



தமிழ்நாடு தமில்நாடு TAMILNADU TVS Sundram DM 742096

Tamilnadu No.....
 P. de Date: 3.9.2024, Fasteners Limited
 P. RAMANY, STAMP VENDR
 NELLIKUPPAM
 8572/B1/88

Service Agreement

THIS AGREEMENT made on this 1st day of September 2024

By and between M/s. Sundram Fasteners Limited having its manufacturing unit at Mittamandagapattu Village & Post, Nettapakkam Via, Villupuram TK, Tamilnadu – 605 106 and Registered Office at 98A, 7th Floor, Dr.Radhakrishnan Salai, Mylapore, Chennai, Tamilnadu- 600 004 (hereinafter referred to as Company) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, administrators, and permitted assigns) of the First Part.

Ms.

[Signature]

[Signature]

And

M/s. Sri Venkateshwaraa Medical College and Research Centre, having its primary business centre at Pondy- Villupuram Main Road, Ariyur, Puducherry – 605 102 through its Deputy General Manager representing the service Bearing **PAN No.AAATR3607E**("Service Provider") carrying on the business of providing Medical Service as a Non-exclusive service provider. Service provider (hereinafter referred to as the ("**Service Provider**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, administrators, and permitted assigns) of the Second Part. The Company and the Service provider may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Service Provider has offered to provide the services as per the requirements of the Company and after discussions both the parties have agreed to the terms and conditions as stated below:

NOW THEREFORE the Parties agree as follows:

1. This Agreement constitutes an order for Services. The Parties have clearly understood and agreed upon Annexures A, B, C & D forming part of this Agreement and containing details of Scope of Work, Service Charges, General Terms & Conditions, Code of Conduct and Purchase Order of the Company respectively and thereafter signed this Agreement. This Agreement is executed by the respective Parties' duly authorized representatives.

2. **TERM**

This Agreement is effective from 1st September 2024 for a term of one year and shall end on 31st August 2025, subject to extension by written agreement of the parties if the Company Still needs Services from the Service Provider ("Term"), unless terminated by either party as provided herein. Changes required to the terms of this agreement shall also be signed of appropriately.

3. **TERMINATION**

- a. Either Party may terminate this Agreement in writing at any time by giving one month notice.
- b. Either Party may terminate this Agreement with immediate effect, without prejudice of any other right,

In case:

- Of a substantial breach of the obligations arising out of this Agreement.
- Of repeated breach of any contractual obligations notwithstanding a request by the other Party to fulfil the contractual obligations.
- Of occurrence of an event of Force Majeure as stated in General Terms & Conditions stated in Annexure C.

4. INVOICES, PAYMENT

The Company will pay the Service provider as per the terms of payment stipulated in Annexure B. Payment will be made as per the payment cycle of the Company subject to withholding taxes (TDS) as applicable.

5. REPORTING

The Service provider will receive instructions from and be accountable to the Company's contact person(s) specified or any other person appointed by Company to that effect. Now that we have 8 of them engaged from the same hospital, we need a supervisor / incharge from among them or from the hospital. Our communication and interaction cannot be with all the 8 of them.

6. PERFORMANCE REVIEW

The Company will conduct reviews of the Service Provider's performance periodically on the defined scope of work and its way of delivery. The Outcome of such reviews shall be provided to the Service provider for taking necessary

Corrective actions promptly. The Service provider will be required to make changes and Improve the quality of Service as may be required by the Company from time to time.

7. OTHERS

The Service provider will not use the Company's name for any other purpose

8. GENERAL TERMS AND CONDITIONS

General Terms and Conditions as listed in 'Annexure C' have been explained in person clause by clause by the Company and the same have been clearly understood by the Service provider.

9. CODE OF CONDUCT

'SFL - Code of Conduct' as listed in Annexure D have been explained in person clause by clause by the Company and the same have been clearly understood by the Service provider,

As requested by Service provider Annexure C & D have been emailed to him for his reference and record.

10. NOTICES

All notices and other communications shall be in writing and shall be sent by courier or email, to the respective parties as stated below:




- if to Service Provider:
Shri Venkateswaraa Medical College Hospital and Research Centre
13A, Pondy - Villupuram Main Road, Ariyur,
Puducherry – 605 102

And

if to The Company:

M/s.Sundram Fasteners Limited, (the Company),
Mittamandagapattu Village & Post
Nettapakkam Via
Villupuram TK
Tamilnadu – 605 106

Executed for and on behalf of:

Shri Venkateswaraa Medical College Hospital and Research Centre	Sundram Fasteners Limited
	
Name: N. R. PUKAZENTI, B. Com., Deputy General Manager Sri Venkateswaraa Medical College Hospital and Research Centre Date: Ariyur, Puducherry	Name: R.Srinivasagan Designation: SGM - HR Date:
	Name: Sriram J  Designation: AGM - Manufacturing Date: 18/9/24

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Annexure A



Scope of Work


1. The Service Provider hereby represents and declares that:

1. Service Provider is required to provide all the necessary Services with regard to execution of Occupational Health Centre at the site as per the Rules & Regulations stipulated by the Company from time to time.
2. To provide First Aid treatment, pre-employment medical Examination, annual medical examination, emergency and routine medical services to the employees of SFL.
3. Hospital has to maintain a Health Register of the employees of SFL and maintain utmost confidentiality.
4. Registers. Such as employee records, any medical procedures done for SFL employees and other category employees. Register of SFL patients referred, to any other hospital for higher management or investigation, Medicine Dispensing Register should be maintained.
5. Confidentiality of the records will be ensured by Hospital and will be Submitted to the Authorized personnel on a monthly basis and as & when Required remedial action to be taken by SFL, if necessary.
6. Hospital on the basis of need and requirement of the patient, may take certain medical services from other hospitals/laboratories/specialists if found Necessary, with the approval of SFL.
7. With regard to Bio Hazard Solid waste it has to be properly closed and kept at your work place and the disposal will be the scope of the Management to dispose as per the PPCC directions.
8. Service provider has to ensure the availability of Doctor and Paramedical staff in their respective shifts assigned to them (First Shift: 6 Am to 2 PM, Second Shift – 2.00 Pm to 10 Pm & Third shift – 10 Pm to 6 Am) and Factory Medical Officer will be reporting in General Shift.
9. Service Provider should also ensure the proper dress code to be followed by their personnel deployed at the site as prescribed by the Company.
10. Canteen facility shall be availed by the personnel deployed by the service provider at our site (SFL) for which an amount of Rs.10/- will be deducted per day per person
11. Service provider is also responsible for maintaining Statutory registers as prescribed by the Inspector of Factories and to coordinate with HR department (SFL) during inspections and audits.



Executed for and on behalf of:

Shri Venkateswaraa Medical College Hospital and Research Centre	Sundram Fasteners Limited
 <hr/> N.R. PUKAZENTI, B. Com., Name: Deputy General Manager Sri Venkateswaraa Medical College Hospital and Research Centre Date: Ariyur, Puducherry	 <hr/> Name: R.Srinivasagan Designation: SGM - HR Date: _____

	Name: Sriram J  Designation: AGM - Manufacturing Date: 18/9/24
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Annexure B
Service Charge

1. 'SERVICE CHARGES'

a) Service Provider's service charge, expenses, etc., for the Medical Services shall be paid as under:

Sl.No	Description	Charges (per Month) (in INR)
1	One Medical Officer - (6 days a week) (Working hours: 9 AM to 5 PM)	95000
2	One Paramedical staff each (Male Nurse) in II & III Shifts(6 days a week)	18000
3	One Paramedical staff (Female Nurse) in I shifts only (6 days a week)	18000

b) Service Provider, in addition to service charge, may be reimbursed reasonable expenses incurred in rendering the services, If any provided that:

- The company prior written approval has been given.
- Expenses are properly evidenced (receipts attached to the related invoice)
- Expenses are listed separately on every invoice.

2. Availability of Doctor & Paramedical staff

It is the responsibility of the service provider to ensure the availability of Doctor & Paramedical staff in all the scheduled days / shifts. In the event of any absence on the part of Doctor or Paramedical staff the service provider has to provide an alternate competent resource to handle the role. In the event of failure to provide alternate resource on more than one occasion during the absence of Doctor or Paramedical staff in a month, shall lead to proportionate deduction in the monthly charges.

3. INVOICES, PAYMENT

In full consideration of the Services provided, SFL will pay the amount of the invoices raised by the Service Provider within SEVEN days of receipt of the Bill together with all required information, confirmation, and documentation.

The due date of payment shall be SEVEN days from the month date of invoice as per payment cycle of SFL provided that:




Invoices expressly refer to the number of "Service Order/Agreement" issued by SFL

The address mentioned on the invoice is that indicated as "invoice address" on the related service Agreement.

4. DEFICIENCY OF SERVICE

The Service Provider shall strictly adhere to all the terms of this Agreement and instructions issued by the Company from time to time. Non-compliance of the terms of this Agreement or instructions issued by the Company or any irregularity, unpunctuality and substandard service quality as identified by the Company through its representatives from time to time shall be treated as "Deficiency in Service".

Executed for and on behalf of:

Shri Venkateshwaraa Medical College Hospital and Research Centre	Sundram Fasteners Limited
 Name: N.R. PUKAZENTI, B. Com., Date: Deputy General Manager Sri Venkateshwaraa Medical College Hospital and Research Centre Ariyur, Puducherry	 Name: R.Srinivasagan Designation: SGM - HR Date: _____
	Name: Sriram J  Designation: AGM - Manufacturing Date: 18/9/24

Annexure C

General Terms and Conditions

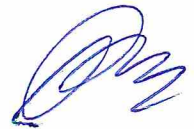
1. DEFINITIONS

For the purposes of this Agreement, the following terms and expressions and variations thereof shall, unless another meaning is clearly required in the context, have the meanings herein specified:

Agreement shall mean this Service Agreement and any Assignment Schedules and appendices hereto.

2. RESOURCES

- a. The Supplier or Service Provider will allocate sufficient time, attention and resources to perform the Services and will use only carefully selected and well-trained personnel.
- b. The Services will be exclusively performed by professionals and with an optimum standard of care and diligence corresponding to what may be expected from professionals operating in the same or a similar branch of activity. The Service Provider will designate or replace the employees to perform the Services subject to The Company's approval. If the performance of total or part of the employees is inadequate, The Company is entitled to request, at its sole discretion and at no extra costs, that the employee or employees concerned are to be replaced. Should such replacement not be possible or satisfactory, The Company reserves the right, at its sole discretion, to terminate this Agreement with immediate effect after written notice is served. Unless otherwise provided herein:
 - (a) The Supplier or Service Provider shall be solely responsible for determining how the Services are to be performed
 - (b) The Supplier or Service Provider shall be solely responsible for providing its own facilities, equipment, tools and supplies for the performance of the Services. The Service Provider shall not be obligated to use the facilities, equipment, tools or supplies of The Company, although, at its discretion, and without obligation, The Company may permit the Service Provider to use its facilities, equipment, I think we need to be specific, like medicines, its nature and SOP



- for operating the OHC . In that event, the Service Provider agrees to be liable for any damage or injury to or loss of any of The Company's facilities, equipment, tools, and supplies that the
- (c) Service Provider uses, if such damage, injury, or loss was caused by the Service Provider's misuse or neglect. The Company shall in no event be responsible for any loss, injury, or
 - (d) damage to the Service Provider's facilities, equipment, tools and supplies unless caused by The Company's willful misuse
- c. The Supplier or Service Provider shall set or schedule its own hours of service and activities and determine the order and sequence of work to be performed in Consultation with the Company.
 - d. Before commencement of any Services, the Supplier or Service Provider undertakes to ensure that all persons employed in providing the Services are legally and physically fit to work and are in possession of a valid work permit for the country in which the Services will be performed and that all local rules and regulations governing labour and employment for both staff, employees, contract labour and the 'self-employed' are observed.
 - e. The Supplier or Service Provider remains entirely and exclusively responsible for the Payment of any tax, duty, contribution, insurance premium, regulatory payments, perquisites, allowances, additional facilities, statutory payments to its employees or any other amount related to its own undertakings and labour. In particular, The Company shall not be responsible to pay any statutory or social contribution in favour of the Service Provider or its personnel, the Service Provider being exclusively responsible for the payment of these statutory social contributions. The Service Provider further understands and agrees that the Service Provider or its employees shall not be entitled to any employee benefits from The Company and shall not be covered by any The Company or government mandated employee benefit plan as a result of the Service Provider's engagement with The Company. The Service Provider agrees that it will not be entitled to participate in any of The Company's employee benefit or benefit plans for Services provided to The Company during the Term, even if it is later determined that the Service Provider is in fact an employee rather than a consultant.
 - f. In order for the Services to be rendered in good conditions, The Company will provide copies or give access to all needed information, which the Service Provider undertakes to treat as confidential in accordance with the relevant provisions of this Agreement. In addition, The Company may provide the Service Provider with certain of its property, including business tools and computers, during the time the Service Provider is providing the Services to The Company. After completion of the Services by the Service Provider,



the Service provider agrees to return to The Company all such The Company property as well as any and all other property of The Company (including all documents and all copies of documents belonging to The Company, whether on paper or recorded by any other means) that the Service Provider may have in its possession, custody or control.

- g. The Supplier or Service Provider will not subcontract the performance of any Services without the prior written consent of The Company.
- h. As long as this Agreement is in force, and for a period of 5 years following the termination of this Agreement, Service Provider agrees to refrain from providing the following services to any other entity or individual engaged, directly or indirectly, in any business similar to that of The Company:
 - (a) become employed by, render services to, consult or associate with, or own or manage any other firm, partnership, corporation, sole proprietorship or business entity that designs, manufactures, sells, markets or distributes flexible packaging in the geographical area where The Company or any of its Affiliates do business;
 - (b) sell, solicit, or contract with any customer of The Company for the design, manufacture, sale, marketing, or distribution of flexible packaging in the geographical area set forth in subparagraph (a) above;
 - (c) solicit or induce any employee of The Company to accept employment with or render services to any other firm, partnership, corporation, sole proprietorship, or business entity that designs, manufactures, markets, sells, or distributes flexible packaging in the geographical area set forth in subparagraph (a), nor offer or cause another person or entity to offer such employment or retain any such employee.

3. COMPLIANCE

The Supplier or Service provider will comply with all laws and regulations applicable to the Company and its respective undertakings under this Agreement as well as with The Company Corporate Code of Conduct and Ethics Policy, Specifically, Service Provider undertakes to Review and fully comply with the provisions of the Company's EHS Code as mentioned in Annexure C and Code of Conduct as detailed in Annexure D and all the Policies as may Communicated from time to time. The Service Provider agrees not to disparage the Company and to take no action that is contrary to the best interests of The Company during the Term.

4. INTELLECTUAL PROPERTY

- a. Any ideas, information, processes, developments, inventions, observations, data, materials, software, database or documentation, whether in electronic format or Otherwise, developed by Service Provider prior to this Agreement or developed by Service Provider outside of this Agreement and used by Service Provider to fulfil its Obligations under this Agreement (the "Work Products") will remain the exclusive Property of Supplier or Service Provider.

b. Any Work Products developed for The Company or The Company Affiliate by Service Provider in the scope of this Agreement, shall be: (a) promptly communicated and disclosed to The Company; and (b) the exclusive property of The Company or that Affiliate. The Service Provider further agrees to render to The Company any oral or written records, documents, reports or presentations of the activities of the business undertaken by the Service Provide during the Term, as The Company may reasonably request in accordance herewith.

c. Supplier or Service Provider represents and warrants that:

- a) The Services and Work Products do not infringe any domestic or foreign intellectual property rights such as copyrights, rights to industrial designs, or trademarks, patents belonging to or administered by any third party; and
- b) Service Provider shall, at its own expense, indemnify and hold harmless The Company and its Affiliates and their respective employees, directors, agents and contractors, from and against all claims, loss, damage, liability, expense and/or penalty, and all legal proceedings or lawsuits, arising out of or in connection with any real or alleged breach of this provision.

5. FORCE MAJEURE

- a, When referred to herein, an event of Force Majeure shall mean the following: war, revolution, riot, civil disturbance, or actions of public enemies; earthquakes, floods, tornadoes or hurricanes; fires, explosions; strikes; and any similar event that is Unforeseeable and beyond the control of the affected Party.
- b. A Party shall not be liable if it is unable to perform its obligations under this Agreement to the extent that such inability is due to an event of Force Majeure, provided that the affected Party:
 - (i) ***has taken all reasonable precautions, care and alternative measures, to continue performing its*** Obligations and to minimize the consequences of the event of Force Majeure; and
 - (ii) has notified the other Party of such event no later than five (5) Business Days following the Occurrence of such event, providing details as to its nature, cause and probable duration.
- c. If the affected Party is the Service Provider and the Service Provider is unable to perform its obligations for a period of more than fifteen (15) days, The Company and/or its Affiliate may terminate the Agreement and/or an Assignment Schedule without liability.



2. INDEMNIFICATION AND INSURANCE

- a. The Supplier or Service Provider shall, at its own expense, indemnify and hold harmless The Company and its Affiliates and/or their respective employees, directors, agents and contractors, from and against all claims, loss, damage, liability, expense and/or penalty, and all legal proceedings or lawsuits, arising out of or in connection with any act or omission, including negligence, of Service Provider and or its employees, directors, agents and contractors or failure of Service Provider or its employees to observe or perform its obligations under this Agreement.
- b. The Supplier or Service Provider's obligation to indemnify The Company shall however not apply to any liabilities solely arising from The Company's gross negligence.
- c. The Service Provider warrants that, in the event its civil liability is asserted on the basis of the performance of this Agreement for any acts or omissions for which The Company is not liable, its liability will be covered by the required insurance policies. The Service Provider agrees to document the existence of such coverage at The Company's first request, including any insured events and capital and to show proof, as necessary, of payment of the corresponding premiums.

11. CONFIDENTIALITY

- a. **For the purpose of this Agreement, "Confidential Information" includes:**
 - a) all documents and information disclosed by one Party to the other – whether in electronic format or otherwise – that are not publicly available or known;
 - b) all work products and documents in whichever format prepared or created by the Service Provider and/or The Company for the performance of this Agreement, except a work Product or document that has been created for public dissemination and has in fact been publicly disseminated; and
 - c) The terms of this Agreement.
- b. Each Party will maintain in utmost confidence and will allow no third party access to the Other Party's Confidential Information, except when:
 - a) a Party is under legal compulsion to disclose the other Party's Confidential Information, in which case it must, to the extent legally permissible: (i) provide a written description to the other Party of what Confidential Information has been or will be disclosed; and (ii) use its best efforts to ensure that the Confidential Information is disclosed with appropriate confidentiality measures; or



- b) some Confidential Information has become publicly known or available by means other than unauthorized disclosure, in which case a Party may disclose the other Party's Confidential Information only to the extent said Confidential Information is already publicly known or available; or
 - c) a Party approves in writing the disclosure of Confidential Information by the other Party.
- c. Each Party will use the other Party's Confidential Information only for purposes within the scope of this Agreement and will permit access to said Confidential Information only to those employees and third parties who:
- a) have a need to know about the Confidential Information for the purposes of performing the obligations set out in this Agreement; and
 - b) are under obligations of confidentiality no less strict than those set out in this Agreement.
- d. The duties imposed by this section will survive the termination of this Agreement for ten (10) years, regardless of the reason for termination.
- e. Upon termination of this Agreement for any reason whatsoever, each Party will:
- a) return the other Party's Confidential Information and any other documents and materials that are in its possession, including the ones in electronic format;
 - b) delete or destroy any duplicated Confidential Information maintained in electronic format or otherwise;
 - c) Impose the same obligation on third parties, if any.
 - d) However all the records in the registers will be treated as 'privileged' information and will not be disclosed unless requested by the authorized personnel of SFL

12. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors, and no Party is an employee, partner or joint venture of the other Party. Under no circumstances shall any of the employees of either Party be deemed to be employees of the other Party for any purpose. No Party shall have the right to bind the other Party to any agreement with a third party or to represent itself as a partner or joint venture of the other Party.

13. GOVERNING LAW AND RESOLUTION OF DISPUTES

This Agreement shall be governed by the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all matters arising out of this Agreement.

Any dispute arising between the parties in relation to this agreement shall be amicably resolved by negotiations and discussion between the parties. The parties shall refer the dispute to arbitration if such negotiation failed. The negotiation shall be said to have failed in the event a period of 30(Thirty) days have passed from the time a notice was sent by either party calling for negotiation and the matter has not been resolved within the said period. If the negotiation has

failed, either party may send a written notice to the other party referring the matter to arbitration. The arbitration proceeding shall be conducted in amendments thereto. The arbitrators shall be final and binding upon the parties. The cost of arbitration proceeding shall be borne equally by both the parties. The parties also agree that the seat of arbitration shall be Mumbai, Tamil Nādu & Puducherry and the language of arbitration shall be English.

10. Environment, Health & Safety (EHS)

At The Company, our goal is to protect and promote the environment and the health and safety of our employees and the communities where we operate. As part of the overall approach to environment, health and safety (EH&S), Service Provider must:

1. Be familiar with all EH&S policies, procedures and practices;
2. Take responsibility for our environment, personal health and safety and that of co-workers and strictly adhere to EH&S regulations and practices;
3. Identify hazards, assess risks and whenever possible, initiate corrective action and bring the matter to the attention of management;
4. Promptly report EH&S incidents (such as spills, non-compliant emissions, occupationally-related injuries and illness, etc.) to local management to allow for investigation of causes and initiation of corrective and preventive measures;
5. Promptly report EH&S incidents to management as
6. Usage of personal protective equipment correctly;
7. Participate actively in EH&S training activities. Service Provider involvement in EH&S.

11. FINAL STIPULATIONS

- a. Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent Permitted by law. If any provision of this Agreement or the application of such provision to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or Unenforceability.
- b. Waivers. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement. No Delay or omission in the exercise of a right or remedy shall be construed as a waiver thereof. A Consent or approval of any act shall not be deemed to waive or render unnecessary consent to or Approval of any other or subsequent act.



- c. Hospital shall ensure not to use SFL name / terms of this agreement in / for any external / Internal usage, including promotion, marketing, branding, etc
- d. Assignment. Service Provider shall not assign its rights or obligations under the Agreement or subcontract the performance of its obligations hereunder in whole or in part to a third party without the written consent of The Company. Any such assignment or subcontracting shall not
- e. Relieve the Service provider of its obligations hereunder, The Company may assign this agreement to any of its Affiliates
- f. Amendment or variation of this agreement is valid or binding on a party unless mutually agreed in writing by the parties.
- g. *Entire Agreement this Agreement (including its annexes and Assignment Schedules, as amended From time to time pursuant to this Agreement) shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, Commitments and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or Representative of each of the Parties hereto.*
- h. Counterparts. This Agreement may be signed in any number of counterparts. All counterparts will constitute one instrument.

