



महाराष्ट्र MAHARASHTRA

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SUBJECT: INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

DHL SUPPLY CHAIN INDIA PRIVATE LIMITED

AND

D.M INDUSTRIES

For D.M INDUSTRIES
Shayam
Proprietor

Service Provider: _____

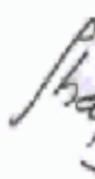




SUBJECT: INDEPENDENT CONTRACTOR AGREEMENT

COMPANY	SERVICE PROVIDER
DHL SUPPLY CHAIN INDIA PRIVATE LIMITED	Name: D.M INDUSTRIES
Registered Office:	Regd. Office Address: H.N 71, New Palam Vihar, New Delhi Pin- 122001.
702, 7 th Floor, Tower B, 247 Park, Vikhroli West, Mumbai - 400083	Proprietorship / Partnership / Company
Branch Office Address:	Registration No.:
	(If Partnership / Company)
	PF : 31560
	ESIC : 69-00-050358-000-1001
Represented by:	GST : 07AAECD6334M1ZF
Name:	PAN : AAECD6334M
Designation:	BS&ESTB:
Any other Insurance Policy: (Please mention)	
Authorised Representative:	
Mr. : Thakur Dutt	
Designation : Director	
Residential Address:	
(If Proprietor / Individual)	

For D.M INDUSTRIES


Proprietor

Service Provider: _____



Independent Contractor Agreement

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Contact Nos.: Registered Office:	Contact Nos.: Office:
Phone No.: 022 - 6136 2000	Phone No.:
Fax No.: 022 - 6136 2090	Fax No.:
Branch Office:	Phone No.:
Phone No.:	Mobile No.: 9212476164
Term:	
Commencement Date : 1 st April 2020	Proposed Ending Date: 31 st March 2023

Services shall be provided as per following Terms and Conditions

For DM INDUSTRIES

Proprietor

DHL



Service Provider:



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made on the 18th day of February, 2021

BETWEEN : **DHL SUPPLY CHAIN INDIA PRIVATE LIMITED**

(hereinafter referred to as "DHL")

AND :

D.M INDUSTRIES

(hereinafter referred to as "Service Provider")

(DHL and the Service Provider are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS

1. DHL offers supply chain and logistics solutions, including warehouse management and distribution services to its customers in India and for the said purpose are desirous of appointing an external agency as an independent contractor to perform services more particularly described hereinafter on "Job Contract Basis".
2. The Service Provider more particularly described in the Cover Note attached to this Agreement is in the business of providing services to various customers and has approached DHL for providing certain services described hereinafter and has represented to DHL that it has the necessary infrastructure, resources and relevant experience in performing the

For **D.M INDUSTRIES**

Shaffiq

Proprietor





services to the complete satisfaction of DHL and is currently engaged in the provision of the said services to a large number of persons and corporates as detailed in Annexure E.

3. DHL, on the request of the Service Provider and the representations made by the Service Provider as aforesaid, has agreed to avail of the Service on the terms and conditions appearing hereinafter.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SERVICE

The Service Provider agrees and undertakes to provide the Services ("Service") to DHL as detailed in the Scope of Service (**Annexure A**) attached herewith which Annexure A forms part and parcel of this Agreement. DHL will be free to amend the Scope of Service stated in Annexure A as and when it deems fit and at its sole discretion and the Service Provider shall thenceforth be liable to provide such Services as per such amended Scope of Service. The preamble, cover note and annexure hereto shall form an integral part hereof.

2. DEPLOYMENT OF PERSONNEL

2.1 During the term of this Agreement, the Service Provider shall provide the Service from time to time by deploying trained, experienced and honest work force as per the requirements of DHL in accordance with the provisions hereof.

2.2. The Service Provider shall appoint and/or engage the personnel deputed/deployed for rendering the Service by issuing appropriate appointment/engagement letters to them in the name of the Service Provider.

For DM INDUSTRIES

Shrikant
Proprietor

DHL



Service Provider: _____





- 2.3 The Service Provider at his sole discretion will decide the *modus operandi* as to engage the number of workers by him for rendering proper and efficient services and to conform to the prescribed standard of the Service as set out in this Agreement. DHL will not have any concern with workers engaged by the Service Provider nor will any of DHL's employees supervise, issue directions to the workers of the Service Provider with regard to the manner of execution or completion of the job. DHL will have no control, either administrative or supervisory over the workers of the Service Provider.
- 2.4 The Service Provider shall also employ trained supervisor/s to supervise, control and guide the personnel deployed by the Service Provider for providing the Service. DHL will have privity of contract with the Service Provider only and will give instructions to the Service Provider alone and will have nothing to do or be concerned with the conditions of employment of the workers working for the Service Provider.
- 2.5 DHL will not retain any control, supervision or say in the matter of disciplinary action against the workers engaged or employed by the Service Provider.
- 2.6 The Service Provider shall ensure that the said Service is provided uninterrupted for such periods as may be required by DHL from time to time. The Service Provider shall reduce or increase the workforce as and when exigencies of the work require.

3. TERM

- 3.1 This Agreement/Arrangement shall commence and is proposed to end on the dates mentioned in the Cover Note, unless extended further by DHL in writing.
- 3.2 However, this Arrangement can be terminated at any time by either party by giving one month's notice in writing. Provided that if in the opinion of either party, the opposite party has breached any term or condition of this Agreement, either party shall be entitled to terminate this Agreement forthwith by giving notice to that effect to the Service Provider. In no event whatsoever, shall the Service Provider be entitled



Service Provider: _____

For DM INDUSTRIES

Proprietor



to claim or recover any amount by way of compensation for termination of this Agreement.

3.3 Notwithstanding anything contained herein this agreement DHL reserve its right to terminate this agreement with immediate effect without assigning any reason and In no event whatsoever, shall the Service Provider be entitled to claim or recover any amount by way of compensation for termination of this Agreement.

4 TERMS OF PAYMENT

- 4.1. In consideration of the Service Provider providing the Service to DHL to its complete satisfaction, DHL agrees to pay the Service Provider, on a monthly basis, compensation as specified in **Annexure B** hereto. The Service Provider shall raise the invoice at the end of the month. All payments shall be subject to submission of proper and correct invoice and also deduction of tax at source as per prevailing laws. If the Service rendered by the Service Provider is not upto the desired standards then DHL shall be entitled to make such deductions as stipulated under this Agreement.
- 4.2. There will be no increase in the Service Charges unless agreed by DHL, in writing.
- 4.3. The Service Provider agrees that no payment shall be made by DHL in the event the copies of challans depositing PF / ESIC for previous month are not enclosed with the invoice.
- 4.4. If the Service Provider fails to invoice DHL for any amount within Sixty (60) days after the date/month on which the Services in question are rendered, Service Provider agrees to and shall waive any right it may otherwise have to invoice for and collect such amount.
- 4.5. For the purposes of this Agreement, GST shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') and/or the Integrated Goods and Services Tax ('IGST'), any cess or other taxes as may be applicable.



Service Provider: _____

For DM INDUSTRIES


Proprietor

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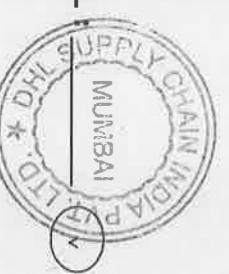


- 4.6 The Service Provider shall ensure that it /he/ she fully complies with GST and failure on part of Service Provider amounting to any discrepancy or inability of DHL to get credit shall be adjusted from any subsequent payments that DHL is liable to pay to Service Provider.
- 4.7 Wherever domestic reverse charge provisions are applicable under GST legislation, no GST should be charged by Service Provider to DHL and the GST would be paid by DHL under reverse charge mechanism.
- 4.8 Service Provider shall indemnify DHL for any liability/ rejection of credits that arises on account of dispute related to HSN/ SAC classification, if Service Provider adopts any wrong classification. Further, if any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by DHL due to failure/ mistake of Service Provider to comply with the GST legislation or because of a demand/ recovery initiated by any revenue authority under GST legislation; Service Provider shall indemnify and keep DHL indemnified for the same.
- 4.9 DHL will only make payment by cheque/bank account transfer. Correct Purchase Order Numbers and correct delivery/provision of service address must be quoted on all invoices and any correspondence carried out by the Service Provider, if such Services are provided under a specific Purchase Order.
- 4.10 Failure to comply with the requirements of billing as set out in this Agreement will excuse delays in payments by DHL and the Service Provider shall waive all claims in this respect.
- 4.11 Service Provider shall also issue a no dues certificate in the format annexed hereto as Annexure F within 15 days of the completion of each quarter.

For DM INDUSTRIES

 Proprietor

Service Provider:





4.12

DHL reserves the right to terminate the services rendered by the Service Provider based on the results of the Due Diligence Questionnaire (DDQ) upon its completion should it deem that there are risks associated with the Service Provider that cannot be mitigated as advised by DHL Compliance Office in view of the Covid-19 pandemic where unforeseen delays in DDQ completion is expected.

5 SERVICE PROVIDER'S RESPONSIBILITY

5.1

Service Provider shall alone determine the service conditions of persons engaged by the Service Provider and it shall be solely responsible and liable for hiring, controlling, transferring to other establishments, replacing the persons arising out of transfers/separations, and directly terminating their services and for payment of salaries, wages and other legal dues of the employees who are employed/engaged by the Service Provider for the purpose of rendering the Service under this Agreement and shall maintain proper books of accounts, records and documents. The personnel shall always be under Service Provider's direct control or supervision and the Service Provider shall be free to transfer such personnel in accordance with its needs provided that the Service Provider ensures the fulfillment of its obligations under this Agreement.

5.2

Service Provider shall employ sufficient supervisory personnel to supervise the work of the Service Provider's employees so as to ensure that Service rendered under this Agreement is carried out to the satisfaction of DHL.

5.3

Service Provider shall ensure that no employees of the Service Provider will enter or remain on DHL's premises unless absolutely necessary for fulfilling the Service Provider's obligation.

5.4

Service Provider shall forthwith remove from the premises any servant or other person or persons employed by the Service Provider or any other outsider / person connected with it if they do not comply with the terms and conditions as set out in this Agreement.

For DM INDUSTRIES

Shrikant Patil



Service Provider: _____

Proprietor

Independent Contractor Agreement

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- 5.5 Service Provider shall on monthly basis, as applicable, produce the following documents for verification to the Human Resources Department of DHL or of any agency appointed by DHL to ensure that the statutory compliances are fulfilled and are upto date.
 1. Copy of License, if applicable, granted under the Contract Labour (Regulation & Abolition) Act, 1970;
 2. Provident Fund (PF) and Employee State Insurance (ESI) code numbers of the establishment of the Service Provider;
 3. PF and ESI nos. of every employee working on this Agreement;
 - Wage Register (Form XIII);
 - Muster Roll (Form XII);
 - Photocopies of Challan for monthly contribution to P.F & E.S.I.;
 4. Periodic Returns such as Form 6 for E.S.I, Form 3A & 6A in respect of PF etc.
 5. Remittance proof of payment of ESIS contribution
 6. Remittance proof of payment of EPFS contribution
 7. Remittance proof of payment of Profession Tax
 8. Acknowledged copies of ESIS Half Yearly Return (Form 6) in the month of May & November of every year
 9. Remittance proof of payment of Labour welfare Fund contributions (along with the invoice of June / December).
 10. Copy of Annual Return under the provisions Payment of Bonus Act (Form D) before 31st Dec. following the end of the concerned year.
 11. Copy of Annual Return under the Contract Labour (R&A) Act on or before 15th Feb. following the end of the concerned year.

DHL reserves right to withhold, adjust the payments due to the Service Provider to an appropriate amount to cover liability arising out of detected and continued non-compliance of any statutory obligations.

The Human Resources Department of DHL will communicate to the Service Provider, the date and time for making the above documents available for audit.

Service Provider: _____

For DM INDUSTRIES
Proprietor
Shashank



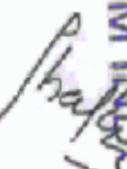
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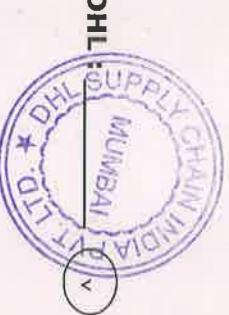
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- 5.6 Service Provider shall ensure that all personnel deployed in performance of the Service abide by the environment, health and safety guidelines of DHL and/or DHL's customers in whose premises the Service are performed under this Agreement. DHL shall not be responsible for death, injury or accidents to the Service Provider's employees which may arise out of or in the course of their duties on or about DHL's property and premises and in the event that DHL is made liable to pay any damages or compensation in respect of such employees, the Service Provider hereby agrees to pay to DHL such damages or compensation upon demand.
- 5.7 Service Provider shall not use the name of DHL and/or its affiliates in any manner either for credit arrangements or otherwise. It is agreed that DHL shall not in any way be responsible for the debts, liabilities or obligations of the Service Provider and/or its employees.
- 5.8 Service Provider shall not to do or suffer to be done in or about the premises of DHL anything whatsoever which in the opinion of DHL may be or become a nuisance or annoyance or danger or which may be adversely affect the property, reputation or interest of DHL.
- 5.9 Service Provider shall not to do or suffer to be done in or about the premises of DHL anything whereby any policy of insurance taken out by DHL against loss or damage by fire or otherwise may become void or voidable.
- 5.10 Service Provider shall be liable for and make good any damage caused to DHL's property or premises or any part thereof, to any fixtures or fittings thereof or therein by any act, omission, default or negligence of the Service Provider or its employees or associates.
- 5.11 Service Provider shall indemnify and keep indemnified DHL, its Directors, Officers and employees from and against all claims, demands, actions, suits and proceedings,

For DM INDUSTRIES


Proprietor



Service Provider: _____

Independent Contractor Agreement

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whatsoever that may be brought or made against DHL by or on behalf of any persons, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which DHL may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the Service Provider of any of the terms and conditions of this Agreement.

- 5.12 Service Provider shall address all bills, statement and any notice under this Agreement to the Branch Office address given in the attached Cover Note or as intimated by DHL in writing.
- 5.13 Service Provider shall be required to disclose any information or particulars pertaining to the workmen employed by them under this Agreement to any authority, statutory or otherwise and further grants DHL the right to check, investigate and verify the credentials of such persons.
- 5.14 The personnel engaged by the Service Provider shall always be tidily dressed in the uniform supplied by the Service Provider at its own cost. The pattern of uniform to be supplied by the Service Provider will be of a different pattern than as given by DHL to its employees. Further, the Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said Service, which at DHL's option, would be subject to verification at any time. DHL may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being tidily dressed. Safety shoes and/or any special uniform wherever provided by DHL to Service Providers personnel shall be used only inside the premises where the Service are to be performed.
- 5.15 Service Provider shall give leave / holidays to his personnel as per the provisions of Labour Laws applicable in the State.

For DM INDUSTRIES

Proprietor



Service Provider: _____





- 5.16 Service Provider shall ensure that its employees deputed at DHL locations are of good moral character, medically fit, of sound mind and not to be present at DHL or their client's establishment under the influence of alcohol or any drug. Furthermore, the service provider shall be responsible for the conduct, discipline and behaviors of their employees at all the time as and when they are providing the services to DHL.
- 5.17 If necessary DHL may ask the Service Provider or to its supervisor to prevent any employee engaged by them from entering the site of DHL whose presence DHL considers undesirable in the interest of DHL and or its employees and workmen.
- 5.18 DHL may if required, ask for information in connection with personnel provided by Service Provider regarding antecedents including past assignments, personal background, professional standing, qualifications, etc. which may be done by an independent Third Party. In the event of any discrepancy found which being of a serious nature, the Service Provider agrees to replace such personnel for providing Services with immediate effect.
- 5.19 It is understood between the parties hereto that the Service provider alone shall have right to take disciplinary action against any person(s) engaged/employed by it, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against DHL. DHL shall under no circumstance be deemed or treated as the employer in respect of any person(s) engaged /employed by the Service Provider for any purpose.
- 5.20 Service Provider is prohibited from employing any "child" as defined under The Child Labour (prohibition and Regulation) Act, 1986 or from deploying child labour or workers subject to any form of compulsion or coercion and shall ensure that all workers deployed to perform Service under this Agreement are above any applicable minimum age requirement and shall provide necessary proof of age of personnel deployed. No

For DM INDUSTRIES

Proprietor

Service Provider: _____



DHL



smoking is permitted inside the premises where the Service are to be provided and the Service Provider shall ensure that all personnel deployed for providing the Service adhere to this condition.

5.21 The Service Provider hereby agrees to take the full responsibility of notifying DHL if the Service Provider is qualified or gets qualified during the term of this Agreement as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"). To comply with the above requirement, PROVIDER is required to notify DHL in writing within thirty (30) days of coming under the ambit of the MSME Act as mentioned above. The Service Provider further acknowledges that in the event it fails to comply with the aforementioned requirement, DHL shall assume that the Service Provider does not fall under the ambit of the MSME Act to the extent provided above.

5.22 The Service Provider will not be entitled to assign or sub-contract the Agreement, in full or in part, without the express written consent from DHL. DHL, at its sole option, may allow sub-contracting, if it permissible under the applicable statutes and subject to the compliance of the Service Provider and the sub-contractor to such statutes.

6. STATUTORY COMPLIANCE

6.1 The Service Provider shall be required to comply with all the applicable statutory rules and regulations. The Service Provider shall furnish to DHL copies of appropriate registrations and compliance of all relevant laws, rules and regulations and shall maintain such registration/compliance in good order during the term hereof. DHL shall have the right to inspect all records maintained by Service Provider in this regard. In addition, the Service Provider shall at all times, during the term of this Agreement and thereafter, indemnify and keep indemnified DHL from all costs, expenses, damages and losses arising out of any and all claims made or actions taken or directions/orders issued by any statutory/government authorities whether in regard to this Agreement or otherwise.

For DM INDUSTRIES

A handwritten signature in black ink, appearing to read 'Shafiq'.

Proprietor



Service Provider: _____

Independent Contractor Agreement

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- 6.2 Service Provider shall comply with and undertake to comply with all applicable laws including but not limited to the Minimum Wages Act, Employees State Insurance Act, Provident Fund and Miscellaneous Provision Act, Payment of Bonus Act and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement etc. as also any other rules or regulations for time being in force, whether Central State, Municipal or otherwise, related or pertaining to the execution or performance of this Agreement.
- 6.3 Service Provider shall carry and maintain Workman's Compensation and insurance covering liability under common law that shall be applicable to and cover all Service Provider's employees engaged in accomplishing the Scope of Service of this Agreement. In addition, Service Provider shall also be required to carry insurance required by law.
- 6.4 The Service Provider hereby agrees to sign and adhere to the DHL Supplier Code of Conduct annexed with this Agreement, which form part of DHL's compliance requirement.
- 6.5 The Service Provider hereby represents and warrants that it shall:
 - (a) Immediately notify the DHL of its inability to comply with any rule or law or any other claim which threatens or endangers DHL or any of its subsidiaries' reputation, by way of media coverage. Service Provider must produce a written statement, immediately at the request of DHL concerning any such non-compliance issue;

For DM INDUSTRIES

Shayam
Proprietor

DHL



Service Provider: v



- (b) allow DHL full access to all accounting records kept by Service Provider, concerning this agreement, including a further right of audit by DHL designated team of all Service Provider's books concerning this agreement to determine the accuracy of the records ("right of audit");
- (c) indemnify DHL for all costs, claims and damages of whatsoever nature arising out of the negligence and/or default, howsoever caused, in relation to the performance of any part of the Services.

By authorizing DHL to audit its business, Service Provider expressly admits that unless specifically notified by DHL, DHL has no actual or constructive knowledge of its actions or omissions and therefore cannot be held responsible for having any such knowledge of Service Provider's action(s) due to DHL's said rights of audit as stated. It is hereby further agreed that Service Provider expressly excludes the reliance upon the said rights of audit as a defense and Service Provider absolves DHL of any liability whatsoever, in the event DHL or a third party commences any legal action against Service Provider, arising from any of Service Provider's own actions and or omissions.

7. REPRESENTATIONS OF SERVICE PROVIDER

7.1 It is understood and expressly agreed by the Parties that the personnel deputed/deployed for rendering the Service shall, for all intents and purposes and at all times, be and remain the employees of the Service Provider and shall perform



Service Provider: _____
For DM INDUSTRIES
Proprietor
[Signature]



their duties / obligations as per the requirements of this agreement as per Annexure A. While performing their duties, such personnel of the Service Provider shall observe the office rules, regulations and discipline during the working hours or otherwise when on duty, of DHL. However, for any reported negligence, disorderly behavior or misconduct by the personnel deployed by the Service Provider for the rendering of the Service, the Service Provider shall be solely responsible and not DHL or its employees. Any such instance shall be reported to the Service Provider and such non-complying personnel shall be forthwith withdrawn and shall not be deployed at DHL's premises at any time thereafter, by the Service Provider.

7.2 The Service Provider will ensure that the personnel provided by them shall at no time during their deployment in DHL's property or premises make any demand to DHL, its management and officers for payment of wages / salaries or otherwise. The Service Provider shall alone be responsible and liable to pay wages/salaries to such persons under this Agreement.

8. NON-COMPETITION

During the term of this Agreement and for a period of one year thereafter the Service Provider shall not, directly or indirectly, solicit any person or entity to whom DHL provides services or to whom DHL is actively soliciting to provide services (collectively, "Customers") with the intent to provide any service, competitive or potentially competitive, with any service provided by DHL. The non-solicitation restriction set forth in this section is specifically limited to customers of DHL with whom the Service Provider has contact (whether personally, telephonically, or through written or electronic correspondence) during the period of this Agreement. In addition to this, the Service Provider acknowledges that any breach by the Service Provider of the terms hereof would result in substantial harm and irreparable injury to DHL and DHL shall be entitled to right of injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to DHL at law or in equity.



Service Provider: _____



For DM INDUSTRIES

Proprietor



9. INDEMNIFICATION

9.1

DHL shall not be responsible for death, injury or accidents to the persons deputed by the Service Provider, which may arise out of or in the course of their duties on or about DHL's property and premises and in the event that DHL is made liable to pay any damages or compensation in respect of such employees, the Service Provider hereby agrees to pay to DHL such damages or compensation upon demand.

9.2

Service Provider shall indemnify and shall keep indemnified DHL against any or all claims of whatsoever nature arising out of this Agreement including but not limited to any claims for termination of or otherwise in relation to employment made by the personnel employed/engaged by the Service Provider, any injury/death or loss to any life or property of third party. All disputes raised by the employees of Service Provider shall be settled directly by Service Provider without involving DHL in any manner.

9.3

Service Provider shall at its own expenses make good any loss or damage suffered by DHL as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said Service at any of the sites or premises of DHL or otherwise.

9.4

In the event there is any damage and/or loss to the goods while providing the Service, Service Provider shall make good such damage/loss to DHL for the full value of the goods including the freight/transportation, packing, documentation and other incidental expenses thereto. DHL reserves the right to deduct such amount from any amounts payable to the Service Provider.

10. ETHICAL COMPLIANCE

10.1 Service Provider agrees that it will prohibit and prevent its officers, directors, employees and agents from corruptly directly or indirectly offering or providing, or authorizing the offering or providing of, anything of value to any (foreign) official, to



Service Provider: _____

For DM INDUSTRIES Proprietor

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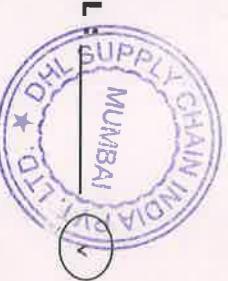
a political party or an official thereof or to a candidate for political office or to any employee or officer of DHL to influence an official act or secure an improper advantage in order to obtain or retain business for or with, or to direct any business to, itself or DHL. Service Provider hereby represents that it has disclosed and will disclose to DHL any direct or indirect past, present or future relationships to (foreign) officials.

10.2 Service Provider acknowledges that DHL does not allow any facilitating payments, even where they might be legally permitted under local laws. Service Provider shall not, and shall ensure that its officers, directors, employees and agents do not, make any facilitating or expediting payment to an official, political party, or party official for the purpose of expediting or securing the performance of a routine governmental action, unless such payment is clearly permitted by applicable local law.

10.3 Service Provider will confirm compliance with the aforementioned obligation annually in writing upon request.

10.4 Service Provider agrees to allow DHL to conduct reasonable due diligence and allows DHL to conduct audits to verify Service Provider's past and current compliance with anti-corruption rules and the provisions set forth in this clause. Service Provider shall reasonably cooperate with and use its best efforts to cause its officers, directors, employees and agents to cooperate with and respond timely and in good faith to any such due diligence surveys and audits.

10.5 DHL reserves the right to terminate the services rendered by the Service Provider based on the results of the Due Diligence Questionnaire (DDQ) upon its completion should it deem that there are risks associated with the Service Provider that cannot be mitigated as advised by DHL Compliance Office in view of the Covid-19 pandemic where unforeseen delays in DDQ completion is expected.



Service Provider: _____

For DM INDUSTRIES

Proprietor



11. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between DHL and the Service Provider. The Parties shall have no power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent entities with respect to each other.

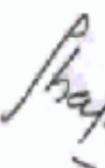
12. FORCE MAJEURE

Neither party shall be under any liability to the other in respect of anything which but for this provision may constitute breach of this Agreement arising from reason of force majeure, namely, circumstances beyond the control of that party which shall include act of God, reasons of war or hostility, act of public enemy, riot, civil commotion or unrest, sabotage, fire, flood, embargo, accident, draught, act of state, explosion, epidemic, quarantine, restrictions, including the acts of the local government or parliamentary authorities but not including circumstance resulting in an inability of Service Provider to provide the Service for reasons including work to rule, overtime bans, strikes by workmen employed by Service Provider as contract labour.

13. VALIDITY

- 13.1 This Agreement has been duly authorized and executed and is valid and binding and is enforceable in law in accordance with its terms.
- 13.2 Should any provision of this Agreement be or become ineffective or to be held to be invalid, this shall not affect the validity of the remaining provision thereof. Any invalid provision or any gap or uncertainty of any provision in the Agreement that becomes apparent while performing the Agreement shall be replaced, interpreted or supplemented as the case may be in such a manner that the intended purpose of this Agreement is achieved.

For DM INDUSTRIES


Proprietor



Service Provider: _____



13.3 This Agreement read with the Cover Note, attached herein, is the complete and exclusive statement of the Agreement between the parties thereto and it supersedes all understandings or prior agreements, whether oral or written, all representations or other communications between the parties hereto.

13.4 These terms and conditions are subject to the Contract Labour (Regulation and Abolition) Act, 1970, the rules and regulations framed there under and any statutory modifications or re-enactment for the time being enforced and also any government regulations issued from time to time.

14. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance of the law of the Republic of India. In case of any dispute the same will be subject to exclusive jurisdiction of the court in Mumbai either judicial or quasi judicial.

15. ARBITRATION CLAUSE

The Parties hereby expressly agree that if any dispute or difference arises in connection with this Agreement, the same shall in the first instance be referred for Arbitration by a single Arbitrator to be mutually agreed within 30 days of notice by one party to the other, failing which each party shall appoint one arbitrator and the two arbitrators shall appoint the third and presiding arbitrator. The award of the Arbitrator/s aforesaid (hereinafter referred to as "Arbitral Award"), shall be final and binding on the parties. The Arbitrator/s shall give the award within 60 days of reference of the dispute to him/them. The venue of the Arbitration shall be Mumbai and the Arbitration proceedings shall be conducted in English language. Costs of the Arbitration proceedings shall be borne in accordance with the Arbitral Award.

For DM INDUSTRIES

A handwritten signature in black ink, appearing to read 'Shashi'.

Proprietor



Service Provider: _____





16. USE OF LOGO/GOODWILL

Service Provider hereby undertakes that it shall not, without DHL's prior written consent, use, display or quote, for commercial purposes or otherwise DHL's Logo and/or Trade Mark during the continuance of this Agreement or after termination.

17. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be directed by speed post/registered post/courier or hand delivery to the Registered Office and Branch Office address of DHL or Service Provider given in the Cover Note, attached to this Agreement or as intimated by the Parties in writing.

18. CLAUSE HEADINGS

The clause headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

19. TWO COUNTERPARTS

This Agreement is made in duplicate. The Service Provider shall retain a duplicate copy of this Agreement and the original duly signed and stamped shall be retained by DHL.

20. LIST OF ANNEXURES

Annexure A	: SCOPE OF SERVICE
Annexure B	: RATE FOR SERVICES
Annexure C	: AMENDMENTS TO THE TERMS AND CONDITIONS
Annexure D	: LIST OF DOCUMENTS /CERTIFICATES ATTACHED
Annexure E	: DHL SUPPLIER CODE OF CONDUCT
Annexure F	: NO DUES CERTIFICATE

For DM INDUSTRIES
Shah
Proprietor



Service Provider: _____



20.1 CONFIDENTIALITY AND DATA PROTECTION

20.1 In the course of this Agreement, Service Provider may have access to and is entrusted with the DHL's trade secrets, business and financial plans, strategies, know-how and other information in respect of the business of DHL (the "Confidential Information"). It is hereby agreed that Service Provider shall maintain as confidential at all times the Confidential Information, and shall not till eternity from the date of first disclosure, directly or indirectly disclose, or permit the Confidential Information to be disclosed to any person or use the Confidential Information for itself or to the detriment of DHL except: (i) as required by law; (ii) to the extent the Confidential Information is already or becomes public knowledge, otherwise than as a result of a breach by the Service Provider disclosing or using that Confidential Information; (iii) as authorised in writing by DHL;

20.2 The data protection obligations (in particular the EU General Data Protection Regulation 2016/679 (GDPR) and all other applicable data protection laws) shall be observed. The Service Provider processes personal data only if and to the extent necessary to fulfill the purpose of this agreement. In doing so, DHL shall also implement appropriate technical and organizational measures which meet the requirements of applicable data protection law, in particular the GDPR and this agreement.

20.3 The Service Provider shall undertake in writing that its employees shall not disclose to anyone any and all personal data and other information that becomes known to them as a result or in the course of their work for DHL and not to process such data without authorization.

20.4 As far as personal data will be processed on behalf of DHL and upon DHL's instructions (controller-to-processor relationship) the parties will conclude a Controller-to-Processor Agreement. In these cases the stipulations of the Controller-to-Processor Agreement shall prevail over the stipulations of this agreement

Service Provider: _____

Proprietor

DHL



For DM INDUSTRIES

A handwritten signature in black ink, appearing to read 'Shankar'.



20.5

The Service Provider shall promptly and fully notify DHL in writing or via email if any personal data has been disclosed in non-compliance with this clause, any other provision of this agreement or applicable data protection law. In such a case the Service Provider shall take all steps to prevent the further disclosure of any personal data. As far as the subject matter of this agreement is affected and as far as legally permitted, the Service Provider shall immediately inform DHL of any inspections, investigations and / or administrative measures conducted by a (data protection) supervisory authority.

20.6

In the event of any contravention, DHL may terminate the contractual relationship without notice. The Service Provider shall also reimburse DHL for any loss or damage incurred as a result of the violation. This includes compensation paid to DHL's employees and reimbursement of expenses incurred in commissioning another company.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

For and behalf of

DHL Supply Chain India Pvt. Ltd.

D.M INDUSTRIES
(Service Provider)

Signature:

Jayant Menghani
CFO, Company Secretary
& Whole Time Director

Title :

Signature:

Name :

Title :

Witness:

Signature:

Name :

Name :

Title :

Witness:

Signature:

Name :

Name :

Title :

For D.M INDUSTRIES

Proprietor



Service Provider: _____



ANNEXURE A

SCOPE OF SERVICES

1. Under this Agreement following services will be provided by the Contractor:
(Tick whichever is applicable)

- Customer service
- Material Handling
- Driving of Fork Lift
- Data entry
- Material scanning
- Checking material
- Material packaging
- Material Labeling
- Warehouse supervision
- Warehouse Administration,
- Material delivery
- Housekeeping
- Coordination

2. The Service Provider shall ensure that appropriate personnel are deployed to provide the services as above.

For DM INDUSTRIES

A handwritten signature in black ink, appearing to read 'Shayam'.

Proprietor



Service Provider: _____



ANNEXURE B

SERVICE CHARGES

1. In consideration of provision of Services by the Service Provider under this

Agreement, DHL shall pay to the Service Provider, Service Charges at the following rates:

► **A. Total Monthly emoluments for each category of workmen:**

Monthly emoluments for each category of workmen as determined by the Service Provider be recorded in writing and conveyed to DHL, prior to deployment of such workmen under this Agreement.

Monthly emoluments shall not be less than the minimum wages as per prescribed under statutory laws, and include among other things compliances with:

- Provident Fund Contribution; and
- ESIC contribution.

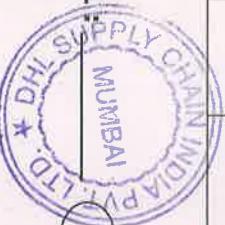
► **B. Service Provider's Service Charges will be:**

Sr. no.	Description of Services	Service Charges per person per month (in INR) on pro rata basis
1.	Customer service	600/-
2.	Material Handling	600/-
3.	Driving of Fork Lift	600/-
4.	Data entry	600/-
5.	Material scanning	600/-
6.	Checking material	600/-
7.	Material packaging	600/-
8.	Material Labeling	600/-
9.	Warehouse supervision	600/-

For DM INDUSTRIES

Shafiq
Proprietor

DHL



Service Provider: _____



Independent Contractor Agreement

Page - 27 -



10.	Warehouse Administration,	600/-
11.	Material delivery	600/-
12.	Housekeeping	600/-

GST, as applicable.

2. The Aforesaid charges are all inclusive and DHL shall not be liable to pay any amount(s) whatsoever to the Contractor or to any third party on connection with this Agreement in addition to the aforesaid Service Charges.
- 3 DHL shall make the payment of proper, correct and complete invoices within 30 days from the date of receipt thereof subject to deduction of taxes and such other amounts are as liable to be deducted under prevailing laws and/or pursuant to a contractual provision
4. No Service Charges will be levied By Service Provider on DHL, for any amount invoiced by Service Provider as overtime payment or reimbursements done to Service Provider's Staff.
5. Service Charges on Annual component like Bonus (8.33% annually except few sites like Tata) & leave wages (as per state rule ex. For Maharashtra 21 days) is already considered in above rate hence while submitting invoice for such annual component no Separate service charges will be charged by the Contractor.
6. Any other payments being made on behalf of DHL as special services will have service charge of 6.5% based on approval from DHL.
7. Service Charges will be fixed in INR rate per month (prorated based on attendance) & it will be fixed for three years.
8. With respect to Contractor staff who have been newly engaged for providing Services hereunder:

For DM INDUSTRIES

Proprietor

Service Provider: _____



Proprietor

Independent Contractor Agreement

Page - 28 -



(i) no consideration shall be paid by DHL for their first 7 days, if the Contractor staff leaves the services of Contractor within 7 days of he/ she commencing provision of services to DHL.

OR

In case any new Contractor staff leaves within 7 days, then it is the responsibility of Contractor to pay his wages, and as agreed DHL shall not reimburse any payment of Contractor in respect of such Contractor staff.

(ii) in case of attrition within first 30 days from deployment; penalty equivalent to the Service Charges against the manpower left will be imposed from the Service Charges.

9. Escalation Matrix to be given by the Contractor for all locations serviced by it for DHL post execution of this Agreement.

10. Contractor shall actively conduct quarterly reviews of its Services with DHL local team.

For DM INDUSTRIES

A handwritten signature in black ink, appearing to read 'Shashi'.

Proprietor



DHL



Service Provider: _____



ANNEXURE C

AMENDMENTS TO THE TERMS AND CONDITIONS

Clause 5.23 shall be incorporated as under:

5.23 Uniforms

Uniforms Terms and Conditions for Contract Staff

All contract employees will be issued a total of 3 T Shirts / Aprons and One pair of safety shores for the whole year. Timelines and Split as per the Uniform Procedure. will be shared by DHL.

All Contract employees active as on 31st December of previous year will be issued T-shirts/Aprons (2 numbers) and one pair of safety shoes of subsequent year on or before 31st January.

All Contract employees active as on 30th June in current year will be issued 1 T shirt and no safety shoes on or before 31st July.

The contractor can charge back rupees 175 per month per person as cost towards T-shirts & safety shoes. The same will be reimburse by DHL in their monthly manpower billing

DHL will share the list of approved vendors for Uniform and Safety Shoes with SPOC / Details of Contact & Specifications also.

Safety Shoes and T shirt (Uniform) is mandatory for all the associates from the first day of the deployment

For DM INDUSTRIES

Shashi
Proprietor

Service Provider: _____



[Signature]



Independent Contractor Agreement

Clause 5.24 shall be incorporated as under:

5.24 Supervisor

Dedicated Supervisor Deployment

The following slabs will be followed by vendors regarding deployment of manpower dedicated supervisor at sites of DHL.

No. of Headcount	No. of Supervisors
0 to 50	No Dedicated Supervisor.
50 TO 150	1 Dedicated Supervisor
150 to 250	2 Dedicated Supervisor
250 TO 350	3 Dedicated Supervisor
350 TO 600	4 Dedicated Supervisor
600 TO 800	5 Dedicated Supervisor

Other Terms

Details regarding name of the manpower supervisor, contact details and sites handled by the resource shall be shared to HR / Site Manager.

Any resource movement due to resignation, transfer or any other reason shall be prior communicated and replaced prior-to the movement.

Clause 8A shall be incorporated as under:

8A KPIs:

Manpower Deployment & attrition: Variation between actual Deployment Vs. Agreed manpower should not be more than certain % on a given day (per site basis). For Non achievement of KPI below Penalty will be levied,

- o If the variation is Less than 5% penalty of 0% on the daily service fees will be levied. (Daily service fees will be calculated basis on number of working days for that specific month)

For DM INDUSTRIES

Shayma Shafiq
Proprietor

Service Provider: _____



[Signature]



- If the variation is more than 5% penalty of 2% on the daily service fees will be levied. (Daily service fees will be calculated basis on number of working days for that specific month)
- If the variation is equal or more than 10% penalty of 5% on the daily service fees will be levied. (Daily service fees will be calculated basis on number of working days for the specific month)

Clause 8B shall be incorporated as under:

8B Additional KPI

A] Vendor - KPI Linked to Service Charges

Monthly Assessment

Site/Cluster Name :

Month:

Sl.No	KPI	Weightage	Measurement	Rating / Actual Score / Maximum Score*		Total Score
				Rating	Actual Score / Maximum Score*	
1	Manpower Deployment [Refilling/Replacement]	20%	2 - Within 7 days of requirement, 1.5 - Within 10 days of requirement, 1 - After 10 days but before 15 days of requirement			
2	Statutory Compliance [ESIC, P.E, MW]	35%	2 - Before Due Date, 0 - After Due Date [Within no deviations on commission, commissions and errors]			
3	a) Invoice Submission	10%	2 - On or Before 8th, 1.5 - On or Before 9th, 1 - On or Before 10th			
4	b) Salary payment	10%	2 - On or Before 7th, 1.5 - On or Before 8th, 0 - Later than this date			
5	(ID card, PPE, Uniform, Contract letter, Payslip [Issuance within 3 days of salary payout etc.])	10%	2 - No Deviation, 1.5 - Less than 3 Cases, 0 - Not Closed in the same month			
6	Absenteeism	5%	2 - Less than 5% absenteeism, 1.5 - Between 5% to 10%, 0 - Above 10%			
7	Attrition	5%	2 - Less than 10% attrition, 1.5 - Between 10% to 15%, 0 - Above 15%			
8	Discipline/Resolution of Issues	5%	Site Feedback			
	Total	100%				0

Note : Total Score above 90% - No Deductions.

B] Penalty and Incentive - Performance Basis

Quarterly Assessment

Quarterly Achievement [Assessed Quarterly during Vendor Audit]	Penalty	Incentive
90% and above	Nil	As per mgt decision
80% - 89%	Warning letter	
70% - 79%	Monetary Penalty [To be discussed]	
Less than 60%	Termination	



✓ *[Signature]*

For DM INDUSTRIES

Service Provider: _____
Proprietor



ANNEXURE D

LIST OF DOCUMENTS / CERTIFICATES ATTACHED

1. Employee State Insurance Establishment Code No.: 69-00-050358-000-1001
2. Employee Provident Fund Establishment Code No.: 31560
3. GST Code: 07AAECD6334M1ZF
4. Copy of PAN: AAECD6334M
5. Certificate of Incorporation:
6. Shops & Estb. Regn No.:

For DM INDUSTRIES
Shafiq
Proprietor

Service Provider: _____





ANNEXURE - E

DHL'S SUPPLIER CODE OF CONDUCT

Supplier Code of Conduct

For DM INDUSTRIES
Shankar
Proprietor

Service Provider: _____



[Handwritten signature]

Deutsche Post DHL Group

DPDHL GROUP SUPPLIER CODE OF CONDUCT

Deutsche Post DHL (DPDHL) Group is the world's leading logistics company. The Group connects people and markets and is an enabler of global trade. It aspires to be the first choice for customers, employees and investors worldwide. Deutsche Post DHL Group is home to two strong brands: DHL offers a comprehensive range of parcel and international express service, freight transport, and supply chain management services, as well as e-commerce logistics solutions. Deutsche Post is Europe's leading postal and parcel service provider. The Group contributes to the world by taking action to minimize its environmental footprint, to provide a safe, inclusive and engaging working environment, to support the communities it operates in, and to follow trusted, transparent and compliant business practices.

We are fully aware of our responsibilities because of our activities thus, we have given ourselves a strict set of ethical standards to guide us in our business practices.

We expect all of our suppliers, including subcontractors, i.e. all companies who do business with any company or division of DPDHL Group, to adhere to the same ethical standards. For this purpose, DPDHL Group has produced this Supplier Code of Conduct (SCoC), which sets the minimum standards for doing business with any Group company or Business Unit.

LAWS AND ETHICAL STANDARDS

The supplier shall comply with all laws applicable to its business. The supplier shall support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights, the UN Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises as well as the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice. This especially applies to:

HUMAN RIGHTS AND FAIR LABOR PRACTICES

CHILD LABOR

The supplier shall not employ children under the legal age of employment in any country or local jurisdiction. The supplier shall apply a minimum working age of 15 years, even where local legislation permits. Younger children to be employed. Workers under the age of 18 shall only perform work in accordance with legal requirements of their country of employment (e.g. with regards to working time and working conditions) and subject to any requirement regarding education or training.

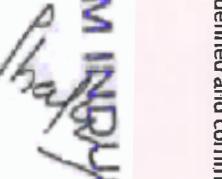
FORCED LABOR

The supplier shall not use any form of forced, bonded, compulsory labor or modern forms of slavery. All labor must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal/legal documents). The supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The supplier shall be responsible for payment of all fees and expenses (e.g. licenses and levies) relating to workers, where legally required.

Punishment, mental and/or physical coercion as well as any other form of human trafficking are prohibited.

Disciplinary policies and procedures shall be clearly defined and communicated to the workers.



For DM INDUSTRIES
Proprietor




For DM INDUSTRIES

Proprietor

BRIBERY AND CORRUPTION

The supplier shall comply with all applicable national and international anti-corruption laws and regulations. The supplier shall not (neither directly nor indirectly) offer, provide or accept anything of value to improperly influence an official act or to secure an improper advantage in order to obtain or retain business. This includes so-called facilitation payments or other benefits provided to public officials for routine non-discretionary actions.

The supplier shall safeguard and make only appropriate use of confidential information. The supplier shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the general public.



DATA PROTECTION, INFORMATION SECURITY, AND DISCLOSURE OF INFORMATION

The supplier shall adhere to applicable data protection laws, including security of personal data, as well as to respective regulation, e.g. GDPR, in particular with regard to personal data of customers, consumers, employees and shareholders. The supplier shall comply with all said requirements when personal data is collected, recorded, hosted, processed, transmitted, used or erased.

The information security requirements applicable to suppliers with regards to any data entrusted to their control during and after their engagement with DPDHL Group are based on international standards, such as the Code of Practice for Information Security Management. Suppliers should take account of the need to protect the confidentiality, integrity and availability of information. At all times the required level of information security and control to be ensured by suppliers must be commensurate with the sensitivity, value and criticality of the information being processed throughout the lifecycle of the information.

The supplier shall safeguard and make only appropriate use of confidential information. The supplier shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the general public.



HEALTH & SAFETY

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business.

The supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health e.g. drinking water, in order to preserve the safety and health of employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures, including the provision of appropriate Personal Protective Equipment (PPE). Employees are to be adequately educated and trained in health and safety issues in a language they understand.



COMPENSATION AND WORKING HOURS

The supplier shall comply with all applicable local laws and mandatory industry standards regarding working hours, including overtime, rest breaks and paid vacation.

The supplier shall compensate its workers in accordance with local minimum wage legislation and terms of applicable collective bargaining agreements as well as with industry standards. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid (i.e. receive employment documents in a language they understand). Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognizes and respects the right to collective bargaining in accordance with applicable local laws.

DIVERSITY AND INCLUSION

The supplier shall promote an inclusive work environment that values the diversity of its employees.

The supplier shall be committed to equal opportunities and not discriminate or tolerate discrimination or harassment with respect to gender, ethnic and national origin, race, color, religion, age, disability, sexual orientation and identity, or any other characteristic protected by law.



DISCLAIMER



For DM INDUSTRIES

Proprietor

The supplier shall implement equivalent standards e.g. ethical standards, to the ones laid out in this SCoC for their own suppliers, as part of fulfilling their contractual obligations.

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, supply chain disruptions, communicable disease outbreaks – epidemics or pandemics, information security issues, cyber-attacks). This preparedness includes business continuity plans that protect both employees as well as the environment from the effects of possible serious disruptions that may arise within the domain of operations.

BUSINESS PARTNER DIALOGUE

The supplier shall implement equivalent standards e.g. ethical standards, to the ones laid out in this SCoC for their own suppliers, as part of fulfilling their contractual obligations.

The supplier shall comply with all applicable export control, sanctions and customs laws and regulations, including Prohibitions & Restrictions ("Trade Laws"). The supplier in particular ensures that the supplier, its beneficial owner(s), all its agents and any other subcontractors used by the supplier are not listed on any applicable Denied Party sanctions lists.

TRADE REGULATION

The supplier shall comply with all applicable export control, sanctions and customs laws and regulations, including Prohibitions & Restrictions ("Trade Laws"). The supplier in particular ensures that the supplier, its beneficial owner(s), all its agents and any other subcontractors used by the supplier are not listed on any applicable Denied Party sanctions lists.

The supplier shall maintain financial records and reports according to applicable laws and regulations.

MONEY LAUNDERING & FINANCIAL RECORDS

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to applicable laws and regulations.

FREE COMPETITION

The supplier shall comply with applicable competition and anti-trust laws.

CONFLICTS OF INTEREST

A conflict of interest is any personal or financial interest, any business or personal activity or relationship, prior or current employment, or any obligation that may interfere with the ability to objectively perform job duties and responsibilities or impair independence and objectivity. Such conflict of interest situations include critical relationships such as a relationship by blood or marriage, partnership, participation or an investment in business partners or competitors. The supplier shall immediately disclose any actual or potential conflict of interest related to its activities with DPDHL Group.

ENVIRONMENT

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

We expect our suppliers to strive to support DPDHL Group's environmental and climate protection commitments through the products and services they deliver, which should be done efficiently by taking the environmental impact into consideration.

DPDHL Group also expects its suppliers to report relevant data on environmental and climate protection upon request.

We expect our suppliers to take environmental and climate protection appropriately into account in their own operations, for example, by setting climate protection goals for themselves and achieving them.

CONFLICT MINERALS

The supplier shall comply with all applicable laws and resulting due diligence obligations with respect to the sourcing of minerals and materials from conflict affected regions and high-risk areas, which may contribute to human rights abuses, corruption, the financing of armed groups or similar negative effects.

COMMUNITY OUTREACH

DPDHL Group encourages suppliers to give back to their local communities and engage in initiatives and activities that reflect the UN Sustainable Development Goals.

BUSINESS CONTINUITY PLANNING

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, supply chain disruptions, communicable disease outbreaks – epidemics or pandemics, information security issues, cyber-attacks). This preparedness includes business continuity plans that protect both employees as well as the environment from the effects of possible serious disruptions that may arise within the domain of operations.

BUSINESS PARTNER DIALOGUE

The supplier shall implement equivalent standards e.g. ethical standards, to the ones laid out in this SCoC for their own suppliers, as part of fulfilling their contractual obligations.

RESPECT AND DUTY OF CARE

All Suppliers are required to act and interact with respect and in good faith with employees of DPDHL Group. Suppliers are to exercise due care in the use of property and equipment entrusted to them, as if the property is their own.

When using property or materials that carry a DPDHL Group trademark or brand, all suppliers shall exercise particular care as any of their actions or activities may be associated with DPDHL Group. Any unauthorized use of branded or trademarked materials or equipment is to be avoided. It is considered a misuse of DPDHL Group branded or trademarked materials and equipment if even an appearance of impropriety can be inferred.

COMPLIANCE WITH THE SUPPLIER CODE OF CONDUCT

DPDHL Group reserves the right to check compliance with the requirements of this SCoC, for example through self-assessments and audits either by DPDHL Group or a third party. The supplier shall strive for continuous improvement, such as setting measurable targets on the environment, working conditions or diversity, and reporting on progress for sustainability. In case a breach is identified, the supplier shall create an incident report and present a corrective action plan.

The terms and conditions set forth in this Supplier Code of Conduct reflect DPDHL Group's values and commitment to its customers, the communities which we serve and the protection of the environment. Therefore, any breach of these terms and conditions must be cured. Without prejudice to any other contractual remedies DPDHL may be entitled to, any failure to cure such a breach immediately will cause DPDHL Group to consider ending the commercial relationship.

REPORTING IRREGULARITIES

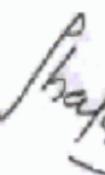
DPDHL Group encourages anyone who wishes to report any violations from what is outlined in this SCoC to write an e-mail to procurement-governance@dpdhl.com.

In case you wish to report suspected breaches of law, you can contact the Compliance Management of DPDHL Group via <https://www.dpdhl.com/en/about-us/code-of-conduct/compliance-management/compliance-contact.html>

CONTINUOUS IMPROVEMENT

The supplier shall feel encouraged to proactively approach DPDHL Group with innovative ideas which contribute to further social, economic or environmental improvement. DPDHL Group values the open exchange of new ideas and is willing to explore new opportunities jointly with suppliers.

For DM INDUSTRIES



Proprietor





For DM INDUSTRIES

Shafiq

Proprietor

We hereby confirm to have received the aforementioned Supplier Code of Conduct of the Deutsche Post DHL Group. We will comply with it and further confirm it will apply to any existing and future contractual relationships with any Deutsche Post DHL Group's entities and/or its subsidiaries.

Signature
(duly authorised signatory)

Company Name
(legal entity and reg. no.)

Name (in Capital(s)

Job Title (in Capital(s)

Date

Signature
(duly authorised signatory)

Company Name
(legal entity and reg. no.)

Name (in Capital(s)

Job Title (in Capital(s)

Date



ANNEXURE - F

NO DUES CERTIFICATE

(On Letterhead of Supplier)

Date:

To,

DHL Supply Chain India Pvt. Ltd.
702, 7th floor, 247 Park, Tower B,
Vikhroli (West), Mumbai - 400083
India

Sub : NO DUES CERTIFICATE

We hereby certify that there are no dues pending as on today against the invoices raised & services rendered by us to DHL Supply Chain India Pvt. Ltd. for the quarter commencing from _____ till _____. Also no further billing is pending for the said period.

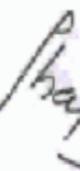
Thanking you.

Yours faithfully,

AUTHORISED SIGNATORY

Company Seal

For DM INDUSTRIES


Proprietor



Service Provider: _____