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CT 810591

AGREEMENT FOR SUPPLY

This Agreement ("Agreement") is made and executed on this 1st day of June, 2021 at Kerala

BY AND BETWEEN

JUBILANT FOODWORKS LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its Registered Office at Plot No. 1 A, Sector - 16 A, Noida - 201301, U.P. and Corporate Office at Tower-D, Plot No. 5, Fifth Floor, Logix Techno Park, Sector 127, Noida - 201304, U.P. and training office at Second Floor, 206 and 207, DDA Market, Phase - 3, Pocket B, Ashok Vihar, Delhi - 110052, hereinafter referred to as the "JFL" (which expression unless repugnant to the context and / or meaning thereof include its successors-in-interest and assigns) of the **ONE PART**.

AND

SYMEGA FOOD INGREDIENTS LTD, a company registered under the Companies Act, 1956 having its registered office at XI 312 G, Synthite Taste Park, Pancode, Near Kolenchery, Ernakulum, Kerala- 682310 Herein after referred to as "Supplier" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors-in-interest and permitted assigns) of the **OTHER PART**.

(Supplier and JFL shall be hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**").

For SYMEGA FOOD INGREDIENTS LIMITED

[Signature]
MANAGING DIRECTOR

No. 21056 Date 19.11.2020 Rs. 100/-
Sold to..... Symega food Ingredients Ltd,
Pancode

P.C. Nirmala, Stamp Vendor, Puthencruz



1. RECITAL

WHEREAS

- A. "**JFL**" is engaged in the business of setting up of Domino's Pizza Restaurants, Dunkin Donuts & more Restaurants and or any other brand as marketed by JFL and managing the same and the sale and marketing of various Fast Food Products such as Pizzas, Pasta, Bread, Garlic Bread sticks, Chicken Wings, Donuts etc. under the trade name of "DOMINO'S", "Dunkin Donuts & more" or any other brand as marketed by JFL and non-alcoholic Beverages.
- B. "**Supplier**" is engaged in the business of manufacture and sale of Seasonings, Spice mixes, flavors, Colors, Culinary Products and other food ingredients
- C. Based on the representations of Supplier and at the request of the Supplier, JFL has agreed to procure and supplier has agreed to supply the products as per agreed specifications, which will be mutually agreed from time to time (hereinafter referred to as "**Products**") to JFL on the Terms and conditions set out in this Agreement.
- D. The Parties after discussions and negotiations are hereby recording the mutually agreed Terms and conditions.

**NOW, THEREFORE, IN VIEW OF THE MUTUAL CONVENANTS AND VALUABLE
CONSIDERATION IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
AS FOLLOWS: -**

2. INTERPRETATION

In this Agreement unless the context otherwise requires:

- (a) The Annexures are incorporated herein and shall form integral part of this Agreement.
- (b) Words denoting the singular number shall include the plural and vice versa.
- (c) Words denoting any gender shall include all genders.
- (d) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the appropriate corresponding meaning.
- (e) Words denoting natural persons shall include corporations and vice versa.
- (f) Headings are for convenience only and shall not affect interpretation.
- (g) References to any party in this Agreement shall include the party's successors and permitted assigns.
- (h) References to Clauses and Annexures are to clauses and annexures of this Agreement; and
- (i) The Parties hereto agree that the aforesaid recitals shall form the integral and operative part of this Agreement and shall be treated as covenants hereof.

3. PURPOSE OF THE AGREEMENT

Supplier shall supply to JFL the Product as per the quality, specifications and requirements of JFL set out in the **Annexure-A** to this Agreement and as set out in the relevant Purchase Order given by JFL from time to time during the Term of this Agreement. JFL shall not be under any obligation to accept any Product supplied which is not as per the Specifications of this Agreement or as set out in the Purchase Order. In this regard it is expressly agreed by the Supplier that the terms and conditions mentioned in the Purchase Order shall form an integral part of this Agreement and unless otherwise agreed between the Parties, in the event of any ambiguity or inconsistency between the Purchase Order or

this Agreement, the terms of this Agreement shall prevail over the terms of the Purchase Order.

During the currency of this agreement, incase Supplier supply any other product as per the approved Specifications as provided by JFL, such supplies shall also be governed by the terms of this Agreement.

4. DEFINITIONS

The following definitions apply in this Agreement:

- (a) "**Agreement**" means this Agreement for Supply executed by and between JFL and Supplier on the Terms and conditions contained herein.
- (b) "**Business Day**" for the purpose of determining when a notice, consent or other communication is given, means a day that is not a Saturday or Sunday or public holiday in the place to which the notice, consent or other communication is sent.
- (c) "**Product**" means the products as per agreed specification specifically identified by product code and as set out in Annexure – A as per Specifications.
- (d) "**Purchase Order**" means periodic orders issued by JFL mentioning the rolling forecast and specific delivery orders for the supply of Product.
- (e) "**Consent**" shall mean any and all authorizations, consents, licenses, permits, permissions, registrations, waivers, exemptions, privileges, acknowledgements, agreements, concessions, approvals from, and filings of all reports, registrations and notifications with, any governmental authority, including without limitation, the factory license and employee / contract labor, environmental approvals, related permissions.
- (f) "**Laws**" means any rule, bye-law, notification, regulation, act, ordinance, administrative order, directive, order or instruction having the force of law, enacted or issued by any Governmental Authority in the relevant jurisdiction.
- (g) "**Specifications**" means specifications of Product agreed to be purchased by JFL and more specifically described in Annexure A to this Agreement.
- (h) "**Supply**" shall mean delivery of the Product at gate of the warehouse specified by JFL.

5. REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER

Supplier hereby warrants, represents and undertakes to JFL that:

- (a) it shall, during the term of this Agreement possess, hold, keep and maintain valid and effective in all respects all Consents, licenses, permits and permissions under the applicable statutes, Laws, rules and regulation from time to time in force as the case may be required which enables it to undertake the Supply of the Product and perform its obligations under this Agreement (including but not limited to excise, environment, factory, labor, Food laws and the like);
- (b) it shall comply with all applicable Laws, regulations and ordinances of any description, including without limitation all Laws regarding occupational health or safety issues,

environment, food Laws, Labor Laws, Product safety and Product liability Laws, fire codes and hazardous waste and toxic substances management, handling or disposal Laws and the Supplier shall forthwith remedy any violation or non-compliance with such Laws and keep and hold JFL fully harmless and indemnified in this regard;

- (c) it shall not sell or transfer or create any charge on the Products;
- (d) it has been in full compliance with all applicable environmental Laws and possesses all governmental permits, licenses, orders, consents and approvals required under environmental Laws and necessary to Supply the Products and there are no pending or threatened environmental claims against it;
- (e) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations, inquiry of any nature pending or, threatened against or with respect to or involving or effecting Supplier which would have an adverse effect on Supplier's ability to fulfil its obligations under this Agreement;
- (f) it's financial capacity as of the date of this Agreement is sufficient to enable it to fulfil all of its obligations under this Agreement. The Supplier shall give JFL prompt notice of any material adverse change in its financial condition or the ability to fulfil its obligations hereunder;
- (g) it has as on date of this Agreement all requisite Consents, licenses and permits of governmental and other authorities, including licenses or permits relating to power and water and has sufficient capacity to carry out its obligations under the Agreement and shall maintain at its cost all such Consents during the term of this Agreement; and
- (h) it shall adopt all systems as may be prescribed in writing by JFL from time to time ("Guidelines") for management of health, safety and environment. The Supplier agrees that JFL shall have the right, in its sole and absolute discretion, to make revisions or additions to the Guidelines and all such revisions or additions shall be deemed to form a part of this Agreement.

6. MUTUAL REPRESENTATIONS

Both JFL and the Supplier hereby represent and warrant to each other that:

- (a) it is a duly organized, validly existing and in good standing under the applicable Laws, with adequate power and authority to enter into, and to perform, this Agreement;
- (b) this Agreement has been duly authorized, executed and delivered by each Party and this Agreement constitutes a valid, legal and binding Agreement;
- (c) the execution, delivery and performance by it of this Agreement will not violate any judgment, order, Law or regulation or any provision of its certificate of incorporation or charter documents, as the case may be or result in any breach, or constitute a default, under any indenture, mortgage, deed of trust, credit agreement, distribution

or other applicable agreement.

7. TERM

Unless determined sooner in the manner set out in this Agreement, the initial tenure of the Agreement shall be for one year(s) beginning from 1st June 2021 and expiring by efflux of time on 31st May 2022 Or as earlier terminated by JFL ("Term"). The Parties may mutually agree to renew/extend the Agreement on the same Terms and conditions as contained herein or mutually agreed revised terms and conditions In the event that this Agreement is not renewed/ extended by mutual consent this Agreement shall automatically terminate upon expiry of the Term as provided herein.

8. SPECIFICATIONS

- (a) Product must meet with the specifications drawn up by JFL in Terms of **Annexure A** to this Agreement and as set out in the relevant Purchase Order given by JFL from time to time during the Term of this Agreement.
- (b) Supplier shall ensure that all controls, as per industry standard and to the satisfaction of JFL, are duly followed during the processing, packaging and Supply of the Product and use only allowed material and shall adhere to allowable residual limits as per the Laws for the time being in force. In this regard, the Supplier shall at all times be in strict adherence to and compliance with any written instructions issued from time to time by JFL. Further, JFL shall be entitled to call for any and/or all the records of tests as required to be done by the Supplier as per prevalent law, during normal business hours, and the Supplier shall forthwith provide all such records to JFL. Further, the Supplier shall at all times conform to standards including, but not limited to, quality, hygiene, environmental and otherwise, established in writing from time to time by JFL and comply with all applicable legal requirements and Consent including but not limited to environmental requirements, labor and other Laws. In this regard, JFL and any third party it appoints on its behalf shall have the right to inspect and carry out any tests, including batch sampling, that it wishes to ensure due compliance by the Supplier of applicable Laws and compliance of the instructions issued by JFL, from time to time.

9. QUANTITY OF THE PRODUCT

Supplier shall supply the Products as per the monthly requirement of JFL, pursuant to this Agreement. Supplier shall extend full co-operation to JFL to enable JFL to post one or more representatives for supervision of the process of manufacture of the Product ("**JFL Quality Assurance Team**"). JFL Quality Assurance Team shall conduct periodic inspection and audits on the Product being supplied by the Supplier.

10. PAYMENTS TERMS & PRICES OF THE PRODUCT

- (a) Price of Product shall be mentioned in **Annexure - A** of this Agreement and forming integral part of this Agreement.
- (b) **PAYMENT TERMS:** JFL shall make the payment within 40 (Forty) days from the receipt of original invoice along with necessary supporting documents. No payment shall be made against the duplicate invoice.
- (c) In case of any invoice being disputed on account of discrepancies in the invoice, the same shall be returned to Supplier as soon as and when such discrepancy is discovered. In the event that the discrepancy is discovered after payment in respect of the concerned invoice, any excess on account thereof shall be adjusted against payments of future invoices.

- (d) JFL shall deduct tax at source ("TDS") in accordance with applicable Law at the time of making the payment to Supplier. JFL shall issue necessary TDS certificate for the above mentioned deductions. Except service tax as may be applicable, JFL shall not be liable for the payment of any other tax, duties, cess, levies, cost, expenses and charges, except as mentioned herein.
- (e) No revision in price shall be valid unless agreed to by JFL's authorized representative in writing or confirmed and accepted in form of contract as issued by JFL time to time for Price revision, and any such revisions in writing shall be deemed to be a part of this Agreement.
- (f) The permanent account number (PAN) assigned by Income tax authorities to the Supplier is AAKCS0062P.
- (g) Supplier agrees to reconcile the outstanding amounts and provide "No Dues Confirmation" to JFL after every six months from the date of commencement of Agreement during the tenure of the Agreement. It is agreed between the Parties that after annual reconciliation of the Supplier's books of account for the said financial year, unpaid Invoices, if any, shall be payable by JFL only if claimed by the Supplier within three months of same financial year. In case unpaid Invoices are not claimed as mentioned herein before, JFL shall not be liable to pay the same and Supplier shall not raise any claim for the same in future.
- (h) If the Supplier or its goods/ services comes under the ambit of Goods & Services Act ("GST"), the Supplier shall comply with all the requirements of GST law, so that necessary benefit is passed on to JFL. In case any credit, refund or other benefit is denied or delayed to JFL due to any non-compliance by the Supplier including but not limited to failure to upload details on the GSTN portal, failure to pay GST to the government, non-furnishing of correct and complete documents/details, the Supplier shall indemnify and keep JFL harmless for all losses and shall reimburse JFL for the losses including but not limited to tax credit, loss, interest or penalty if any.

11. ORDERING/ SUPPLY PROCEDURE

- (a) On receipt of such Purchase Order by Supplier, the Products shall be made ready to JFL within the time limit prescribed in sub-clause (c) mentioned herein below. Products shall be required to meet the specifications as stipulated in the Agreement.
- (b) Each delivery must be accompanied by the following documents:
- A copy of the Purchase Order;
 - Invoice with full description and quantity of the Product supplied, Batch number, Manufacturing Date and balance shelf life.
 - Copy of the Analytical/Test Report prepared by Supplier in respect of the Product supplied on parameters by Food Safety laws for that Product.
 - Delivery challan (if invoice is not Invoice-cum-Delivery challan).
 - Balance Shelf life statement of the Product.
 - Warranties declaration on invoice
- (c) The Lead time for supply of the Products shall be as that the supplier will be ready with the products within 21 days from the date of receipt of confirmed Purchase order from JFL.

- (d) In case Supplier is unable in supplying the Products as per abovementioned timelines, JFL may procure the Products from some other source to meet its requirement. In such a case, JFL shall have the right to recover the differential price amount and other incremental consequential expenses from Supplier and Supplier shall not raise any objection for the same. JFL may adjust the above said differential price and other incremental consequential expenses from any payment due to Supplier. The Supplier recognizes, accepts and confirms that time is of the essence in this Agreement.
- (e) Supplier shall ensure that the Product supplied under this Agreement shall be fit for consumption. For any complaints received after dispatch of the Product from Supplier's warehouse, the Supplier shall indemnify and hold harmless JFL against any third party claims and further:-
- i. JFL shall be entitled to reject such Product, and
 - ii. Supplier agrees and undertakes to immediately replace such rejected Product at its own cost and expense, and
 - iii. Reimburse the entire cost, damage, expense suffered by JFL.
- (f) Notwithstanding anything contained herein above, JFL reserves the right to Terminate / cancel any Purchase Order in whole or in part or ask for suspension of the same in consequence of any strike, lockout, fire, war, breakdown of the machinery etc., or due to change in specification / modification of the requirement or due to any other reason which is beyond the control of JFL. In the event of cancellation of Purchase order, JFL shall pay the supplier the Purchase price due and payable for the products produced in relation to confirmed order, up to the date of cancellation. Further, JFL shall pay the Supplier the cost relating to all the non-cancellable orders placed by the Supplier on its vendors for the procurement of raw and packing material (exclusive to JFL) in relation to the confirmed order.
- (g) **Deletion of Products:** JFL may, by not less than sixty (60) days' notice in writing, notify the supplier that it will be deleting a product, and will no longer require the Supplier to supply any of the deleted product for the remainder of the term of the agreement. The Supplier, on receipt of such notice, shall intimate JFL the inventory and the outstanding orders of the raw materials and packing materials in relation to the products proposed to be deleted. JFL shall purchase, at cost, the redundant raw materials and packing materials (exclusive to JFL).
- (h) **Change in Artwork/Modification of Recipe of Products:** In case of any change in artwork or modification of Recipe, JFL shall pay the Supplier the cost of the packing material /raw material (procured by the Supplier (exclusive to JFL) in line with three months' plans issued by JFL) and has been made redundant due to the changes made by JFL.
- (i) The sole responsibility to produce the Products as per the Specifications shall remain with Supplier only. The Products shall be produced as per the Specifications given in the Annexure- A, which shall form integral part of this Agreement and any revision/deviations in the specifications, can be allowed only with the written authorization of JFL. JFL shall reject any Product not meeting the quality & specification during the shelf life period. The rejected Product shall be replaced by Supplier on immediate basis. All rejected Products hereunder are JFL's property and shall be destroyed by JFL only. All payments & other related charges for the same, including but not limited to the differential amount paid by JFL for procuring the Product from the third party, in case of failure of Supplier to provide the Product as per specification of JFL, shall be recovered from Supplier. Acceptance of the

Product by JFL shall be subject to the Product meeting the prescribed Specifications.

- (j) JFL shall have the right exercisable within a reasonable time after delivery to reject the Product or any part thereof if any such Product does not conform in quality or quantity with any stipulations in this Agreement or the specific order or if the said Product is unfit for the purpose for which they are intended where such purpose has been made known in writing to the Supplier or if the delivery of any such Product is delayed or on ethical or public relations grounds due to actions which have been taken or omitted to have been taken by the Supplier.
- (k) In the event of a Product rejection:
 - i. JFL shall notify the Supplier in writing;
 - ii. the obligation to pay the price as stated in Clause 10 in relation to any such delivery shall be suspended forthwith pending resolution of the dispute in accordance with Clause 11 (j) below;
 - iii. the Parties shall immediately endeavor to agree whether or not the delivery in question complies with the Specifications; and
 - iv. Supplier shall be entitled at all reasonable times to inspect and/or analyses the delivery in question.
- (l) The Parties shall use their best endeavor to resolve any dispute that may arise pursuant to Clause 11(i) but if the parties fail to agree, within 30 days of being notified pursuant to Clause 8 (i) (i), whether any delivery of Product supplied by Supplier to JFL is defective or may be rejected for any other reason set out in this Clause 11, the dispute shall be determined by an independent laboratory/expert and the decision of the independent laboratory/expert shall be final and binding on the Parties. The independent laboratory/expert shall act as an expert and not as an arbitrator and its fees shall be borne by the Party against whom the independent laboratory/expert's decision is given.
- (m) All the required materials to produce the Product as per the Plans provided by JFL will be procured by Supplier at its own cost and Supplier shall ensure timely procurement of the same to avoid delay in supply to JFL. Procurement of raw/packing material shall be done by the Supplier taking into account the Minimum Order Quantity (MOQ), nearest bag/pack size, lead time, including the time taken for Quality Clearance, Fumigation/ETO. In case of materials, where the MOQ exceeds the requirement based on the three-month plan/forecast, the Supplier shall take written consent from JFL before placing orders for such materials.
- (n) In the event of Actual Order Quantity falling far below quantity as per the Plan, JFL shall pay the Supplier the cost of any expired material which the Supplier procured (exclusive to JFL). The supplier should get written consent from JFL for materials before purchase.
- (o) Supplier factory will co-ordinate for the Production plans with JFL and plan the Production activities accordingly. During the Production run, Quality person from JFL may be present and ensure the Products supplied are as per the Specifications. The Supplier shall satisfy JFL's requirements in respect of the Product pertaining to each and every Purchase Order and shall use best endeavor to satisfy any changes in quantity, delivery phasing or dates requested by JFL in respect of such a Purchase

Order.

- (p) Notwithstanding anything contained herein it is hereby agreed between the Parties that in case Supplier is unable/delays in supplying the Products as per JFL requirement and specifications both in Terms of quantity and/or quality, JFL may procure the Products from some other source/supplier to meet its requirement. In such a case, JFL shall have the right to recover the differential price amount and other incremental consequential expenses from Supplier and Supplier shall not raise any objection for the same. However, this clause shall not be applicable in force majeure situation as stated in Clause 16 below.
- (q) Supplier shall check and ensure that the Products are supplied in such a manner that they are free from any packing defect or foreign contents, in accordance with the procedure laid down in the Specifications.
- (r) Supplier shall be liable for all indirect taxes and the connected requirements and shall obtain, at its cost, such GST registrations, permits/passes and other Consents as may be necessary for the purpose of dispatch of the Products to JFL.
- (s) Supplier shall observe and comply with the rules, regulations and bye Laws as are/or may be applicable including but not limited to the FSSAI, Legal Metrology Act, Employees State Insurance Act and any other Laws in force in India with regards to the Products provided by Supplier.
- (t) Supplier's needs to give a Product safety certificate as and when required by the JFL in case of an out-break of an epidemic.

12. QUALITY ASSURANCE

- (a) JFL Quality Assurance Team shall have the right to assure the quality at all stages in the manufacture and Supply of the Products right up to the stage of loading of the Products onto the trucks, and to require any Products which it considers to be in breach of the Specifications indicated at Annexure A to be destroyed or corrected as applicable. The decision with respect to any checks/ balances and corrective action suggested by JFL Quality Assurance Team shall be final and binding on the Supplier, who shall ensure that necessary corrective action is immediately taken diligently with co-operation, at the sole cost and expense of the Supplier. In this regard, the Supplier shall provide all necessary assistance to the JFL Quality Assurance team to conduct the said audit and the Supplier shall take all reasonable steps or measures as may be communicated in writing to the Supplier pursuant to such audit.
- (b) Supplier shall ensure a consistent level of quality in the Product supplied by Supplier under this Agreement and to ensure that Supplier's Product confirms to all applicable business standards and requirements, and to the Specifications set forth in **Annexure-A**.
- (c) JFL shall stipulate the necessary standard to maintain the necessary storage facilities in order to provide the desired hygiene level. These facilities shall be open to audit by JFL Quality Assurance Team. Supplier shall be under obligation to implement any suggestion made by JFL and/or Domino's Pizza International Franchising Inc. for improvement in the facilities.

13. INSURANCE

Supplier shall take and maintain during the Term of the Agreement, adequate insurance cover with an appropriate indemnity limit with insurers of repute against all risks (including against loss in transit), damages or losses including due to natural calamities like fire, riots and such other risks as may be required in respect of the Product to be supplied to JFL till the point of time Product is delivered to JFL at the places specified by JFL.

14. AUDIT AND INSPECTION

Supplier shall, upon being required by the JFL and with prior written notice to Supplier, allow any person authorized by the JFL to enter into the premises of the Supplier and examine and audit the Supplier's operations and records and take copies of all or any of the records, on working days within Business hours of Supplier,

15. CONFIDENTIALITY

a) Definitions:

- i. **"Confidential Information"** includes any and all non-public information whether disclosed before or after the Effective Date that may be in written, representational, electronic, verbal or any other tangible or intangible form:
 - a. relating directly or indirectly to the present or potential business, operation or financial condition of or relating to JFL whether shared by JFL or has come in Supplier's knowledge anytime during the course of business which is not generally known by third parties;
 - b. including but not limited to any information identified as being proprietary and/or confidential business and/or strategic plans, expansion plans, networking plans, recipes, permutation and combinations of recipes, recipe's mix/ blend, any part of recipe mix, research and technologies; development, manufacturing, marketing, sales or distribution of products goods or services; know-how and intellectual property; lists and identities of actual or potential Suppliers, clients, customers, agents, vendors, distributors or suppliers; partners, collaborators, lenders including prospective lenders, merchant bankers, legal advisors, auditors, credit rating agencies, potential investors, insolvency professionals or other advisors, Suppliers or consultants, employee related information, proprietary, technical, financial, presentation, compensation and benefit data, and any technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, know-how, drawings, designs, processes, procedures, inventions, improvements, models, manuals or financial data or any other information, related to the JFL's business;
 - c. any information identified as Unpublished Price Sensitive Information ("UPSI") (as defined herein);
 - d. information received from a third party in relation to paragraphs (a), (b) and (c) above are under an obligation of confidentiality;
 - e. all notes, analysis, compilations, summaries, excerpts, abstracts, modifications, translations, enhancements and adaptations and other records based on or incorporating any information referred to in paragraph (a), (b) and/or (c) above;

- f. the existence and contents of this Agreement and the existence and contents of the correspondence and/or discussions between the JFL and the Supplier or any of its Representatives in connection with Supplier's obligations under this Agreement; and
- g. all copies of the information, notes and other records referred to in either of paragraphs (a), (b), (c), (d), (e), (f) above.
- h. However the following is excluded from the definition of Confidential Information: any such information which: (i) is approved for release by the prior written authorization of JFL (ii) is already known to the public before the disclosure (through no act or omission of Supplier in violation of Agreement); (iii) is lawfully acquired by the Supplier from an independent source having no obligation to maintain the confidentiality of such information; (iv) was known to the Supplier prior to its disclosure under this Agreement or any other agreement entered between the Parties; (v) was or is independently developed by the Supplier without breach of this Agreement; or (vi) is required to be disclosed by governmental or judicial order or to comply with applicable laws,, in which case the Party so required shall give the other Party prompt written notice sufficient to allow JFL or any of its Affiliate to seek a protective order or other appropriate remedy where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs.
- ii. **"Generally Available"** information shall mean information that is accessible to the public on a non-discriminatory basis. Information available on the websites of the Stock Exchanges would ordinarily be considered as generally available.
- iii. **"Immediate Relative"** in respect of a person shall mean spouse of a person, and includes parents, sibling and children of such person or of the spouse, any of whom is either financially dependent on such person, or consults such person in taking decisions relating to the Trading in the Securities of JFL.
- Provided, however, that spouse shall be presumed to be an "Immediate Relative", unless the presumption is rebutted.
- iv. **"Legitimate Purpose"** the term shall include sharing of the UPSI in the ordinary course of business with JFL's partners, collaborators, lenders including prospective lenders, customers, suppliers, merchant bankers, legal advisors, auditors, credit rating agencies, potential investors, insolvency professionals or other advisors, Suppliers or consultants, provided that such sharing has not been carried out to evade or circumvent the prohibitions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, amendments and regulations thereof.
- v. **"Securities"** shall have the meaning ascribed to the term under the Securities Contract (Regulation) Act, 1956 and shall include derivatives, if any, of the shares and securities of JFL, provided that trading in such derivatives is permitted by any law for the time being in force.

- vi. "**Trading in Securities**" shall mean and include subscribing, buying, selling, dealing or agreeing to subscribe, buy, sell or deal in any securities of JFL by any person and the word "Trade" shall be construed accordingly.
- vii. "**Unpublished Price Sensitive Information**" or "**UPSI**" shall mean any information relating to JFL or its Securities, directly or indirectly, that is not generally available and which upon becoming Generally Available, is likely to materially affect the price of the Securities of JFL and shall, ordinarily include but not restricted to, information relating to the following:
1. Financial Results;
 2. Dividends;
 3. Change in capital structure;
 4. Merger, de-merger, acquisition, delisting, disposal and expansion of business and such other transactions; and
 5. Changes in key managerial personnel.
- b) During the performance of its obligations under this Agreement, the Supplier and its affiliates, employees, officers, directors, agents (collectively "**Representatives**") may have access to Confidential Information.
- c) The Supplier agrees and undertakes that such information is to be considered JFL proprietary information and property.
- d) The Supplier shall treat such information provided or disclosed by JFL or developed therefrom with the same degree of care as it would apply to its own Confidential and Proprietary Information, but in all cases with at least a reasonable degree of care.
- e) The Supplier agrees that during the term of this Agreement;
- i. it shall only disclose Confidential Information on a need to know basis, provided.
 - ii. it shall ensure that its Representatives are aware of and comply with the obligations of confidentiality prior to any disclosure;
 - iii. it shall not disclose any Confidential Information to any third party without the prior written consent of JFL. Provided that the aforesaid disclosure shall not be applicable and shall impose no obligation on the Supplier with respect to any portion of information disclosed pursuant to the requirements of any statute/law or a court/ tribunal order but with the prior written intimation to JFL along with a copy of such order/notice and other sufficient details immediately upon receipt of such orders in order to permit JFL to make an application for an appropriate protective order and provide such information/documents as may be advised by JFL in writing;
 - iv. in the event it is aware of a suspected leak or a leak of Confidential Information, it shall inform JFL within 24 (twenty-four) hours of it first gaining knowledge of such suspected leak or leak.
- f) Supplier further undertakes that it shall be compliant with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and any modifications thereof, as also, its own internal Code of Conduct(s) in line with the regulations prescribed

by Securities and Exchange Board of India, from time to time. In reference to the aforementioned compliances, the Supplier undertakes to maintain confidentiality of the UPSI. The Supplier shall not communicate, provide or allow access to such UPSI to any person except where such communication is in furtherance of the Legitimate Purpose, performance of duties or discharge of its legal obligations.

- g) Further, the Supplier undertakes that, the Supplier, along with its Immediate Relatives shall not Trade in Securities of JFL while in possession of any UPSI.
- h) Except as set forth in this Agreement, the Supplier shall not use, disclose, make or have made any copies of any materials or information provided by JFL or developed therefrom in whole or in part, without the prior written approval of JFL.
- i) The Supplier understands and agrees that any use or dissemination of any information or materials in violation or breach of this Agreement will cause JFL irreparable harm, will leave JFL with no adequate remedy at law and will entitle JFL to injunctive relief in addition to all other remedies available under law for the time being in force. In case the Supplier violates its obligationshereunder, it shall reimburse JFL for reasonable costs and expenses incurred in enforcement of this Clause.
- j) The Confidentiality Obligations of the Parties shall survive after the termination or expiry of this Agreement.

16. FORCE MAJEURE

- (a) "**Force Majeure Event**" means any act, occurrence or omission, as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations under this Agreement, and which is beyond the reasonable control of that party, but shall be limited to war; warlike operation; insurrection; riot; fire; explosion; accident; action or inaction by any Governmental Agency; industrial action; material control regulations or orders; act of God; act of the public enemy; epidemic; quarantine restriction.
- (b) No failure or omission by either party to carry out or observe any of the Terms and conditions of this Agreement shall give rise to any claim against the party in question or be deemed a breach of this Agreement if such failure or omission arises from any of the aforementioned Force Majeure Events.
- (c) The obligations of the affected party ("**Affected Party**") will stand suspended to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives a written notice to the other Party in respect of that Force Majeure Event ("**Suspension Notice**") until the cessation of the Force Majeure Event.
- (d) If Supplier is unable to supply the Products in accordance this Agreement, as a result of the occurrence of an event of force majeure as defined in this Agreement:
- (e) Supplier will immediately notify JFL in writing of the anticipated extent and duration of its inability to supply the Products.
- (f) Supplier will assist JFL to arrange for alternative suppliers for the Products during the subsistence of the force majeure event in order to ensure the continuous supply of the Products.

- (g) Notwithstanding anything mentioned above, JFL shall have the right to Terminate this Agreement if the force majeure event subsists for a period of more than 10 (Ten) days from the date of the Suspension Notice, during which period Supplier has been unable to deliver the Product as per the requirements of JFL and no satisfactory alternative arrangements have been made to ensure continuous supply of the Product.
- (h) The Affected Party must use its best endeavor to remove the effect of each Force Majeure Event affecting the performance of this Agreement.

17. TERMINATION

- (a) JFL shall be entitled to Terminate this Agreement with a prior notice in writing of not less than 15 (Fifteen) days if:
- (i) Supplier fails to perform or observe any obligation, covenant or condition to be performed or observed by the Supplier under this Agreement and Supplier fails to cure any such breach within seven business days after receipt of written notice thereof from JFL; or
 - (ii) any representation or warranty made by Supplier in this Agreement proves to be false, misleading or incorrect when made.
- (b) Notwithstanding anything mentioned in Clause 17 (a) above, JFL may immediately Terminate this Agreement without prejudice to any other rights or remedies it may have and to recover from Supplier the amount of all losses and expenses suffered by JFL as a result of such Termination (including the cost of sourcing supplies from some other supplier) by giving notice to Supplier , if Supplier breaches or in breach of any of its obligations of confidentiality agreed herein or any other confidentiality agreement entered into by the parties;
- (c) Notwithstanding anything to the contrary contained in this Clause 17(a) or 17(b) , Either party may terminate this Agreement at any time after giving 30 days written notice without assigning any reason.
- (d) In case of Termination, the following shall be binding on both the parties:
- i. Either Party will not represent the other in any of its dealings. That the either Party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that such Party is the other Party's promoter and marketer of its Product.
 - ii. Supplier shall stop using JFL name, trade mark etc. in any audio or visual form or in any manner in relation to its business.
 - iii. Supplier shall not be eligible to claim any amount of loss, damage, costs or compensation by whatever name called for Termination of Agreement
- (e) This Agreement shall continue to apply to any Purchase Order placed before Termination of this Agreement, if the ordered Products are delivered and accepted after Termination of this Agreement. The provisions of this Agreement that, by their nature, are intended to survive Termination, shall survive Termination of this Agreement.
- (f) JFL shall not be liable to the Supplier or any third party by virtue of Termination of this Agreement for any reason whatsoever for any claim for loss or profits, consequential damages, on anticipated bookings for the other party or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the Such Party in connection with their business made in reliance upon this Agreement.

- (g) On termination of the Agreement, Supplier shall not thereafter prepare or Supply the Product and not later than seven days after JFL's request:
- return to JFL all other documents provided to the Supplier by JFL;
 - ensure that all copies of JFL's confidential information, know-how and/or any information of a technical nature relating to the Product or of a confidential nature and supplied by JFL to the Supplier will be returned to JFL or destroyed by the Supplier at JFL's option;
 - settle the accounts with JFL including any advances made by JFL; and
 - provide JFL with all reasonable support with respect to any investigation required by JFL or any regulator with respect to the Supply of the Product carried out prior to such termination or withdrawal even after such termination or withdrawal.

Notwithstanding anything contained in Clause 17(a) to (g), the termination of the Agreement is not on account of breach committed by the Supplier nor where the Supplier has terminated the agreement, JFL shall pay to the Supplier the cost of all raw and packing material lying in stock as of the date of termination (exclusive to JFL). JFL shall also pay the Supplier all the non-cancellable orders (exclusive to JFL) which the supplier had placed in line with the forecast issued by JFL before the date of termination.

18. LAW, REGULATION AND TAXES

- All applicable laws, ordinances, statutes, rules, regulations, orders or decrees in force during the currency of this Agreement shall apply to and be complied with by Supplier, its employees, officers, agents and / or representatives. Supplier shall pay all applicable taxes, levies, duties, cess and statutory and legal imposts payable in connection with the Agreement. Supplier shall also promptly pay all applicable statutory and legal dues and benefits to its employees, agents or any other person (s) engaged by it in relation to this Agreement.
- Supplier shall also be responsible for supervision, control, granting leave, payment of wages, and any other sums as prescribed by law for to its employees, agents and other person(s) engaged by it for the purpose of this Agreement. Supplier undertakes to comply with all applicable laws as applicable to its industry including but not limited to The Child Labor (Prohibition and Regulation) Act, 1986.

19. RECIPES, TRADE MARKS, LOGOS & TRADE NAMES

- Supplier agrees that any Recipes, Trade Marks, Logos, Trade Names or Identifying Slogans which are the property of JFL cannot be used by Supplier for any purpose which is not authorized in writing by JFL. Supplier shall also not use the Recipes, Trade Marks, Logos, Trade Names or Identifying Slogans of JFL without prior written authorization of JFL.
- Supplier further agrees that any new product development which has been done for JFL in joint collaboration with JFL from the recipe provided by JFL or co-creation during the currency of this Agreement shall be treated as trademark, recipe of JFL and shall also be governed by the terms and condition of this Agreement except commercials

and specifications for which parties agree to sign a supplementary agreement.

- (c) Neither party shall publish, nor cause to be published any advertisement or make any representations oral or written which might confuse, mislead or deceive the public which are detrimental to the trade name, goodwill or reputations of the other party.
- (d) JFL may withdraw the permission for the usage of its Intellectual Property rights which it may have granted in writing at any time during the subsistence of this Agreement.

20. INDEMNITY

- (a) The Supplier shall indemnify and keep fully and effectively indemnified JFL, its directors, affiliates, officers, agents and employees (together referred to herein as the "**Indemnified Party**") and each of them from and against all claims, losses, costs, injuries, damages and expenses (including attorney fees) that may be incurred by the Indemnified Party arising out of:
 - i. The breach, default or non-performance of this Agreement by the Supplier;
 - ii. Non-compliance with any terms of the Consents;
 - iii. Failure to obtain (or keep in full force and effect) any Consents, permits, approvals or licenses including without limitation with respect to the manufacturing facility of the Supplier, employees, environment, factory and/or the dispatch or storage of the Product;
 - iv. Non-compliance with any requirements of applicable Law by the Supplier including but not limited to FSS Act & Regulations and Legal Metrology Act & Regulations;
 - v. Any improper or negligent performance, act or omission by the Supplier or any of its officers, employees, sub-contractors or representatives or due to any accident leading to a third party liability;
 - vi. All liability associated with employment of the employees of the Supplier, including but not limited to salary, income tax, statutory employee/worker benefits, insurance, workmen's compensation, traffic and other infringements;
 - vii. Any misrepresentation, lapse, lack of documents or failure on the part of Supplier with respect to filing forms, documents, returns or computing assessments other applicable taxes;
 - viii. Any defect in the Product, or any defect in packing of the Product, any lapses in the storage of the Product, any delays in the delivery of the Product including without limitation, any such defect owing to any physical attributes, foreign matters and other contaminating or adulterated substances or ingredients at the manufacturing facility of the Supplier and/or its surroundings; and
 - ix. Any act of omission or commission under the terms and conditions of this Agreement, Performance Standards and/or Specifications, for which the Supplier is responsible and/or for violation of any tax Laws or any other Consents pertaining to or relating to the Supply of the Product.

- (b) The Supplier shall reimburse JFL the cost of Product/ items / materials in case of any damage/ breakage due to the reason attributed to Supplier or Supplier's resources during execution and validity of the Agreement.
- (c) The Supplier shall compensate JFL in the event of injury or damage or death caused to JFL's resources (movable and immovable) or JFL's property (movable and immovable) for the reasons attributable to Supplier / Supplier's resources.

21. NOTICES

- (a) Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by telex or legible telefax addressed to the intended recipient at its address mentioned above in the agreement set forth below, or to such other address or telex or telefax number as either Party may from time to time duly notify to the others.
- (b) Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and at the time of dispatch in the case of service by telex or telefax, subject to the sender having received a sent receipt.

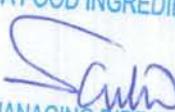
22. DISPUTES RESOLUTION AND JURISDICTION

- (a) Any dispute, controversy or claim ("Dispute") arising out of, relating to, or in connection with this Agreement, Termination or validity hereof, shall initially be resolved by amicable negotiations among executives of the Parties and, if not resolved through such negotiations shall be referred to a sole arbitrator to be mutually appointed by both the Parties. The award passed by the sole arbitrator shall be final and binding on the Parties. The arbitration shall be conducted under the Arbitration and Conciliation Act 1996 (the "Arbitration Rules") as amended time to time. The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
- (b) During the arbitration, the Parties shall continue to fulfill their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.
- (c) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned. The award may include an award of costs, including reasonable attorneys' fees and disbursements.
- (d) This Agreement is governed by and will be construed in accordance with the laws of India. Subject to Arbitration clause, the Courts at Delhi alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

23. SURVIVAL

The obligations as defined in Clause 15, 17, 18, 20 and 22 shall survive even after the expiry of the Agreement.

For SYMEGA FOOD INGREDIENTS LIMITED


MANAGING DIRECTOR

24. MISCELLANEOUS

(a) Rights and Remedies

All rights and remedies provided for in this Agreement are cumulative and are in addition to, and not exclusive of rights or remedies otherwise available at law.

(b) Statement of Ethics

JFL is committed to conduct its business ethically and lawfully, JFL values its relationship with Supplier and expects utmost integrity and transparency in all the dealings. To that end, JFL expects that the Supplier also values its relations with JFL and will conduct its business ethically and lawfully. Throughout the term of this Agreement or any other document/ agreement/ arrangement between the parties, Supplier agree that neither it shall offer or give or agree to give to any person/employee of JFL any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other agreement or for showing or for bearing to show favor or disfavor to any person with a view toward securing a favorable treatment. For any kind of grievances or integrity issue noted while dealing with JFL or any of its representatives, employee, associate etc., Supplier is advised to promptly raise its concern at www.cwiportal.com or report through an email to ombudsman@jUBL.com.

(c) Severability

Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality, or enforceability of any other clause or portion of this Agreement shall not be affected thereby.

(d) Sub-contracting & Assignment

- i. The Supplier cannot sub contract or assign the Agreement in whole or in part without the prior written consent of JFL (acting in its sole discretion) and any such consent shall not be deemed to relieve the Supplier of any of its obligations and liability to JFL pursuant to this Agreement.
- ii. JFL shall be entitled at any time by notice in writing to the Supplier to assign the whole or any part of its rights and obligations under this Agreement to any affiliate or to any successor in title to the whole or part of JFL's business.

(e) Amendments and Modifications

This Agreement may not be terminated, modified, amended or waived orally but only through a document in writing signed by the authorized representative of the JFL and Supplier.

(f) Relationship of Parties

It is clarified that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any principal-agent relationship between the JFL and Supplier. Except as expressly provided in this Agreement, no fiduciary relationship exists between Supplier and JFL.

(g) Entire Agreement

This Agreement is the entire Agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are superseded by this Agreement. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement.

(h) Counterpart

This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all counterparts shall together constitute but one and the same instrument.

(i) Undertaking:

Supplier undertakes to comply with all applicable laws as applicable to its industry including but not limited to The Child Labor (Prohibition and Regulation) Act, 1986.

(j) Representations and Warranties

The Supplier hereby warrants, represents and undertakes to JFL that:
On the date of execution of this agreement, the Supplier is not a "Related Party" to JFL, in terms of relevant provisions of the Acts and Rules including but not limiting Companies Act, 2013 and Clause 49 of the Revised Listing Agreement (as amended, revised and applicable from time to time); Supplier further undertakes and confirms that, in case, during the validity and existence of this Agreement and any renewal thereof, Supplier becomes a Related Party to JFL as defined under relevant provisions mentioned hereinabove, it shall immediately notify JFL by way of written notice sent to the address specified for notices, in the Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands the day and year first hereinabove written.

For JFL Jubilant FoodWorks Ltd By the hand of its Authorized Signatory Signature with Stamp: Name: Title:	For Supplier SYMEGA FOOD INGREDIENTS LTD By the hand of its Authorized Signatory Signature with Stamp: Name: Santhosh Stephen Title: Managing Director
In the presence of Witness 1: Signature Name: S/o Residence Address:	In the presence of Witness 1: Signature Name: Mathews Jacob S/o Thomas Jacob ResidAddress: X/650D, Kottamala House, Kakkanadu-682030

ANNEXURE – A
Specifications along with fee

Particulars	RED PASTA SAUCE	CREAMY PASTA SAUCE	CHINESE CHILI SAUCE	KUNG PAO
JFL name of products	ChefBoss Pasta & Pizza Sauce	ChefBoss Creamy Pasta Sauce	ChefBoss Chilli Chinese Stir Fry Sauce & Dip	ChefBoss Kung Pao Cooking Sauce
SKU	300g (Spout Pouch)	200g (Spout Pouch)	200g (Spout Pouch)	200g (Spout Pouch)
RM Cost/kg	58.32	107.27	42.93	40.24
RM Cost/pack	17.50	21.45	8.59	8.05
PM Cost/pack	9.01	8.02	8.02	8.02
Conversion Cost/pack	9.00	6.00	6.00	6.00
Total Cost/pack	35.51	35.47	22.61	22.07
Margin	3.55	3.55	2.26	2.21
EXW/Pack	39.06	39.02	24.87	24.27

It is agreed between the Parties that Specification and fee shall be discussed and mutually agreed between the Parties' time to time whenever required.

For SYMEGA FOOD INGREDIENTS LIMITED


 MANAGING DIRECTOR