

LG Patparganj (Delhi)

INDIA NON JUDICIAL



सत्यमेव जयते

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL34015940630881U
Certificate Issued Date : 20-Dec-2022 10:07 AM
Account Reference : IMPACC (IV)/ dl1010903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL101090342203143441919U
Purchased by : GI STAFFING SERVICES PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : LG ELECTRONICS INDIA PRIVATE LIMITED
Second Party : GI STAFFING SERVICES PRIVATE LIMITED
Stamp Duty Paid By : GI STAFFING SERVICES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

सत्यमेव जयते

₹100



Please write or type below this line

IN-DL34015940630881U



For LG Electronics India Pvt. Ltd.

Authorised Signatory

₹100 ₹100 ₹100 ₹100

GI STAFFING SERVICES PRIVATE LIMITED GI STAFFING SERVICES PRIVATE LIMITED GI STAFFING SERVICES PRIVATE LIMITED GI STAFFING SERVICES PRIVATE LIMITED

[On stamp paper of appropriate value]

MANPOWER SERVICES AGREEMENT FOR LG SERVICE CENTER

This Agreement for Manpower Services ("**Agreement**") is made and executed at New Delhi on this 01st day of January 2023:

BY & BETWEEN

LG Electronics India Private Limited, a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office situated at A-24/6, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi 110044 and Branch office at A-32, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi 110044 (Hereinafter referred to as "**LG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, duly authorized agents and permitted assigns) acting through its authorized signatory/ representative, Mukesh Singh of the **FIRST PART**;

AND

GI Staffing Services Private Limited, a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office situated at F 103, Ashish Complex, Mayur Vihar Phase I, New Delhi 110091 (hereinafter referred to as the "**SERVICE PROVIDER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, duly authorized agents and permitted assigns) acting through its authorized signatory/ representative, Sonal Arora and Kuljeet Singh of the **OTHER PART**;

LG and the Service Provider are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

- (A) LG is engaged in the business of manufacturing, assembling and marketing of electronics products and home appliances, whereas the Service Provider is *inter alia* engaged in the business of manpower services to different customer basis their manpower needs in the territory of India.
- (B) LG wishes to engage the Service Provider for the provision of the Services at **375, Industrial Area, Patparganj, Delhi-110092** and in connection with the aforesaid, the Service Provider has represented to LG that it has the requisite skill, ability and the resources for providing the Services to LG;
- (C) In reliance of the representation made herein or otherwise by the Service Provider, LG has agreed to avail the Services of the Service Provider and has accordingly, appointed the Service Provider to provide the said Services to LG; and
- (D) Accordingly, the Parties are entering into this Agreement to record the terms and conditions under which such Services shall be rendered by the Service Provider to LG.
- (E) This Agreement is non-exclusive for both LG and the Service Provider. The Service Provider reserves the right to engage other parties to perform similar or identical services to be provided by Service Provider under this Agreement. Service Provider reserves the right to provide and/or perform similar or identical services to be performed by Service Provider under this Agreement for other third parties.



For LG Electronics India Pvt. Ltd.

NOW THIS AGREEMENT IS HEREBY ENTERED INTO BY AND BETWEEN THE PARTIES ON THE MUTUALLY AGREED TERMS AND CONDITIONS

1. SERVICES

Service Provider will provide services ("**Services**") to LG, in accordance with the terms and conditions of this Agreement and as agreed under the service order which is annexed hereto as **Annexure A** ("**Order**").

2. SERVICE FEE AND TAXES

LG agrees to pay the service fee ("**Fee**") as provided in the Order and other than the said Fee to the Service Provider into the Bank Account as per details provided in **Annexure B**, the Parties agree that the Service Provider shall not be entitled to any other payments in respect of the Services. Further, such Fees shall be exclusive of applicable Goods and Services Tax ("**Tax**") that Service Provider is legally obligated to charge under the applicable legislation, and LG will pay such Tax provided it is stated separately on the original invoice that Service Provider provides to LG and meet the requirements for a valid tax invoice under applicable laws and regulations. Service Provider will be responsible for all other taxes (including interest and penalties) or fees arising from transactions and the documentation of transactions under this Agreement. LGEIL will withhold income taxes as applicable on the invoice on the amounts payable to other Party if required by law, except to the extent other Party submits a certificate of exemption / lower withholding. LGEIL shall remit the withholding taxes to the government and enable other Party to claim a tax credit by providing an appropriate and timely certificate of withholding as stipulated in statute

3. REPRESENTATIONS AND WARRANTIES:

The Service Provider shall be solely responsible for all statutory compliance and all applicable laws including labour laws pertaining to the scope of the service but not limited to the The Minimum wages Act, 1948, The Factories Act, 1948, Industrial Dispute Act, 1947, The Employees' State Insurance Act, 1948, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The Payment of Wages Act, 1936, The Payment of Gratuity Act, 1972, Shop and Establishment Act, Equal Remuneration Act, 1976, The Child labor (prohibition & regulation) Act, 1986, The Payment of Bonus Act, 1965, Professional Tax Act or of Employee Compensation Act or Maternity Benefit Act or any other Act or Statute which may be brought into force from time to time by the Central/State Government.

The Service provider shall maintain all statutory records in compliance of applicable labour laws and statutes of the Central/State Government It shall be the sole responsibility of the Service provider to make payment to his employees and deposit PF, ESI contribution of his employees. The Service Provider shall provide the copies of Challans, returns etc. along with the all bills in proof of the contribution paid by him. In case of breach of any statutory compliance by the Service Provider, the LGEIL will have the right to deduct/recover the payment due from the amount payable to service provider or otherwise.

The Service Provider represents, warrants and covenants as follows: (a) It is duly incorporated, validly existing, and in good standing under the applicable Laws (as defined hereinafter); (b) it is in compliance with and shall comply, at its own cost, with all applicable laws, including in relation to taxes, interest, penalties, or fees arising out of or applicable to the transactions contemplated under this Agreement or applicable to this Agreement ("**Laws**"); (c) it holds and fully complies with all required licenses, permits and approvals as may be required under the



Laws; (d) Services provided hereunder shall not result in breach of any Laws or third party rights (including with respect to intellectual property); (e) it is into the business of providing services to third parties, that are similar to the Services provided hereunder; (f) it has all rights necessary for execution and delivery of this Agreement and performance of its obligations under this Agreement; (g) it will notify LG immediately regarding any matter in which it has a personal interest and which may potentially create a conflict of interest between the Service Provider and its Services for LG; (h) it is not prevented or barred, in any way, from entering into this Agreement and providing the Services hereunder, and its performance of this Agreement shall not conflict or cause the breach of any agreement, undertaking or Law to which it is subject or bound, or any confidentiality agreement, and does not require the consent of any third party; (i) it shall not use, during the performance of the Services, any confidential or proprietary information of any third party whatsoever; (j) it will provide the Services after due diligence of the resources with the level of professional care customarily observed by highly skilled service providers rendering similar services; (k) In respect of its employees, representatives, agents, service providers and subcontractors (collectively "**Personnel**"): (i) it has exclusive control over such Personnel, including the right to hire, transfer, suspend, lay off, recall, promote, discipline and discharge; (ii) it shall be solely responsible for any and all compensation to its Personnel, including payment of statutory contributions; (iii) Such Personnel are equipped with the necessary skills and qualifications to fulfill the Order in a timely manner, and their credentials are suitable to perform the Services under this Agreement; (iv) it shall cause them (i.e. the Personnel) to ensure that they abide by such of LG's rules, policies, and procedures regarding matters such as safety, security, health, environmental, misconduct, harassment and theft; (v) it shall ensure that at LG's request, it removes and promptly replaces any Personnel performing Services who behaves in a manner that is unlawful or inconsistent with any of LG's rules, policies, and procedures; and (vi) it acknowledges that such Personnel are the Service Provider's own employees and shall not be construed as employees of LG at any time during the Agreement; (l) if the Contract Labour (Regulation and Abolition) Act 1970 is applicable to the Service Provider, the Service Provider shall: (i) make the requisite applications with the appropriate governmental authorities prior to using and deploying contract labour for provision of Services under this Agreement and intimate LG accordingly; (ii) obtain requisite licenses as applicable; (iii) assist LG in seeking requisite registrations, including furnishing documents as may be required; (iv) not undertake any acts as a consequence of which the Personnel claim salaries and/or statutory benefits from LG, including but not limited to failure of making payment in respect of salaries, and other statutory benefits under applicable Laws; (m) its labor and employment policies are in accordance with applicable Laws. (n) In the event LG incurs any liability (including any Claim, as defined hereinafter) that is attributable to the Service Provider or its Personnel, then in addition to the other rights and protections that LG has under Law and this Agreement, the Service Provider gives LG the right to deduct or withhold payment of any amounts from any amounts (including the Fee) payable to Service Provider under this Agreement, and payment to Service Provider as reduced by such deductions or withholdings will constitute full payment and settlement to Service Provider of LG's obligations. (o) it understands, acknowledges and agrees that any work product which it or its Personnel, in connection with the Services deliver to LG, including but not limited to concepts, works, inventions, information, drawings, designs, programs, or software, whether developed or in 'in-progress' form, shall be owned by LG, and the Service Provider shall and shall cause its Personnel to do all such acts so as to assign such work product to LG on royalty-free basis; provided however that if the work product has been specially ordered and commissioned by LG, the Service Provider agrees and shall cause its Personnel to agree that the work product is a "work made for hire" for copyright purposes, with all copyrights in the work product owned by LG; and (p) it will furnish all documents as may be requested by LG to evidence compliance with any of the foregoing representations and warranties.

4. **DEFENSE AND INDEMNITY:** Service Provider shall defend, indemnify, release and hold harmless LG, its affiliates, and their respective directors, officers, employees, agents, successors and assigns from and against any liability, loss, taxes, interest, penalties, damage,



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cost or expense (including reasonable attorneys' fees), allegations or claims ("**Claims**") that arise, directly or indirectly, from: (a) death of or injury to any person, damage to any property or any other damage or loss caused by Service Provider or its Personnel; (b) breach of the terms of this Agreement, including the representations, warranties and covenants provided herein; (c) negligence, strict liability or intentional misconduct by LG or its Personnel; (d) deficiency in Services; (e) act or omission by Service Provider and/or its Personnel, including without limitation any breach or default under this Agreement or the Order. However, the foregoing does not apply to the extent such Claim results from LG's gross negligence or willful misconduct. Further, the Service Provider's duty to defend is independent of its duty to indemnify. Service Provider's obligations under this Section are independent of all of its other obligations under this Agreement.

The Service Provider shall be solely responsible towards any claims, dues, liabilities, loss, damages, expenses or any liability arising out of and/or in relation to this agreement due to any reason, whatsoever. In any event, if LG is required to pay to any authority and/or to any third party with respect to and/or in connection with this agreement, due to any reason, whatsoever, the Service Provider shall be liable to refund/reimburse the same without any delay. In such case LG will have the right to deduct/recover the payment in such cases, if payment is not made by Service Provider and,

LG shall inform the Service Provider within 15 days of making such payment on behalf of Service Provider and raise reimbursement claim to Service Provider. Service Provider shall make aforesaid payment to LG within 15 days of receiving such claim along with payment proof. In case of delay in making the payment, the Service Provider shall be liable to make the payment to LG with penal interest of 18% p.a. on the outstanding amount.

In the event if any Repair / Installation done by Employee of the Service provider does not pass the LGEIL Validation Logics and in this event if call is rejected, LGEIL shall provide details of rejected call to the Service Provider for deduction of recoverable amount from the Employee as and when required and the Service Provider will issue credit note for the Recovered Amount from the employee (inclusive of Part, Labor & Gas Cost) to LGEIL.

Notwithstanding any provision to the contrary contained in this agreement, in no event shall Service Provider's aggregate liability exceed total Service Charge paid to Service provider under this Agreement.

5. **CONFIDENTIALITY:** Service Provider agrees and undertakes to treat as strictly confidential and protect all information and documents received or obtained by it or its advisors, officers, directors, employees, representatives regarding LG, its affiliates, its management, business or financing sources, etc. (collectively "**Confidential Information**") and will not at any time hereafter make public, disclose or divulge such Confidential Information to any third party, unless prior written consent of LG has been sought or where such Confidential Information is required to be disclosed under the Laws, then sufficient prior written notice of the proposed disclosure is given to LG. Further the Service Provider agrees that it will use Confidential Information only to fulfill its obligations under this Agreement and will promptly return to LG or destroy it when this Agreement terminates, as may be determined by LG in its sole discretion.
6. **TERM AND TERMINATION:** This Agreement shall commence on and from 01st January, 2023 and shall continue for a period of 1 (one) year i.e. up to 31 December, 2023 ("**Term**"), unless terminated earlier as provided herein. Notwithstanding anything contained herein, LG may: (a) at any time during the Term, terminate this Agreement or any part of the Order: (a) without cause and/or without the occurrence of a default, by giving 7 (seven) days prior written notice to the Service Provider; or (b) immediately upon written notice for Service Provider's material breach of this Agreement. Upon any such termination or expiry of the Term, LG will



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only be liable to pay for and to the extent of Services performed prior to termination or expiration.

Service Provider may terminate this Agreement immediately upon written notice if LG fails to cure a nonpayment of amounts due within 30 (thirty) days after written notice of such nonpayment to LG. In connection with the termination or expiration of this Agreement for any reason, Service Provider will provide reasonable assistance to LG in order to enable and facilitate an orderly transition of the Services to LG or to another service provider.

7. **INDEPENDENT CONTRACTORS:** LG's relationship with the Service Provider is that of an independent contractor. This Agreement shall not create the relationship of principal employer-contractor, agency, employment, partnership, joint venture, franchise or any similar other relationship between the Parties and neither Party shall be entitled to act as agent of the other. Further the Service Provider agrees to undertake all necessary steps to communicate to its Personnel, that its relationship with LG is on principal-to-principal basis.
8. **SURVIVAL:** The provisions of this Agreement which by their nature are intended to survive termination of the Agreement (i.e. including representations, warranties, indemnification, confidentiality, payment obligations, choice of law and jurisdiction, and remedies) will survive termination.
9. **GOVERNING LAWS AND JURISDICTION:** This Agreement is governed by the laws of India, without reference to any applicable conflict of laws. The Parties agree to submit any disputes, disagreements, differences, including but not limited to in respect of interpretation of the terms of this Agreement, to the exclusive jurisdiction of the local courts of the city in which LG's registered office is situated.
10. **AMENDMENT:** The terms of this Agreement may be amended, modified, waived, discharged or supplemented in writing only, and by way of a mutual agreement between the Parties.
11. **NOTICES:** Any notices to LG or the Service Provider hereunder may be served in writing, including by way of email, and sent by internationally recognized courier or by speed post, the address mentioned below. Any such notices shall be deemed effective within 5 (five) days from the date of the notice, if delivered by courier or speed post, or, in the case of e-mail, upon the sending Party receiving the read receipt.

Notice to LG:

Kind Attn.: Mr. Mukesh Singh
Address: A-32, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi 110044
Email: Mukesh.singh@lge.com

Notice to Service Provider:

Kind Attn.: Sonal Arora
Address: 503, 5th floor, Tower B, World Trade Tower, Sector – 16, Noida (UP) 201301
Email: sonal.arora@gigroup.com

12. **MISCELLANEOUS:** (a) The Parties' rights and remedies under this Agreement are cumulative. Either Party's failure to enforce any provision will not be a waiver of the Party's rights to subsequently enforce the provision. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions. (b) To the extent there is a conflict between this Agreement on one hand, or the Order or any other understanding between the Parties on the other hand, the terms of this Agreement will prevail. (c) The rights under this Agreement



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available to LG is without prejudice to any other remedy that LG may have under law, contract or otherwise. (d) The Service Provider shall not and shall cause its Personnel to not violate or permit anyone to violate any anti-corruption Laws in performing under this Agreement. LG shall have the right to immediately terminate or suspend performance under this Agreement if the Service Provider or its Personnel breaches this sub-section. (e) Service Provider shall maintain true, accurate and complete books and records concerning any payments made in terms of this Agreement. (f) LG and its designated representatives shall have the right to inspect Service Provider's books and records to verify the Service Provider's compliance with the terms of this Agreement. (g) Service Provider will not assign this Agreement, or subcontract or delegate any of its responsibilities hereunder to any third party without the prior written consent of LG. (h) Neither Party shall be liable to the other Party for any delay or failure on its part in performing any of its obligations under this Agreement resulting from any cause beyond its reasonable control, including but not limiting to, strikes, riots, protests, mass demonstration, government imposed restrictions, civil commotion, fire, floods, explosions, acts of God, acts of State, war, enemy action or terrorist action. (i) The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement. (j) In the event that any condition, stipulation or provision contained in this Agreement, is held to be invalid or unenforceable, for any reason whatsoever, all the remaining conditions, stipulations and provisions contained herein shall automatically be deemed conformed to the minimum requirements of law and, along with all other provisions hereof, shall remain in full force and effect and shall be binding on the Parties without any change, except where such result would be unjustified under the circumstances. (k) Reference to this Agreement shall mean and include reference to the Order; (l) This Agreement, including the Order, constitutes the entire agreement between the Parties and supersedes all prior understandings and agreements (including in particular, the agreement dated [insert] as executed between the Parties), whether written or oral, with respect of the subject matter hereof. (m) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

13. GST Clause: Service Provider shall ensure to issue Tax Invoice according to Central Goods & Service Tax Rule'2017. Service Provider should properly classify the HSN /SAC Codes on Tax Invoice and accordingly GST should be applied on goods or services or both according to GST Schedule of Taxes. In case Service Provider failed to charge the correct GST at the time of issuing invoice, LG will not be responsible to reimburse in future any differential tax, interest , penalty that Service Provider if liable/accountable to pay to the Government. Once services are rendered by Service Provider to LG, Service Provider should ensure to upload all the supplies into GSTIN system for availing input GST by LG on or before 10th of subsequent month. In absence of that LG will withheld corresponding Input tax credit from Service Provider Account. Service Provider shall ensure that the applicable GST payable on the supply of goods/services are fully paid on due date in the government account under the correct GSTIN number of LG. In the event of any wrong/non/incorrect payment or late payment of GST by Service Provider, LG shall reserve the rights to recover the same from Service Provider with all such additional cost & expenses incurred in this regard.

14. CODE OF CONDUCT: Every Business associate of LG, including all its employees, shall deal with professionalism, honesty and integrity, as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties (A - C).

15. In addition to the obligations as mentioned above in the agreement, the Service provider is also under certain obligations and shall be responsible for the acts and deeds as specifically mentioned in Annexure -D.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first mentioned above.

<p>For and on behalf of LG Electronics India Pvt. Ltd.</p> <p>For LG Electronics India Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Name : Mukesh Singh Title : Branch Accounts Manager (Authorized Signatory)</p>	<p>For and on behalf of GI Staffing Services Private Limited</p> <p><i>[Signature]</i></p> <p>Name : Sonal Arora Kuljeet Singh Title : Country Manager Director Finance (Authorized Signatory)</p> <p><i>[Signature]</i></p> <p></p>
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Witness:

1. Vaibhav Nautiyal
[Signature]

ANNEXURE A
SERVICE ORDER

1. Description of Services:
Recruitment: GI Staffing Services Private Limited to line up candidates upon receiving requirement
Invoice Processing: Invoice to be raised within 2 working days of receiving input
Statutory Compliance: Local ESIC Card PF no., ID cards with photographs, to be provided to new joiners
Annual PF slip, Form-16, Form 3A & 6A to be provided to LGEIL
On-Boarding: Timely On-boarding and documentation for Salary Processing
Insurance for Employees: Insurance policy for employees and timely coordination for claims, in case any other policy taken by LG only Handing charge applicable @1%

2. Location of Services: 375, Industrial Area, **Patparganj**, Delhi-110092.

3. Service Fee:
There shall be a one-time fee ("Set-up Fee") to be paid to the Service Provider of **Rs. 75/- per person** for every new manpower. The said fee shall be paid by LGEIL subject to free replacement within three (03) months if any Associate resigns.
There shall be a monthly Service Fee of **Rs. 225/- per Associate per month.**

The PF Service Charge will be 01%, which will include 0.50% towards EDLI contribution. Where PF Wage/EDLI Wage is exceeded, the contribution amount will be capped to the tune of Rs 75/- per associate, calculated @ $15,000 * 0.50%$ as per the current capped PF Wage/EDLI Wage."

Any benefit announced by Govt / appropriate authority under provision of statutory compliance will be given, pass to LGEIL based on actual and refund the amount of benefit taken under the any Govt initiatives from Aug 2018 onwards

If new manpower is provided to LG Service Provider shall charge a processing fee of Rs. 1,000/- per new hire, provided that the new hire works for a minimum of 45 days. The amount of Rs. 1,000/- shall be payable only upon completion of 45 days of the new hire,



For LG Electronics India Pvt. Ltd.

Authorised Signatory

Annexure – B

BANK ACCOUNT DETAILS OF THE SERVICE PROVIDER

Bank Name : ICICI Bank
Branch Address : ICICI Bank, Transaction Banking Group, 19, Chawla House, Nehru
Place, New Delhi - 110019
Account Number : 418005000728
IFSC Code : ICICI0004180
SWIFT : ICICINBBCTS
IBAN Number : 4180



For LG Electronics India Pvt. Ltd.

Authorised Signatory

Annexure - C

Code of Conduct

I, do hereby Pledge to abide by the following promise while doing business with LG Electronics India Pvt. Limited (LGEIL) and will fulfill our Responsibilities and Obligations on the basis of Code of Conduct which is as under;

1. Will follow the Code of Conduct while undertaking duties and will not engage in any unfair transactions, misconduct or malfeasance. All business transactions will be based on principles of fair competition and will immediately notify to LGEIL Management on happening of such untoward Event.
2. Will not use/allow illegal or unfair use of LGEIL Assets in our Possession.
3. Will not give directly or indirectly any personal benefit to any LGEIL employee or their family, friends, dependents or associates under any circumstances and shall decline even if there is any request from LGEIL employee and will immediately notify to LGEIL Management on getting such request.
4. Will not invite / allow investment by any LGEIL employee (directly / indirectly) in our business.
5. Will notify LG and take consent before hiring / appointing any LGEIL employee including ex - employee.
6. Will maintain full confidentiality of all information gained in course of business with LGEIL.
7. Will fully cooperate and submit any related documents (documents necessary in investigating unfair transactions and malfeasances) requested by LGEIL when the company conducts periodic or occasional investigations into unfair transactions, misconducts or malfeasances in violation of the Code of Conduct.
8. Will not do/allow any manipulation / false reporting of figures or documents to LGEIL.
9. Will abide by all statutory laws & regulations in doing business with LGEIL
10. Will be responsible for any consequences followed by violation of this pledge, if disobeyed, may cause penalties or even may lead to termination of business forever.

Service Provider Name:

Signature :



Annexure- D
OBLIGATIONS OF SERVICE PROVIDER

1. The Service Provider/Service Provider/ Contractor shall employ adequate professionals / staffs to cope with work load as specified by LGEIL from time to time and keeping in view the provisions of all statutes applicable to LGEIL. The persons employed by the Service Provider/ Contractor shall be of impeccable character and sound health.
2. The Service Provider/ Contractor shall at its own expenses provide its staff with necessary identification/kits/equipment necessary to perform the assigned job and effective discharge of the services under this agreement. The Service Provider/ Contractor shall also be responsible for any mis-use of identity/photo cards by the above said staff/employees of the Service Provider/ Contractor.
3. The Service Provider/ Contractor shall ensure that the staff provided by it demonstrates good discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the management/supervisory staff of LGEIL. The Service Provider/ Contractor further undertakes its personal responsibility for the conduct and behavior of its staff/employees. If any employee of the Service Provider/ Contractor is found misbehaving with the management/supervisory staff of LGEIL or any person connected with LG business, the Service Provider/ Contractor shall take responsibility and take appropriate disciplinary action.
4. The Service Provider/ Contractor agrees and undertakes that the services provided by its staff/personnel shall be to the entire satisfaction of LGEIL and the Service Provider/ Contractor will make it clear to its staff that the latter are the employees of the Service Provider/ Contractor and that none of such personnel shall be entitled to be treated as employees of LGEIL for any purpose whatsoever and shall have no claims against LGEIL. LGEIL shall not be liable to wages, salary, and compensation and/or any statutory benefits due to its staff under the labour law and the Service Provider/ Contractor shall be responsible for providing such amenities to its employees admissible under the law/rules/service conditions. The Service Provider/ Contractor shall keep LGEIL indemnified for any action, complaint or violation of any laws in this regard.
5. LGEIL shall not be responsible for any claim against LGEIL for vacation pay, sick leave, retirement benefits, workers compensation, health or disability benefits or employee benefit of any kind under the labour law and/or any other law, the same shall be the responsibility of the Service Provider/ Contractor.
6. The Service Provider/ Contractor shall at all time keep accident insurance for all its employees working in LGEIL premises and LGEIL shall not be liable for any accident/insurance of any nature.
7. Bringing Tobacco or allied products like Gutkha etc., inside Premises & Chewing/eating/smoking is not allowed inside the company premises. The Service Provider/ Contractor will ensure the contract employees follow this in its true spirit and violation of the same will call for strict disciplinary action.



For LG Electronics India Pvt. Ltd.

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Authorised Signatory

8. Service Provider/ Contractor and his employees shall strictly follow "LG EESH Safety Policy" and Service Provider/ Contractor will also ensure to provide PPEs, Safety Equipments to his employees. Service Provider/ Contractor shall ensure to do his employees Health Check up regularly as per requirement of labour law and will provide health check up reports as and when required.
9. Service Provider/ Contractor shall pay the wages / salary of his employees through bank account within stipulated time and will submit the evidence of transfer of wages / salary in the bank account as per requirement of Company.
10. Service Provider/ Contractor shall engage employees whose KYC is available & there is no any criminal record in the past. Service Provider/ Contractor will ensure and maintain appropriate identification, police verification, record of his employees and will keep all record readily available for any verification. In case, if such employee is knowingly or unknowingly engaged by the Service Provider/ Contractor & found having criminal record, the Service Provider/ Contractor will be solely held responsible for the consequences, if any.



For LG Electronics India Pvt. Ltd.

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