

CONSULTING SERVICE AGREEMENT

THIS AGREEMENT is made this [1st] day of [December 2023]

Between

CERTIGO QAS® PRIVATE LIMITED a business incorporated in India with its registered office at **FLAT No.FF-2, FIRST FLOOR, DOOR No- 12-1-20/2, SRINIVASA" KANNAYAAPETA, ABOVE SBI LIFE INSURANCE, NEAR GREEN PARK HOTEL, OPP LANE TO HDRC BANK, VISAKHAPATNAM-530002, ANDHRA PRADESH ("Provider");**

And

OM OIL & FLOUR MILLS LIMITED a company incorporated in India with its registered address at **TYPE - II, NO.- 08, INDUSTRIAL ESTATE, MADHUPATNA, CUTTACK, ODISHA, 753010 ("Client").**

(each a "Party", together the "Parties").

WHEREAS:

1. SCOPE OF SERVICE

- 1.1. At CLIENT's request, PROVIDER agrees to provide the services described in Schedule 1 ("**Services**") during the Term (as defined below) in accordance with the terms and conditions of this Agreement.
- 1.2. The scope of the Services may be mutually reviewed by the Parties at any time and revised by mutual agreement.
- 1.3. The parties contemplate that it may be desirable to make changes to the Services. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the statement(s) of work, and the parties, shall agree in writing that such work constitutes a change from the original statement of work, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by both Parties.

2. OBLIGATIONS

- 2.1. Client shall provide other support services as both the Client and Provider subsequently agree.

3. SERVICES AND FEES AND EXPENSES

- 3.1. Client shall be responsible for all service fees as identified in the applicable statement(s) of work Schedule 1 (and change orders, as applicable) as those services are provided.
- 3.2. "Payment Terms: The client is required to make a 65% payment of PHASE I in advance before the project commences, with the remaining 35% to be settled before the

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completion of the Stage 2 audit."

- 3.3. Provider will invoice s of Phase II to Client for the service fees per calendar month (on or before of 31st of month) given in Schedule I. Client agrees to remit full payment to accounts payable promptly upon its receipt of the invoice within 30 days.

4. TERM AND TERMINATION

- 4.1. This Agreement shall commence as of the agreement date above and shall remain in force through 1st Dec 2023 and dissolve on 30th of November 2026. Without the knowledge and experience of a general nature acquired in the performance of services for the Client, section 1.1 shall not be constructed or utilizing in any manner by the Provider.
- 4.2. This agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the consulting agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by the Client. Upon termination of this agreement, the Provider shall return all documentation, equipment or other materials provided by the Client during the term of this agreement.

5. RIGHT OF SUBSTITUTION

- 5.1. Except and otherwise provided in this Agreement, the Provider may, at the Provider's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Provider under this Agreement and the client will not hire or engage any third parties to assist with the provision of the service.
- 5.2. In the event that the Provider hires a sub-contractor:
- 5.2.1. The Provider shall pay the sub contractor for its services and the compensation will remain payable by the client to the Provider.
- 5.2.2. For the purpose of indemnification clause of this Agreement, the sub-contractor is an agent of the Provider.

6. AUTONOMY

- 6.1. Except as otherwise provided in this Agreement, the Provider will have full control over working time, methods, and decision making in accordance with the Agreement. The consultant will work autonomously and not at the direction of the client. However, the Provider will be responsive to the reasonable needs and concerns of the Client.

7. EQUIPMENT

- 7.1. Except as otherwise provided in this Agreement, the Provider will provide at the its own expenses, software, materials and any other supplies necessary to deliver the services in accordance with the Agreement.

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8. NO EXCLUSIVITY

- 8.1. The parties acknowledge that this Agreement is non-exclusive and that either party will be free, during and after term, to engage or contract with third parties for the provision of service similar to the Services.

9. PROPRIETARY RIGHTS: CONFIDENTIAL INFORMATION

- 9.1. Provider agrees that the work products from the services provided to the Client shall be owned by Client. Nothing contained in this section 9.1 shall be construed as prohibiting the Provider from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for the Client.
- 9.2. Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.
- 9.3. Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of care, which are at least as protective as those, the Provider or the Client, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this agreement.
- 9.4. Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

10. WARRANTIES

- 10.1. The Provider warrants that the services to be provided under this agreement shall be

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performed in a professional manner conforming to generally accepted industry standards and practices. The Client agrees that the Provider's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at the Provider's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

11. GENERAL PROVISIONS

- 11.1. The relationship of the Client and the Provider is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party.
- 11.2. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.
- 11.3. Any assignment in violation of these terms is void.
- 11.4. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.
- 11.5. All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, airmail or e-mail to the Client or to the Provider as set forth in the preamble of this agreement, until such time as either party provided the other not less than one (1) month prior written notice of a change of address in accordance with these provisions.
- 11.6. The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of [state]; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force. After arbitration, as specified in **Section 7.4**, any suit to enforce any provision of this agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in **ANDHRA PRADESH**. The Provider and the Client agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.
- 11.7. Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of

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any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of **Sections 3, 9, 10, 11**) shall survive such termination.

- 11.8. This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to the Client. The Client hereby acknowledges that it has not reasonable relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than the Provider. To the extent, if any, that the terms and conditions of Client's orders or other correspondence are inconsistent with this agreement, this agreement shall control.

12. COMMUNICATION AND NOTICES

- 12.1. Any communication or notices given to a Party under or in connection with this Agreement:

- a) must be sent to the Party for the attention of the contact via the postal address or email address listed in clause 12.2;
- b) must be sent by a method listed in clause 12.3; and
- c) unless proved otherwise will be deemed received as stated in clause 12.4 if prepared and sent in accordance with this clause.

- 12.2. The Parties' addresses and contacts are as stated in this table:

| Party | Contact | Address | Email |
|----------|-------------------|--|--|
| Client | +91 8114371955 | OM OIL & FLOUR MILLS LIMITED TYPE - II, NO.- 08, INDUSTRIAL ESTATE, MADHUPATNA, Cuttack, Odisha, 753010 | Adyasha.pattanayak@ru chifoodline.in, |
| Provider | +918074937006 | CERTIGO QAS®PRIVATE LIMITED, Flat No.FF-2, First Floor, Door No- 12-1-20/2, Srinivasa" Kannayaapeta, Above Sbi Life Insurance, Near Green Park Hotel, Opp Lane To Hdrc Bank, Visakhapatnam- | sheela@certigoqas.com , admin@certigoqas.com . |

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| | | | |
|--|--|-------------------------------|--|
| | | 530002, Andhra Pradesh | |
|--|--|-------------------------------|--|

12.3. This table sets out:

- a) delivery methods for sending a notice to a Party under this Agreement; and
- b) for each delivery method, the corresponding delivery date and time when delivery of the notice will be deemed to have taken place, on condition that all other requirements in this clause have been satisfied, and subject to the provisions in clause 12.4:

| Delivery method | Deemed delivery date and time |
|--------------------------|---|
| Delivery by hand | On signature of a delivery receipt. |
| Pre-paid registered post | 9.00 am on the second business day after posting. |
| Email | At the time of transmission, unless the sender receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the recipient's mailbox or the mail server operated by the recipient or the recipient's service provider. |

12.4. For the purpose of clause 12.3 and calculating deemed receipt:

- a) all references to time are to local time in the place of deemed receipt; and
- b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt will be deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

Signed by)
)
for and on behalf of)
OM OIL & FLOUR MILLS PRIVATE)
LIMITED)
)
the presence of)

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.....
Name:

Signed by)
Dr Sheela Bethapudi)
for and on behalf of)
CERTIGO QAS® PRIVATE LIMITED)
the presence of)

.....
Dr Sheela Bethapudi
Name:

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Schedule 1

Scope of Services

This statement of work is made effective [1st Dec 2023] by and between the Provider and the Client.

1. The Client has agreed to carry on the suggestions as advised by the consultant in food Safety and Hygiene for the improvement of the system.
2. The Client hereby agrees to engage the consultant to provide the following service and its pay all applicable fee (The "Service")

| S. No. | Service Description | Quantity X frequency per year | Fees (Rs.) |
|--------|---|-------------------------------|------------------|
| 1. | Includes GAP identification, PRP verification, Risk assessment for ISO 22000, setting up of clause from 4 to 10 for all standards as specified in requirement (One time). | 1 | 150000.00 |
| 2. | Includes the documentation for as standard requirement. Standard awareness training's for all department's will be taken internally by consultant for implementation conjunction process. 30000/- (documentation charges) plus 18% GST as applicable for service at the beginning (One Time). | 1 | 30000.00 |
| 3. | Internal Audit for ISO 22000 (FSMS) Every quarter (1 Man-day for each visit) | 16000X1X4 | 64,000.00 |
| 4. | Surveillance Support (2 Mandays) once in a year. | 30000X1X1 | 30000.00 |
| 5. | Water sample (IS 10500) testing – 1 sample every 6 months (Mandatory requirement) | 10000X1X2 | 20,000.00 |
| 6. | IS food testing as per below parameters – 2 samples once every 6 months (Mandatory Requirement) | 2500X2X2 | 10,000.00 |
| | | Total | 304000.00 |

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3. The service will also include any other consulting tasks which the parties may agree on. The consultant hereby agrees to provide such services to the client for a fee.

4. Term rate

PHASE I of 150000/- Exclusive of GST.

Documentation Charges of 30,000/- Exclusive of GST.

Maintenance Charges after **PHASE II**

Internal audit Charges per year 64000/- Exclusive of GST

Surveillance support every year 30000/- Exclusive of GST

Food and Water testing every year 30000/- Exclusive of GST

Estimated total: 304000/- Exclusive of GST.

This statement of work serves as an exhibit to the services agreement.

5. The Fees are exclusive of and shall be subject to payment of goods and services tax ("GST") imposed under the prevailing legislation which shall be payable by Client. The applicable GST shall be incorporated in the total amount in Provider's invoice.

AGREED AND ACCEPTED:

Signed by)
)
for and on behalf of)
OM OIL & FLOUR MILLS LIMITED)
)
the presence of)

Name:

Signed by)
Dr Sheela Bethapudi)
for and on behalf of)
CERTIGO QAS® PRIVATE LIMITED.)
the presence of)

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Dr Sheela Bethapudi

Name:



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