

- II. Zero Balance bank account, with ATM card, which will have access to ATMs of all Visa enabled Bank ATMs. No transaction cost would be levied for withdrawal of money from any other bank ATMs
- III. Query resolution facility for each associate.
- IV. Single point of contact for associates to contact as and when required.
- V. Handle all issue and disputes with its employees.

4. Obligations APL

- a. Associate Selection: Contractor shall undertake the total responsibility of selecting the person and APL would not involve themselves into such process. However, if APL is not satisfied with the services of such person, the same would be intimated to the Contractor and he shall forthwith replace such person in accordance with the terms of this agreement. Contractor acknowledges that the decision of APL as regards the services of the person deputed by the Contractor shall be final and binding on the Contractor and under no circumstance and for any reason, the Judgment of the APL shall be questioned by the Contractor. APL will intimate the locations in writing where each associate needs to be deputed. APL will send a written recommendation to CONTRACTOR if it wishes to relocate any of the associates. APL will intimate the exact date in writing as to when the associates need to be deputed.
- b. Monthly Emoluments Processing: APL will intimate CONTRACTOR in prescribed formats details of attendance, leave availed, recoverable, reimbursements payable (with supporting bills, vouchers) to the Contractor by the last day of every month. If no such intimation is given by APL, Contractor will process the salary for that month, assuming full attendance and that no recoveries are required. Any information on recovery sent on a later date shall be adjusted in the next month salary. Attendance shall be calculated for the period as per the attendance cycle and Contractor shall raise an invoice for each month and APL shall pay within 4 days of date of the invoice.
- c. Monthly Payments: APL will pay CONTRACTOR on monthly basis.
- d. Misconduct: APL will inform CONTRACTOR of any acts of misconduct by an associate immediately and discuss the action/steps to be taken. In such cases, Contractor may withdraw the associate and salary proportionate to the number of days worked by the associate in that month would be payable by APL, in case there are no deduction. In all other cases, APL may request for withdrawal of a Deputee subject to payment of one month's notice pay to associate or as agreed and the service fee to Contractor. In case of relieving an associate, APL shall conduct all the formalities required to be done at their end and inform Contractor duly of the same. No pending formalities shall be entertained at a later date by Contractor.

5. Term

This Agreement shall be valid for a period of Twelve (12) months commencing from 01st Apr 2022. Unless terminated in accordance with the terms of the Agreement the term of this Agreement the term of this Agreement may be extended in writing on the terms that may be mutually agreed between the Parties.

6. Representations

- (i) Each party hereby represents to the other that they have been duly incorporated /organized/registered under the applicable laws and has full legal right and authority to be engaged in the business and it has full corporate power and authority and is duly authorized to execute this agreement and perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this agreement will violate or in violation of any applicable laws for the time being in force.
- (b) Each party represent that there are no litigations pending or threatened (judicial, regulatory or otherwise) that would or might prevent or adversely interfere with the performance of obligations under this agreement and Contractor hereby agrees to promptly notify the other in writing of any threatened or proposed action it may file or be filed against it.
- (c) Contractor hereby represents that warrants that it has requisite license, registrations, skills and manpower to perform its obligations under this agreement and while rendering services under this agreement it will maintain the same and render the Services in international standards in the industry.
- (d) Contractor will be solely responsible for all the payments, which shall not be limited to payment of fees, expenses, insurance, salary/ies, PF, ESI to employees or otherwise any and all expenses including but not be limited to other statutory payments, taxes, duties, fees and expenses associated with performance of the obligations under this agreement. If requested by APL, Contractor shall submit the copies of ESI, PF and GST challans for verification and process of the payment. Further the Contractor at all times make them available for inspection by the government authorities in this regard. Further, Contractor shall maintain all records as per the applicable law or at least for a minimum period of