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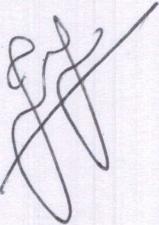
CS 366150

MANUFACTURING AND SUPPLY AGREEMENT

THIS AGREEMENT is made and executed at Kolenchery on this 21st day of December, 2020 between **PREEACTIVE MEDS PRIVATE LIMITED**, a Company incorporated and registered under the Companies Act, 1956 and having its Registered Office at Thoppil Building, Vazhoor Post, Kottayam-686504 (hereinafter referred as 'the COMPANY') through its Authorized Signatory, which expression shall mean and include all its heirs, successors, legal representatives, nominees and assignees, of the first part and **SYMEGA FOOD INGREDIENTS LIMITED**, a company registered under companies Act,1956 having its Registered Office at No: XI/312G,Synthite Taste Park, Pancode, Near Kolenchery 682310,Kerala (hereinafter referred to as ("SYMEGA") through its Managing Director, Mr. Santhosh Stephen, which expression shall mean to include all its heirs, successors, legal representatives, nominees and assigns, of the other part.

WHEREAS the COMPANY is engaged in trading of nutraceutical products under the brand names "PreVID" and "PreGNA-90" and is the owner of the above said brand names.

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

10/6235 Date 7.10.2020 Rs. 60/-
Sold to..... Symega food Ingredients Ltd,
Pancode

7 OCT 2020

KOLENCHERY - 682310

AND WHEREAS "SYMEGA" has its manufacturing facilities at Plot No: XI,312 G, Synthite Taste Park, Pancode, Kolenchery, 682310, Kerala India is engaged in manufacture and sale of seasonings, Spice mixes, Flavors and other food ingredients and has made a valid offer to the **Company** to carry out manufacturing of products as described in the scheduled -A attached to this agreement, hereinafter called the product.

AND WHEREAS "SYMEGA" has further assured the COMPANY that it has the capacity, competence, technical know-how, facilities and infrastructure including industrial premises, manpower and financial ability to carry out the discussed manufacturing activities and that all statutory approvals, licenses/permissions and consent prerequisites for carrying on the manufacturing activities has been granted to it by the appropriate authorities and there are no impediments legal, contractual or otherwise whatsoever preventing "SYMEGA" from acting and complying with the provision of this agreement.

AND WHEREAS the COMPANY is also willing to get its products manufactured from "SYMEGA" on principal to principal basis and to permit "SYMEGA" to use its trade mark for the purpose of manufacture of above said products on the terms and conditions as mentioned herein.

NOW IT IS HEREBY AGREED TO FOLLOW:

1. TENURE

- i) This Agreement shall be valid for a period of two (2) years with effect from 21st December, 2020 and may be extended for such further periods, on the same or on such terms as may be mutually agreed to by the parties.
- ii) The parties hereunto declare that the basis of this Agreement is the representations made by "SYMEGA" which COMPANY has found to be true and on which it has relied.

2. DEFINITIONS

In this Agreement, unless there is an inconsistency with the context, the following terms and expressions shall have the following meanings:

- i) 'Month' means English calendar month, and 'Year' means and English calendar year.
- ii) "Packing Material" means sachets, labels, cartons etc. used for the packaging of the said product.
- iii) "Premises" shall mean "SYMEGA" factory at Plot No: XI, Synthite Taste Park, Pancode, Kolenchery 682310, Kerala, India and shall include such other premises utilized in the course of activities carried out for the purposes of operation of this Agreement, with the prior written consent of the Company.

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

- iv) "Products" shall mean in finished form as specifically described in the Schedule-A. These products may be deleted from or added to the schedule mutual consent between the parties.

3. SCOPE OF AGREEMENT

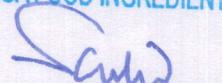
- a) "SYMEGA" shall manufacture, package and sell the Products to the COMPANY strictly in accordance with the standards and specifications prescribed by the COMPANY and in such quantities and on such terms as both the parties may agree from time to time
- b) "SYMEGA" shall procure all materials for the manufacture of the COMPANY's products from reputed suppliers.
- c) The products and the packaging thereof shall conform in all respect to the specifications, directions and standards for manufacturing and packaging specified by the COMPANY from time to time subject to any legal, Governmental, Licensing conditions etc.
- d) "SYMEGA" will manufacture, package and deliver the products to the COMPANY, in accordance with delivery schedules as mentioned in the Purchase Order. The COMPANY will pay "SYMEGA" for such quantities of the product as shall be supplied by "SYMEGA" to the COMPANY in accordance with this Agreement at such rate as shall be agreed in writing by the parties from time to time.
- e) The parties hereto expressly agree that all transactions between them shall be on a Principal-to-Principal basis and nothing in this Agreement shall be construed to the effect that either party is an agent of the other.

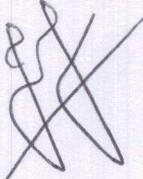
4. LICENSING & STATUTORY COMPLIANCE:

"SYMEGA." shall ensure strict compliance and also get itself duly licensed/registered, under the various applicable statutes for the time being in force including those listed herein below, which list is however, not exhaustive and notwithstanding the same " SYMEGA " shall exercise due diligence to obtain all such other licenses, registrations, permissions and consents from the appropriate authorities under any other statute applicable from time to time and the Company shall not be responsible for any non-compliance by "SYMEGA" in any manner whatsoever.

- i) "SYMEGA" is to obtain and maintain all the required registrations and licenses and follow all the other requirements under The Legal Metrology Act & Packaged Commodity Rules as well as Food Safety & Standards Act.

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR



ii) "SYMEGA" shall comply with all Labour Legislation applicable to it and, for the time being in force whether Central, State or Local and shall obtain and keep renewed all such licenses, permissions and consents statutorily required hereunder, including those under the Factories Act, 1970, Employees "Provident Fund and Miscellaneous Provisions Act 1952, Maternity Benefit Act, 1961, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, Payment of Wages Act 1936, Workmen's Compensation Act 1972, Child Labour (Prohibition and Regulation) Act 1986, inter alia and the rules hereunder and the COMPANY shall not be responsible for any default by SYMEGA for non-compliance thereof.

5. STAFFING & MANPOWER

- i) "SYMEGA" has on its rolls the requisite manpower comprising of adequate number of staff of requisite competence and skill. "SYMEGA" shall remain solely responsible for such employment of staff, its terms and conditions, payment of remuneration, deducting and remittance of other statutory applicable contributions and there shall be no nexus of employer-employee whatsoever between the COMPANY and "SYMEGA's" employees and "SYMEGA" shall be absolutely responsible for any default in payment of statutory or contractual dues under the applicable labour laws either by way of commission or omission.
- ii) It is expressly agreed between the parties that any statutory liability arising out of employment, non-employment, lockout, termination closure, compensation (including accidents) of workers in "SYMEGA's" premises will be solely to the account of "SYMEGA" and shall keep the COMPANY indemnified in all respects in this regard.

6. PRODUCTION, SUPPLY, PAYMENT TERMS AND PRICING:

- a. "SYMEGA" shall manufacture and sell to COMPANY, at a price to be mutually agreed, Products (as mentioned in schedule-A) on an exclusive basis, as ordered by COMPANY during the term of this Agreement.
- b. It is agreed that in order to facilitate proper production planning and timely supply of the product by "SYMEGA", COMPANY shall place in the first week of every month for the forthcoming 3(three) months rolling plan (where in the first month plan shall be confirmed by issuance of a Purchase Order within 21 days of the issuance of the Plan and the second/ third month plan shall be rolling forecast, which are indicative).
- c. At the time of issuance of Purchase Order, the COMPANY shall pay SYMEGA the total value of the products as specified in the Purchase Order. While making such payments, the COMPANY may adjust proportionate value of laminates and Fish Oil that would be consumed in producing such quantities of Products as mentioned in the Purchase Order.

For SYMEGA FOOD INGREDIENTS LIMITED

MANAGING DIRECTOR

- d. The Selling prices shall be mutually agreed between the parties from time to time. It is clarified here that in the event of any changes in any input prices, the selling prices shall be changed accordingly upon mutual agreement.
- e. "SYMEGA" shall procure, and always have in stock sufficient packing materials to meet the volumes of the Products as per the three months rolling plan, subject to minimum order quantity.
- f. The COMPANY shall pay in advance such amount as SYMEGA shall incur in procuring the laminate and Fish oil. SYMEGA shall issue Purchase Orders to vendors for the procurement of laminates and Fish Oil on receipt of the payment from the COMPANY.
- g. The COMPANY may, by not less than sixty (60) days' notice in writing, notify "SYMEGA" that it will be deleting the Product and will no longer require "SYMEGA" supply any of the deleted Product for the remainder of the Term. "SYMEGA", upon receipt of the sixty (60) days' notice, shall intimate the COMPANY in writing, the inventory and the outstanding orders of the raw materials and packaging materials in relation to the product proposed to be deleted. The Company, upon receipt of the communication from 'SYMEGA', shall purchase such redundant raw materials and packaging materials from "SYMEGA".

7. QUALITY CONTROL

- a) That the raw materials, packing materials and said products shall be in conformity with the quality specifications and standards laid down for the said products if any, and warranty and other requirements including any other laws for the time being in force and applicable to the products
- b) That the quality standards as prescribed by the COMPANY in Annexure -B and the Quality and Safety requirements of the COMPANY are met and maintained at every stage of the conversion activities and in final product.
- c) The COMPANY will have the right to draw samples at the premises of SYMEGA" for the purpose of analysis and checking quality standards as and when required.
- d) In the event of the samples not adhering to the specifications laid down, "SYMEGA" shall at its own expense replace the said product.
- e) The COMPANY shall be entitled, without being obliged to do so, to have the Products manufactured hereunder examined, inspected and tested in/by its

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

Quality Control Department or in its laboratories and other facilities in accordance with the instructions and testing procedure mutually agreed to ascertain whether the Products conform to the standards of quality and specifications and to ensure that the manufacturing of the Product are carried out as per the requirement. Any inspection conducted by COMPANY pursuant to this clause shall not relieve "SYMEGA" from any of its obligations as set out in this Agreement.

8. PROCESS CONTROL

- i) "SYMEGA" shall further ensure that adequate steps are taken for preventing entry of foreign matter into the product at any stage of processing and packing.
- ii) The COMPANY shall have absolute right to reject the finished product if it is found not to conform to the given product profile, specifications and quality, as informed in the written specifications. "SYMEGA" shall take back, at its own cost, such finished products which are found not in conformity with the prescribed standards and shall forthwith replace the rejected finished products with equivalent quantity of finished product conforming to the prescribed standards at no extra cost or charge to the COMPANY. It is clearly understood between the parties that all charges any other expenses for return, replacement and/or reprocessing of the rejected finished product shall be borne by the "SYMEGA" and the COMPANY will not bear any expenses of whatever nature in this connection.

9. GOODWILL, INTELLECTUAL AND INDUSTRIAL PROPERTY

- i) "SYMEGA" hereby expressly declares that no right, title or interest being subject matter of the COMPANY's Trade Marks, Copyrights, designs, Patents shall be deemed to accrue to "SYMEGA" by virtue of the operations carried out in pursuance of this Agreement.
- ii) "SYMEGA" further undertakes not to copy, imitate, infringe, falsify or otherwise interfere with or unauthorized use any of COMPANY's Trade Marks and / or other deceptively similar Trade Mark, Brand Names, Label Marks, Word Marks, Logos, Copyrights, Designs, Patents or otherwise alter or deface the same or pass off other goods as that of SYMEA.
- iii) "SYMEGA" shall not alter, modify or amend either the color, design, layout or get up of the COMPANY's label or other packing / processing materials or the declarations thereupon and shall make such necessary further declaration on such labels only on the express written instructions of the COMPANY.
- iv) "SYMEGA" shall not share or disclose the proprietary formulations and recipes belonging to the COMPANY and shared by the COMPANY with any third party or customer.

For SYMEA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

- v) The proprietary formulation, methods of formulation and recipe developed by SYMEGA, and used for the manufacture of COMPANY'S product, shall remain the sole property of SYMEGA. However, SYMEGA agrees to use the formulation/recipe exclusively for the manufacture of COMPANY'S product during the term of this agreement.
- vi) The COMPANY shall compensate SYMEGA for the cost of the materials procured by the manufacturer in accordance with the provisions of clause 6.b, and have become redundant or expired under the following circumstances:
- a. Change in formulation of the products
 - b. Change in Artwork
 - c. Deletion of product without notice as mentioned in clause 6.g
 - d. Shortfall of quantities in confirmed order as against the forecast.

10. BREACH OF TERMS & CONDITIONS AND TERMINATION OF AGREEMENT:

- i) Either party may terminate this agreement by giving the other a 60 days' notice.
- ii) Either party may serve written notice on the other, in the event of the other party committing breach of any of the provisions of the Agreement. Within a period of 14 days from receipt of the said notice of other party shall diligently initiate all necessary action to rectify the breach within a stipulated period failing which the party may forthwith and unconditionally terminate this Agreement by a written notice served by Registered Post Acknowledgement Due and this Agreement shall accordingly stand terminated form the date specified in the said notice of termination.
- iii) Upon termination of this Agreement, howsoever occasioned, "SYMEGA" shall not be entitled to claim any damages, costs or any, charges whatsoever apart from specific stipulations made herein.
- iv) Upon receipt of a termination notice of 60 days, "SYMEGA" herewith undertakes to forthwith without protest or demur carry out the following:-
 - a) Discontinue the packing/processing and packing of the products or any other products, using the COMPANY's Trade Marks, Brand Names, Word Marks, Labels, Wrappers and Packages.
 - b) Shall not Commit any act in violation of any of the rights or interest of the COMPANY subsisting in its industrial and intellectual property of the Company hereinabove mentioned by way of infringement, passing off, falsification, inter alia.

For SYMEGA FOOD INGREDIENTS LIMITED



MANAGING DIRECTOR

- c) "SYMEGA" shall not at any time call them or hold out them, advertise in any manner whatsoever that it is or was the agent, or representative of the COMPANY in any manner whatsoever.
- d) If the agreement is terminated during the tenure of the agreement period, the products manufactured by "SYMEGA" will be lifted by "COMPANY" subject to adherence of quality parameters. The balance stock of raw and packing material will be either exhausted through mutual agreed action plan between "COMPANY" or will be taken by the "COMPANY" on agreed rate at the time of purchase provided these have been procured as per the rolling production plan as mentioned in clause 6.b

11. FORCE MAJORE:

Neither Party shall incur any liability in the event it is delayed in the performance of its obligations hereunder solely by force majeure events, namely those events, occurrences of which are beyond the control for the cause of fire, floods, acts of God, acts of public enemy, wars, insurrections, riots, strikes, lock outs, sabotage, any law, ordinance, order, action or regulation of the Government. This clause shall not be applicable to pending payment obligations under this agreement.

12. ARBITRATION

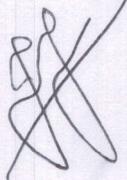
- i) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be referred for arbitration. The Arbitrator shall be appointed by the mutual agreement. The Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act 1996 and the Award made in pursuance thereof shall be binding on the parties.
- ii) The venue of the Arbitration proceedings shall be at Kochi and the Competent Courts of Ernakulam alone shall have the jurisdiction.

13. AMENDMENTS & CORRESPONDENCE

- i) All further amendments to this Agreement and the Schedules thereof shall be carried out through mutual discussions and confirmed by exchange of letters which correspondence shall be deemed to have been duly served on the other party provided the same is forwarded by Registered Post Acknowledgement Due.
- ii) Each party shall have the right to change its address at any time and/or designate that copies of all such notices be directed to another person at another address by giving notice thereof to other party.

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR



IN WITNESS WHEREOF PARTIES HAVE EXECUTED THESE PRESENTS AS MENTIONED
HEREUNDER:

For Preemptive Meds Private Limited

Director

Witnesses:

1. Mathews Jacob

2. Sandeep.K

For Symega Food Ingredients Limited

Managing Director

**Schedule -A
(Products)**

Emulsified & Micro-Encapsulated Curcumin

For SYMEGA FOOD INGREDIENTS LIMITED



MANAGING DIRECTOR