

Amendment No. 1

This Amendment No. 1 (hereinafter referred to as the "Addendum") to the Warehouse Agreement dated 10th August, 2022 and entered into on this 26th day of June, 2023.

BY AND BETWEEN

Hands on Trades Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 301-B, Hemkunt Chambers 89, Nehru Place, New Delhi -110019 (hereinafter referred to as "Company", which expression shall include its successors and assigns) of the **FIRST PART**;

AND

Zomato Hyperpure Private Limited (formerly known as Zomato Internet Private Limited) a private limited company registered under the Companies Act 2013, having its registered corporate office at Ground Floor 12A, 94 Meghdoot Nehru Place New Delhi-110019 (hereinafter referred to as "Service Provider", which expression shall include its successors and permitted assigns) of the **SECOND PART**.

Service Provider and the Company are hereinafter referred to as the "Party" individually and collectively as "Parties".

WHEREAS:

- A. The Service Provider entered into warehousing e agreement with the Company on 10th August, 2022 ("Original Agreement") to provide the services as mentioned in the Original Agreement.
- B. Through this Addendum, the Parties mutually agree to amend the terms of the Agreement as more particularly detailed below.

NOW THEREFORE, THE ADDENDUM WITNESSES AS HEREUNDER:

1. This Addendum shall be effective from 1st April 2023 and shall remain coterminous with the Agreement.
2. Through this Addendum, the Parties have mutually agreed to replace Schedule - I of the Original Agreement dated 10th August, 2022 with the Annexure A of this Addendum.
3. The terms not defined in this Addendum shall have the same meaning as assigned to them in the Original Agreement.
4. In case of any conflict between the Original Agreement and the Addendum, it is expressly understood and agreed that the terms of this Addendum shall take precedence and supersede the Original Agreement, to the extent of such conflict.
5. This Addendum shall remain unaltered and in full force and effect unless any modification is made in writing and signed by the Parties hereto.

6. This Addendum may be executed in one or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute this Addendum when a duly authorized representative of each Party has signed a counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month, and year first hereinabove written:

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| For and on behalf of Zomato Hyperpure Private Limited | For and on behalf of Hands On Trades Private Limited |
|   Signatures |   Signatures |
| Name: | Name: Pankaj Satija |
| Title: Authorized Signatory | Title: Authorised Signatory |

Annexure-A

STATEMENT OF WORK

SOW Effective Date: 1st April 2023

This SOW forms an integral part of the Service Agreement ("**Agreement**") entered by and between **Hands on Trades Private Limited** ("**Company**") and **Zomato Hyperpure Private Limited** (formerly known as **Zomato Internet Private Limited**) ("**Service Provider**"), the terms and conditions of which are incorporated herein by this reference.

This SOW further details the scope of work of the Services to be provided by Service Provider in accordance with the terms and conditions of the Agreement. Company and Service Provider shall be referred to as a "**Party**" and together the "**Parties**".

By executing this SOW, the Parties acknowledge that they have reviewed the terms and conditions incorporated into this SOW and agree to be legally bound by the same.

This SOW commences on **1st April 2023** ("**SOW Effective Date**") and shall be valid for a period of 3 years therein. If the Agreement referenced above expires or is otherwise terminated, its terms and conditions will continue to apply to this SOW until this SOW expires or is otherwise terminated as provided in the Agreement or this SOW.

1. Scope of Work:

The Service Provider will provide Services as per **Annexure A** of the Agreement at the warehouse located at different locations ("**Warehouse**")

2. Service Fee:

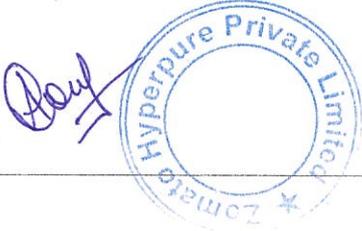
Fee = 1.35 % of the total value of the Products procured by Company and stored at Warehouse in accordance with the terms of this Agreement, for a period starting from the first day of a month till the last day of such month.

Provided however, the Parties may mutually agree to amend the Fee from time to time based on parameters such as nature of Products stored at the Warehouse, number of shipment orders from the Warehouse, costs of logistics services, etc. GST and other applicable taxes will be charged over and above the abovementioned Fees.

For the purpose of this Schedule, the total value of the Products (net of returns) shall be determined based on the value as set out in the Goods Receipt Note (GRN) exclusive of taxes. The Company agrees to provide certified copies of the invoices referred above to the Service Provider

3. Payment Terms:

As per the terms specified in the Agreement.

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| <p>For and on behalf of Zomato Hyperpure Private Limited</p> | <p>For and on behalf of Hands On Trades Private Limited</p> |
| <p>Signatures </p> | <p>Signatures </p> |
| <p>Name:</p> | <p>Name: Pankaj Satija</p> |
| <p>Title: Authorized Signatory</p> | <p>Title: Authorised Signatory</p> |