**SERVICE AGREEMENT**

This Service Agreement (“The Agreement”) is made and executed on this \_\_\_\_\_\_ day of June, 2024; by and between

**Riot Labz Private Limited**, a company incorporated under the Companies Act, 2013 having its registered office at 2, Commercial Complex, Mayfair Garden, Near Hauz Khas, New Delhi-110016 and having its office at A21, Hosiery Complex, Phase-1, Yakubpur, Noida-201305 represented through its Authorized Signatory Mr. Ashish James (hereinafter referred to as “Company”, which expression shall mean and include its legal representative, agents, assignees and executors) of the **First Part**.

**AND**

established under the law of India having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented through its Authorized Signatory Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “ Service Provider”, which expression shall mean and include its legal representative, agents assignees and executors) of the **Second Part**.

**RECITALS**

**WHEREAS:**

1. Company is engaged in the business of designing, manufacturing, marketing, selling, distributing and operating software and product related to (i) automation of home and other appliances in India and abroad; and (ii) internet of things and other electronics.
2. Service Provider represents and warrants that it has all expertise and sufficient manpower and all authority, license, permission under the relevant applicable laws to provide job work services as defined below.
3. Based on the representation as made by the Service Provider, Company desire to obtain job work services of the Service Provider and Service Provider agree to provide the said services on the terms and conditions as set forth hereunder.
4. Company and Service provider collectively be referred as “the Parties” and individually as “the Party’)

**NOW THEREFORE,** in consideration of the mutual promises and covenants herein contained, the parties agree to the following:

1. **Scope of Work** 
   1. Service Provider agrees to provide the services to the Company as specified in **Schedule-I** attached hereto (**“the services”**) and Service provider irrevocably agrees, confirm and warrant that it has all authority, license, registration and authorization to perform the services under the applicable laws and have expertise and sufficient mean to perform the services with promptness and diligent manner.
   2. Service provider warrants that it shall comply with the instructions, quality parameters, time schedule and specifications as prescribed in this Agreement and in line with any specific parameters provided by the Company from time to time, relating to performance of aforesaid services.
   3. Service provider acknowledges and agrees that this Agreement neither constitute an exclusive agreement between Company and Service Provider, nor Company commit or guarantee any volume of availment of services or monetary amount thereof (other than as contemplated in this Agreement) and there is no obligation on Company to avail services from Service Providers. Further company shall have the liberty to avail such services from any other third party, as it may deem fit.
   4. Service Provider represents and warrants to Company that the Services shall be performed in a professional manner, in compliance with the applicable laws, product specification and repair information. Service Provider Agrees to follow Company direction and service procedure in providing Job Work services for the product.
   5. Service provider shall establish and maintain a quality plan and inspection program sufficient to assure that the Product repaired by the service provider shall meet the requirement stated in specifications and repair information and service procedures of the products. Service provider shall keep and maintain proper repair, test and related records, which shall be available for inspection by the company and shall allow copies to be made and extract to be taken and shall furnish all information which may require by company with respect thereto.
   6. Apart from the services provided by the Service Provider in terms of this Agreement, Company may initiate a request for additional services, will be mutually discussed and agreed between the parties in writing, from time to time by executing one or more work/purchase order. Notwithstanding any terms and conditions for the Work Order (s) to be mutually agreed to in writing by the parties, the terms and conditions of this Agreement shall also apply to and govern all work order (s) accepted by the Service Provider in terms of this Agreement. Service Provider shall comply with all applicable laws including labour laws and other employment related laws.
2. **Service Fees**
   1. In consideration of the services to be provided by the Service Provider, Company shall pay to Service provider only such fees and charges (hereinafter collectively referred to as “Service Fees”) as described in **Schedule II** hereof. The payment of Service Fees shall be subject to applicable withholding taxes and company shall provide within timeframe under applicable law, the relevant certificate as required to be issued under applicable law in support of withholding and payment of such amount to the relevant governmental authority. Company shall not liable to pay any fees, charges, amounts or expenses that are not expressly provided in this agreement, unless otherwise agreed between the parties in writing.
   2. The Service Fees shall be exclusive of any indirect taxes as per applicable law
   3. The payment of service fees shall be made on monthly basis and payment shall be due within \_\_\_\_\_ days of receipt of correct invoice from the service provider along with the required supporting documents. There will be no penalty whatsoever for delay in making payment. Company may dispute any invoice provided that Company shall notify the service provider in writing of each disputed item, specifying the amount thereon in dispute and set forth in details, the basis of such disputes within 15 days of the receipt of invoice from the service provider. In the event of such dispute, Service provider and Company shall attempt to reconcile their difference and any resolution by them as to any disputed amount shall be final and binding. Any delay in payment on account of such dispute between company and service provider with respect to invoice services, Company shall have right to pay only the undisputed amount.
   4. The Service Provider shall be solely responsible for making all statutory payments and taxes relating to its employees and sub-contractors those who are involved in respect to the Services relating to this Agreement (if applicable) or otherwise applicable including payments related to provident fund, gratuity, etc. as applicable and shall provide the documentary evidence as requested by Company with respect to the same to Company as and when called for, within 5 (five business days from the date of such request, without fail and submit the same every quarter, and if no such request for documentary evidence is requested by Comapny, the Service Provider shall not be obligated to provide the said documentation.
   5. The Service Provider shall be solely responsible to pay to the relevant statutory / governmental fees and the relevant taxes, levies, duties, assessments and deductions of such nature as required by applicable law in connection with providing the Services under this Agreement and hereby indemnifies, defends and holds harmless Company its directors, officers, employees, representatives 6 and agents from any and all liabilities that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments or deductions (including, among other things, any penalties and interest thereon assessed by any state or local government authority against Company and all costs and expenses including attorney’s fees included in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will Company be responsible for payment of any taxes based on the Service Provider’s net income or gross receipts or such taxes based on the Service Provider doing business in any particular jurisdiction, however Company shall be entitled to withhold from payments any and all taxes and other amounts as may be required from time to time under applicable law. .

**3. COMPLIANCE WITH GOOD AND SERVICE TAX (GST)**

Service Provider shall comply with all the compliance requirement under GST Law and subsequent amendment thereto. This shall include (but not limited to).

1. Issuing invoice/debit notes/revised invoices/credit notes as per the prescribed format, containing all the information as is required by Company to avail input tax credit basis such invoices/debit notes/revised invoices.
2. The Service Provider’s location, address and GST registration number, harmonised system nomenclature code / service accounting code for every supply of goods and/or Services and applicable GST rate with proper bifurcation of tax must be clearly specified in the invoices.Ensuring that the invoice issued by the Service Provider is received by Company within 30days from the date of the issuance of the invoice by the Service Provider
3. Submission of periodic returns as per the GST laws within specified time lines with complete and correct details as may be prescribed.
4. Deposit of tax within the due dates as may be prescribed.

It is also specifically agreed that if any amount of credit, refund or any other benefit is denied or delayed to Company or any penal charge is imposed on Company due to:

1. Any non-compliance by the Service Provider including but not limited to failure to upload details of supply on GSTN portal, failure to pay GST to the Government: or
2. Non-furnishing or furnishing of incorrect or incomplete documents/details/information by the Service Provider.

Service Provider shall be liable to reimburse the loss which accrues to Company on the aforesaid account. Alternatively, Company shall be entitled to withhold the payment of all subsequent bills issued by Service Provider and reimburse to Company.

**4. CAPITAL GOODS FOR SERVICES**

For the Job works Company has transferred its capital goods to the Service Provider as mentioned in Schedule-III as per the terms and condition set forth hereunder: -

4.1. Service Provider shall acknowledge the receipts of the Capital Goods as mentioned in aforesaid Schedule-III, shall be integral part of this Agreement.

4.2. Service Provider shall keep capital goods with utmost care and shall return entire capital goods in working condition.

4.3. Company and its representative shall have right to inspect the Capital goods time to time and may ask to return the capital goods as per its requirement. That the quantity of capital goods may be added or removed from the Schedule-III as per actual.

4.4. Service Provider shall use the goods exclusively for the purpose of Job work to be performed for the Company. In case Service Provider found to employ the Capital Goods for other than the defined purpose or for any third party without obtaining prior permission, then Company reserved the right to recover that value on which the said capital goods was actually purchased.

4.5. Responsibility of procurement of Capital goods/Assets as required for Job work shall lies with the Company and Service Provider shall not procure the same.

4.6. After the goods are handed over to the Service Provider, it shall be responsibility to keep the capital goods in working condition and to bear all associated maintenance cost for the same.

4.7. That after the expiry or termination of this Agreement, Service Provider shall promptly return the Capital goods to the Company. If in case Service provider failed to deliver the Capital goods within 3 days of the expiry or termination of this agreement, then Company shall be entitled for rental charges for said capital goods. Rental Charge shall be decided mutually by the both parties in writing only.

**5. Relationship of Parties**

Both parties are in independent business and nothing in this Agreement creates a joint venture, partnership or relationship of agency between the parties and except authorized herein neither party has any authority to act, make representation, or contract on behalf of the other party. There shall be no employer-employee relationship between Service Provider and Company.

**6. Confidentiality**

Both Parties must not disclose or leak the other party’s confidential information of business transaction or technology obtained through the business relationship to the third party without obtaining prior written approval from each other.

**6. Terms and Termination**

6.1. The term of this Agreement shall commence from \_\_\_\_\_\_\_\_\_\_ and remain valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_ unless terminated earlier (hereinafter referred to as **“Term”**) in accordance with the terms of this Agreement.

**6.2.** Either party may terminate this Agreement

6.2.1. if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach and intention to termination; or

6.2.2 Immediately upon written notice, if any of the followings circumstances occur: (a) if the other party become insolvent or unable to pay its debts in the ordinary course of business; (b) if a voluntary petition under applicable bankruptcy or other insolvency law is filed by the other party; (c) if a receiver is appointed for the business affairs of the other party or the other party makes an assignment for the benefits of creditors; (d) if other party liquidates or ceases to do business as going concern.

**6.3.** Service provider and Company shall have the right at any time and for any reason to terminate this Agreement upon thirty days written notice to other party and upon such information Service provider shall immediately cease all work in connection with this Service Agreement. In the event of termination by any Party under this section 5.3 Service Provider shall have right to claim unpaid fees and approved expenses relating to the portion of the services actually performed till the date of termination, subject to submission of correct invoice in accordance with this Agreement.

6.4. Upon the termination, expiration or completion of this Agreement, Service Provider shall immediately, as the case may be and as Company reasonably requires; (i) return all materials and documents (ii) deliver all complete or partially completed deliverable and works in progress under this Agreement (iii) expediently and cooperatively disengage the services (iv) refund any excess amount paid by the company.

**6.5.** Except as expressly set forth herein, termination or expiration of this Agreement shall not serve to terminate or cancel any of the respective rights and obligations of the parties, which arose hereunder during the terms of this Agreement and which by these terms must remain valid and enforceable to give effect to their meaning including without limitation, indemnification, liability and loyalty provisions hereof.

**7. INDEMNITY**

**7.1.** Service provider hereby agrees to protect, defend, indemnify and hold harmless the Company, its employees, officers, directors, agents or representative from and against any and all liabilities, damages, fines, penalties, arising from and relating to:

a). any breach by service provider of any statue, regulations, direction, orders or standards of any governmental body or regulation applicable to service provider including but not limited to applicable laws.

b). any material breach of the terms and conditions in this Agreement by service provider.

c) any claim of any infringement of any intellectual property right or any other right of any third party in respect of services as described in this Agreement.

d) on account of any improper disclosure of confidential information or of an alleged breach of confidentiality and security of data occurring as result of acts, omission, and commission from the part service provider’s personnel

e) on account of any negligence, fraud and misrepresentation of the Service provider.

f) any claim, penalties, fines and duties imposed upon the company from any statutory authority, regulators due to negligence by the service provider in performance of its duties and obligations under this Agreement.

**7.2.** The provision of this clause shall survive the termination and expiry of this agreement.

**8. Representations and Warranties:-**

**8.1.** Each party represents and warrants to and covenants with the other party that:

(a) it has requisite corporate capacity to execute this Agreement, grant the right and licenses granted herein to perform this agreement in the other aspacts;

(b) Upon execution and delivery, this agreement shall constitute its legal, valid and binding obligations enforceable against it in accordance with its terms; and

(c) it shall perform its obligations hereunder in accordance with all the requirements of the laws.

**9. Publicity.**

Neither party shall, without first obtaining the prior written consent of the other party, in any manner advertise or publish the fact that either party has entered to this Agreement, or use any trademarks or trade names of the other party in advertising or promotional manner. In the event that one party required by law to make disclosure or press release the review and approval of the other party of such press release shall not be unreasonably delayed or withheld.

**10. Governing Law:**

This Agreement shall be governed by and construed in accordance with the Laws of India, without giving effect to any choice of law or conflict of law provisions. All disputes shall be settled in accordance with the provisions of this Agreement in accordance with the laws in force in India. The Courts at Delhi shall have exclusive jurisdiction in respect of all disputes arising from this Agreement.

**11. Disputes Resolution:**

Any disputes arising out of this Agreement shall be resolved through mutual negotiations and discussion, in case if that failed, then through Sole Arbitrator in accordance with the provision of Arbitration and Conciliation Act, 1996 (as amended time to time). Both parties Agree to choose Delhi Internation Arbitration Center (DIAC) at Delhi as Arbitration Venue to resolve the disputes. Arbitration Proceeding shall be conducted in English Language only. Award if any passed by the Arbitrator shall be binding on both parties.

**12. Miscellaneous:**

**12.1.** The waiver of either party of a breach of any provision of this Agreement shall not constitute a waiver of succeeding breach of the same or any other provision. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the right to require such performance in the future.

**12.2.** All notices required or permitted to be given by either party to other party under the terms of this Agreement shall be written in English and shall be effective on the day of service if served personally or by facsimile transmission with confirmation, or three business days after mailing if mailed, All notices and correspondence concerning this Agreement shall be sent to the parties here to:

**If to Service Provider**

**Accurate Profile**

**If to Company**

Riot Labz Private Limited

A-21, Block A, Yakubpur, Noida Phase-1

Noida, Gautam Budha Nagar, UP-201305

12.3 The invalidity, in whole or in part, of any article or paragraph hereof shall not affect the validity of the remainder of such article or paragraph or of any agreement resulting therefrom.

12.4. This Agreement, together with the Schedule hereto and any other attachment, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous oral or written communication, understandings or agreements with respect to subject matter hereof are superseded. This agreement may not be modified or amended except by an instrument in writing signed by a duly authorized representative of each of the parties.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES FIRST WRITTEN ABOVE.**

For and Behalf of Company For and behalf of Service Provider

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Mr. Ashish James Name:

Title: COO Title:

Schedule-1

(**Scope of Work)**

**SCHEDULE-II**

**(Service Fees)**

**Schedule-3**

**(List of Capital Goods)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Date | **Particulars** | **Voucher No.** | **Part No** | **Part Name** | **Type** | **Quantity** |
| 13/Sep/22 | Accurate-Profiles | JW/22-23/0560 | P2390 | Guage - Sound Bar | CG | 1 |
| 15/Sep/22 | Accurate-Profiles | JW/22-23/0570 | P1396 | PVC Sc Sound Bar Body/Extrution Mould | CG | 1 |