. Company shall educate its employees on safety and health issues, emergency procedure and escape routes.
2. All the Company's workmen will have to undergo Unilever safety induction and medical checkup before they can commence the job.
3. All the supervisors will have to, in addition to the above, undergo an interview selection process.
4. Re-induction & training required if there is a gap of 3 months on the job for any worker.

Please communicate to Unilever, if the Company has the following:

1. A safety adviser or equivalent competent person, if any
2. Information on accidents and near-misses
3. Relevant legal/statutory records
4. Any records of skill training of the persons who will execute the job
5. Any records of safety awareness training of the persons who will execute the job
6. Any report of the previous project executed, with specific focus on safety.
7. Insurance cover for employees
8. If the Company safety advisor (or nominated person) can visit the site to evaluate the safety risks, discuss the work and meet the execution team.

For HINDUSTAN UNILEVER LTD.

[Signature]

Authorised Signatory

Disputy General Manager
SRI VENKATESHWARA
 MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE
 ARTYUR, PUDUCHERRY.

TOTAL (23) page + b

MAHARAJA PUDUCHERRY
CENTRAL HOSPITAL & RESEARCH CENTER
SRI VENKATESHWARA
Deputy General Manager

10/1

10/1



CAPLIN POINT®
Laboratories

Caplin Point Laboratories Limited

Unit I : No. 85/3, Suthukeny Village, Mannadipet Commune,
Puducherry - 605502. Ph.: 95242 32888 / 95242 32006

E-mail : info@caplinpoint.net / Website : www.caplinpoint.net

CIN : L24231TN1990PLC019053

MEMORANDUM OF UNDERSTANDING

BETWEEN

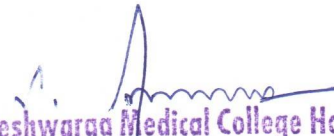
SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE (SRI RAMCHANDRA EDUCATIONAL TRUST) a public Charitable trust having its office at No.13 A, Pondy – Villupuram Main Road, Ariyur, Puducherry – 605 102 hereinafter referred to as “SVMCH&RC” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of “SVMCH&RC”

AND

CAPLIN POINT LABORATORIES LTD., having its Corporate Office: “Narbavi”, No.3, Lakshmanan Street, T.Nagar, Chennai and it's factory at R.S.No. 85/3, Suthukeny Village, Manadipet Commune, Puducherry – 605 502 hereinafter referred to as “CAPLIN POINT”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of “CAPLIN POINT”.

Whereas, CAPLIN POINT has approached SVMCH&RC, for the purpose of providing medical services to the employees of CAPLIN POINT, working in their Unit at R.S.No. 85/3, Suthukeny Village, Manadipet Commune, Puducherry – 605 502.

SVMCH&RC agreed to provide medical services - Pre-employment & Post employment Medical Services to the employees of CAPLIN POINT visiting SVMCH&RC.


**Sri Venkateshwarar Medical College Hospital
& Research Centre**

13- A, Pondy - Villupuram Main Road,
Ariyur, Puducherry - 605 102.

For Caplin Point Laboratories Ltd.


Authorised Signatory

Regd. Off. : “NARBAVI” No. 3, Lakshmanan Street, T.Nagar, Chennai - 600017. Tamil Nadu, India. Phone : +91 44 28156653, 28156901, 28156905,

Unit II : No. 19, Chinnapuliyur Village, Sirupuzhalpettai (Post), Gummidipoondi Taluk, Thiruvallur District - 601 201. Ph.: 9445391317

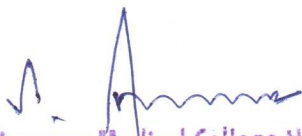
Unit IV : Survey No.: 895 & 897, Guruvarajakandigai, Sirupuzhalpettai (Post), Gummidipoondi Taluk, Thiruvallur District - 601 201. Ph.: 9788459333 / 69333

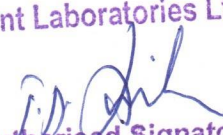


Both the parties do hereby agree as follows:

This MoU is valid from 01.06.2019 to 31.05.2021

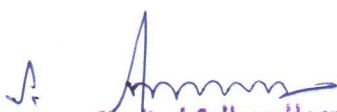
1. SVMCH&RC agrees to provide all diagnostic services, surgeries and other procedures both as OP, IP and during emergencies to the employees of CAPLIN POINT situated in Suthukeny, Puducherry, of this MoU (revised usually on the first day of every June)
2. SVMCH&RC can organise and conduct Health camps, Health check ups, and Health education programmes for the employees of CAPLIN POINT situated in Suthukeny, Puducherry with the consent of the management of CAPLIN POINT.
3. SVMCH&RC will maintain a Health Register of the employees of CAPLIN POINT, Suthukeny. Utmost confidentiality of the records will be ensured and will be submitted to the Manager – HR, CAPLIN POINT biannually for any remedial action to be taken by CAPLIN POINT, if necessary.
4. SVMCH&RC will charge Rs.700/- per employee for both Pre-employment and Post-employment for general medical test.
5. SVMCH&RC will charge nominal fair for any minor or major accident of CAPLIN POINT employees as case to case as per the requirement.
6. SVMCH&RC can sub-contract certain medical services pertaining to the health of the employees to other agencies if found necessary, with the consent of CAPLIN POINT.
7. SVMCH&RC at its discretion can transfer patients to other hospitals for higher management or medical investigations if such a need arises.

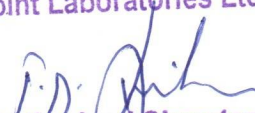

**Sri Venkateshwaran Medical College Hospital
& Research Centre**
13- A, Pondy - Villupuram Main Road,
Ariyur, Puducherry - 605 102.

For Caplin Point Laboratories Ltd.

Authorised Signatory



8. SVMCH&RC and CAPLIN POINT personnel will be abiding by the rules and regulations mutually agreed upon. Any breach of the same shall be brought to the notice of SVMCH&RC or CAPLIN POINT management, as the case may be and there shall be no direct conflict with the concerned employee.
9. In case of emergencies, the concerned CAPLIN POINT employee will have to produce the authorisation letter within 24 hours to SVMCH&RC.
10. Ambulance will be provided by SVMCH&RC to pick up patients during emergencies from CAPLIN POINT at Suthukeny to SVMCH&RC, Ariyur at a nominal rate.
11. SVMCH&RC will submit the bills towards the medical services to CAPLIN POINT by the first week of the following month. Payment will have to be made by CAPLIN POINT by way of Cheque/ Demand Draft within 15 days of receipt of the bills.
12. This MoU shall come into force from the date hereof. Either party may terminate this MoU upon 30 days notice in writing to the other party, provided in the event of material breach by either party of the terms hereof, the other party may terminate this MoU with immediate effect.
13. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other.
14. The parties agree that the terms and conditions of this MoU are confidential and shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless such disclosure is required in the court of law.


Sri Venkateshwarra Medical College Hospital
& Research Centre
13- A, Pondy - Villupuram Main Road,
Ariyur, Puducherry - 605 102.

For Caplin Point Laboratories Ltd.

Authorised Signatory



CAPLIN POINT®
Laboratories

Caplin Point Laboratories Limited

Unit I : No. 85/3, Suthukeny Village, Mannadipet Commune,
Puducherry - 605502. Ph.: 95242 32888 / 95242 32006
E-mail : info@caplinpoint.net / Website : www.caplinpoint.net
CIN : L24231TN1990PLC019053

Each party represents that:

- It has the power and authority to enter this MoU and perform its obligations hereunder.
- Both the parties execute this MoU so long as it is not inconsistent with the laws and other constituent documents of both the parties.
- The individual(s) signing this MoU on its behalf, whose name appears below, has the authority to execute and deliver this MoU.

In witness whereof, the parties have caused this MoU to be executed by their respective duly authorised representatives.

for SVMCH&RC.,

Authorized Signatory

for Caplin Point Laboratories Ltd
For Caplin Point Laboratories Ltd

Authorized Signatory

Sri Venkateshwara Medical College Hospital
& Research Centre
13- A, Pondy - Villupuram Main Road,
Ariyur, Puducherry - 605 102.

Regd. Off. : "NARBAVI" No. 3, Lakshmanan Street, T.Nagar, Chennai - 600017. Tamil Nadu, India. Phone : +91 44 28156653, 28156901, 28156905,

Unit II : No. 19, Chinnapuliur Village, Sirupuzhalpettai (Post), Gummidipoondi Taluk, Thiruvallur District - 601 201. Ph.: 9445391317

Unit IV : Survey No.: 895 & 897, Guruvarajakandigai, Sirupuzhalpettai (Post), Gummidipoondi Taluk, Thiruvallur District - 601 201. Ph.: 9788459333 / 69333

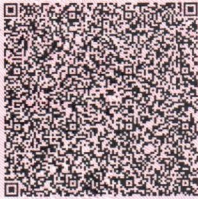


सत्यमेव जयते

INDIA NON JUDICIAL Government of Puducherry

e-Stamp

Certificate No. : IN-PY50005889321194T
Certificate Issued Date : 06-Sep-2021 10:34 AM
Account Reference : IMPACC (SH)/ pyshimp17/ VILLIANUR/ PY-PU
Unique Doc. Reference : SUBIN-PYPYSHIMP1782703938906572T
Purchased by : ALLIANZ BIOSCIENCES PVT LTD
Description of Document : Article 5 Agreement or Memorandum of Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : ALLIANZ BIOSCIENCES PVT LTD
Second Party : SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITALS
Stamp Duty Paid By : ALLIANZ BIOSCIENCES PVT LTD
Stamp Duty Amount(Rs.) : 20
(Twenty only)



-----Please write or type below this line-----

MEMORANDUM OF UNDERSTANDING BETWEEN

SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE(SRI RAMACHANDRA EDUCATIONAL TRUST) a public Charitable trust having its office at No. 13A, Pondy-Villupuram Main Road, Ariyur, Puducherry-605 102 hereinafter referred to as "SVMCH & RC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "SVMCH & RC"

AND

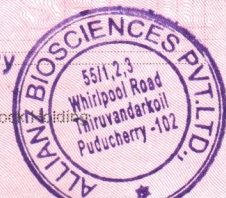
ALLIANZ BIOSCIENCES PRIVATE LIMITED having its corporate office: Door No. 37, 4th Floor, Old No. 16, Kavignar Bharathidasan Road, Teynampet, Chennai-18 and its factory at R.S.No .55/1,2,3, Whirlpool Road, Thiruvandarkoil, Mannadipet Commune, Puducherry-605102, hereinafter referred to as ABPL which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of ABPL.

For ALLIANZ BIOSCIENCES PVT.LTD.,

QT 0003243782

SRI VENKATESHWARAA
MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE

Authorised Signatory



1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of State Emblem of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas, ABPL has approached SVMCH & RC, for the purpose of providing medical service to the employees of ABPL working in their Unit at R.S.No .55/1,2,3, Whirlpool Road, Thiruvandarkoil, Mannadipet Commune, Puducherry-605102.

SVMCH & RC agree to provide medical service - Pre-employment & post employment Medical Services to the employees of ABPL, visiting SVMCH & RC.

Both the parties do hereby agree as follows:

This MoU is valid from 01.01.2021 to 31.12.2021.

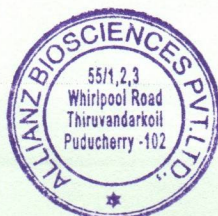
1. SVMCH & RC agrees to provide all diagnostic services, surgeries and other procedures both as OP, IP and during emergencies to the employees of ABPL situated in Thiruvandarkoil, Puducherry, of this MoU (revised usually on the first day of every Jan).
2. SVMCH & RC can organize and conduct Health Camps, Health checkups, and Health education programmes for the employees of ABPL situated in Thiruvandarkoil, Puducherry with the consent of the management of ABPL.
3. Lab Charges for Health Check will be as per the annexure.
4. SVMCH & RC will charge nominal fair for any minor or major accident of ABPL employees as case to case as per the requirement.
5. SVMCH & RC can sub-contract certain medical service pertaining to the health of the employees to other agencies if found necessary, with the consent of ABPL.
6. SVMCH & RC at its discretion can transfer patients to other hospitals for higher management or medical investigations if such a need arises.
7. SVMCH & RC and ABPL personnel will be abiding by the rules and regulations mutually agreed upon. Any breach of the same shall be brought to the notice of SVMCH & RC or ABPL management, as the case may be and there shall be no direct conflict with the concerned employee.
8. In case of emergencies, the concerned ABPL employee will have to produce the authorization letter within 24 hours to SVMCH & RC.
9. Ambulance will be provided by SVMCH & RC to pick up patients during emergencies from ABPL at Thiruvandarkoil to SVMCH & RC, Ariyur at a nominal rate.
10. SVMCH & RC will submit the bills towards the medical services to ABPL by the first week of the following month. Payment will have to ABPL be made by ABPL by way of Cheque/Demand Draft within 15 days of receipt.
11. This MoU shall come into force from the date hereof. Either party may terminate this MoU upon 30 days notice in writing to the other party, Provided in the event of material breach by either party of the terms hereof, the other party may terminate this MoU with immediate effect.
12. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other.
13. The parties agree that the terms and conditions of this MoU are confidential and shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless such disclosure is required in the court of law.

Each party represents that:

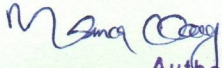
- a. It has the power and authority to enter this MoU and perform its obligations hereunder.
- b. Both the parties execute this MoU so long as it is not inconsistent with the laws and other constituent documents of both the parties.
- c. The individual(s) signing this MoU on its behalf, whose name appears below, has the authority to execute and deliver this MoU.

In witness whereof, the parties have caused this MoU to be executed by their respective duly authorized representative.


Deputy General Manager
SRI VENKATESHWARAA
SRI VENKATESHWARA
ARIYUR, PUDUCHERRY



For ALLIANZ BIOSCIENCES PVT.LTD.,


Authorized Signatory



सत्यमेव जयते

INDIA NON JUDICIAL Government of Puducherry

e-Stamp

Certificate No. : IN-PY43847818073578S
Certificate Issued Date : 31-Dec-2020 03:43 PM
Account Reference : IMPACC (SH)/ pyshimp17/ SARAM/ PY-PU
Unique Doc. Reference : SUBIN-PYPYSHIMP1772541752089495S
Purchased by : VELL BISCUITS PVT LTD
Description of Document : Article 5 Agreement or Memorandum of Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : VELL BISCUITS PVT LTD
Second Party : SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITALS
Stamp Duty Paid By : VELL BISCUITS PVT LTD
Stamp Duty Amount(Rs.) : 20
(Twenty only)



-----Please write or type below this line-----

MEMORANDUM OF UNDERSTANDING

BETWEEN

SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE (SRI RAMACHANDRA EDUCATIONAL TRUST) a public Charitable trust having its office at No 13A, Pondy - Villupuram Main Road, Ariyur,Puducherry-605 102 hereinafter referred to as "SVMCH & RC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "SVMCH & RC".

AND

VELL BISCUITS (P)LTD,its factory at R.S.NO,4/5,4/1A2,Sanyasikuppam Road,Thirubuvanai,Puducherry-605 107 hereinafter referred to as "VBPL" which expression shall unless it repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "VBPL".

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE

Statutory Alert:

1. The authenticity of this e-stamp certificate shall be verified at www.shclstamp.com or using e-Stamp Mobile App of Government of Puducherry.
2. Any discrepancy in the details available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the e-stamp certificate.
4. In case of any discrepancy please inform the Competent Authority.

Authorized Signatory

RS 0003220546

For VELL BISCUITS (P) LTD.

Authorized Signatory

Whereas "VBPL" has approached "SVMCH & RC", for the purpose of providing medical service to employees of VBPL working in their Unit at R.S.NO,4/5,4/1A2,Sanyasikuppam Road, Thirubuvanai, Puducherry-605 107.

SVMCH & RC agrees to provide medical service –Per –employment & Post employment Medical Service to the employees of VBPL., visiting SVMCH & RC.

Both the parties do hereby agree as follows:

This MOU is valid from 01-01-2021 to 31-12-2021

1. SVMCH & RC can agree to provide all diagnostic services , surgeries and other procedures both as OP ,IP and during emergencies to the employees of VBPL situated in Thirubuvanai, Puducherry, of this MOU (revised usually on the first day of every Jan)
2. SVMCH & RC can organize and conduct Health Campus, Health Checkups, and Health education programmes for the employees of VBPL situated in Thirubuvanai, Puducherry, with the consent of the management of VBPL.
3. Lab Charges for Health Check will be as per the annexure.
4. SVMCH & RC will charge nominal fair for any minor or major accident of VBPL employees as case to case as per the requirement .
5. SVMCH & RC can sub-contract certain medical service pertaining to the health of the employees to other agencies if found necessary, with the consent of VBPL.
6. SVMCH & RC at its discretion can transfer patients to other hospitals for higher management or medical investigations if such a need arises.
7. SVMCH & RC and VBPL personnel will be abiding by the rules and regulations mutually agreed upon. Any breach of the same shall be brought to the notice of SVMCH & RC or VBPL management as the case may be and there shall be no direct conflict with the concerned employee.
8. In case of emergencies, the concerned VBPL employee will have to produce the authorization letter within 24 hours to SVMCH & RC.
9. Ambulance will be provided by SVMCH & RC to pick up patients during emergencies from VBPL at Thirubuvanai to SVMCH & RC, Ariyur at a nominal rate.
10. SVMCH & RC will submit the bills towards the medical services to VBPL by the first week of the following month .Payment will have to VBPL be made by VBPL by way of Cheque / Demand Draft within 15 days of receipt.
11. This MOU shall come into force from the date hereof. Either party may terminate this MOU upon 30 days notice in writing to the other party. Provided in the event of material breach by either party of the terms hereof the other party may terminate this MOU with immediate effect.
12. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other.
13. The parties agree that the terms and conditions of this MOU are confidential and shall not be disclosed to any third party without prior written consent from the non- disclosing party unless such disclosure is required in the court of law.

Each party represents that:

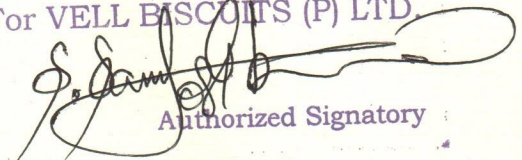
- a. It has the power and authority to enter MOU and perform its obligations hereunder.
- b. Both the parties execute this MOU so long it is not inconsistent with the laws and other constituent documents of both the parties.
- c. The individual (s) signing this MOU on its behalf, whose name appears below has authority to execute and deliver this MOU.

In witness whereof, the parties have caused this MOU to be execute by their respective duly authorized representative.

SRI VENKATESHWARAA MEDICAL COLLEGE
HOSPITAL & RESEARCH CENTRE


Authorized Signatory

For VELL DISCOUNTS (P) LTD.


Authorized Signatory

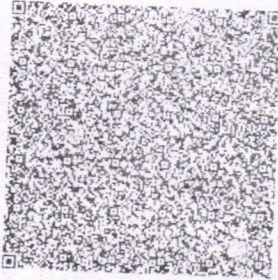


सत्यमेव जयते

INDIA NON JUDICIAL Government of Puducherry

e-Stamp

Certificate No.	: IN-PY29922208995493R
Certificate Issued Date	: 04-Feb-2019 03:24 PM
Account Reference	: IMPACC (SH)/ pyshimp17/ VILLIANUR/ PY-PU
Unique Doc. Reference	: SUBIN-PYPYSHIMP1748904300908853R
Purchased by	: ALLIANZ BIOSCIENCES PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ALLIANZ BIOSCIENCES PVT LTD
Second Party	: SRI VENKATESHWARAA MEDICAL COLLEGE HOSPITALS
Stamp Duty Paid By	: ALLIANZ BIOSCIENCES PVT LTD
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



.....Please write or type below this line.....
MEMORANDUM OF UNDERSTANDING

BETWEEN

SRI VENKATESWARA MEDICAL COLLEGE HOSPITAL & RESEARCH CENTRE(SRI RAMACHANDRA EDUCATIONAL TRUST) a public Charitable trust having its office at No. 13A, Pondy-Villupuram Main Road, Ariyur, Puducherry-605 102 hereinafter referred to as "SVMCH & RC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "SVMCH & RC"

AND

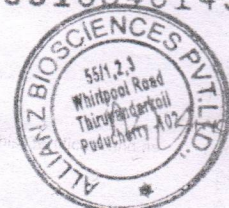
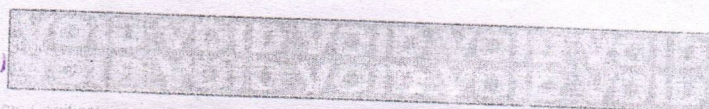
ALLIANZ BIOSCIENCES PVT LTD having its corporate office: 1-A, Owner's Court, 22 Montieth Lane, Egmore, Chennai and its factory at R.S.No .55/1,2,3, Whirlpool Road, Thiruvandarkoil, Mannadipet Commune, Puducherry-605102, hereinafter referred to as ABPL which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of ABPL.

0010648145

Administrative Officer (H)

S. V. M. C. H.

ARIYUR



Signature

Whereas, ABPL has approached SVMCH & RC, for the purpose of providing medical service to the employees of ABPL working in their Unit at R.S.No .55/1,2,3, Whirlpool Road,Thiruvandarkoil,Mannadipet Commune,Puducherry-605102.

SVMCH & RC agrees to provide medical service - Pre-employment & post employment Medical Services to the employees of ABPL, visiting SVMCH & RC.

Both the parties do hereby agree as follows:

This MoU is valid from 01.01.2019 to 31.12.2020

1. SVMCH & RC agrees to provide all diagnostic services, surgeries and other procedures both as OP, IP and during emergencies to the employees of ABPL situated in Thiruvandarkoil, Puducherry, of this MoU (revised usually on the first day of every Jan).
2. SVMCH & RC can organize and conduct Health Campus, Health checkups, and Health education programmes for the employees of ABPL situated in Thiruvandarkoil, Puducherry with the consent of the management of ABPL.
3. Lab Charges for Health Check will be as per the annexure.
4. SVMCH & RC will charge nominal fair for any minor or major accident of ABPL employees as case to case as per the requirement.
5. SVMCH & RC can sub-contract certain medical service pertaining to the health of the employees to other agencies if found necessary, with the consent of ABPL.
6. SVMCH & RC at its discretion can transfer patients to other hospitals for higher management or medical investigations if such a need arises.
7. SVMCH & RC and ABPL personnel will be abiding by the rules and regulations mutually agreed upon. Any breach of the same shall be brought to the notice of SVMCH & RC or ABPL management, as the case may be and there shall be no direct conflict with the concerned employee.
8. In case of emergencies, the concerned ABPL employee will have to produce the authorization letter within 24 hours to SVMCH & RC.
9. Ambulance will be provided by SVMCH & RC to pick up patients during emergencies from ABPL at Thiruvandarkoil to SVMCH & RC, Ariyur at a nominal rate.
10. SVMCH & RC will submit the bills towards the medical services to ABPL by the first week of the following month. Payment will have to ABPL be made by ABPL by way of Cheque/Demand Draft within 15 days of receipt.
11. This MoU shall come into force from the date hereof. Either party may terminate this MoU upon 30 days notice in writing to the other party, Provided in the event of material breach by either party of the terms hereof, the other party may terminate this MoU with immediate effect.
12. Neither party shall transfer its rights or obligations in any manner what so ever without the prior consent of the other.
13. The parties agree that the terms and conditions of this MoU are confidential and shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless such disclosure is required in the court of law.

Each party represents that:

- a. It has the power and authority to enter this MoU and perform its obligations hereunder.
- b. Both the parties execute this MoU so long as it is not inconsistent with the laws and other constituent documents of both the parties.
- c. The individual(s) signing this MoU on its behalf, whose name appears below, has the authority to execute and deliver this MoU.

In witness whereof, the parties have caused this MoU to be executed by their respective duly authorized representative.

Administrative Officer (H)
S. V. M. C. H
ARIYUR.



For ALLIANZ BIOSCIENCES PVT.LTD.,

M. Suresh Chandra
Authorised Signatory.