

ADDENDUM NO. 2

This Addendum No. 2 (“**Addendum**”) to the Warehouse Agreement dated August 10, 2022 (“**Original Agreement**”) and entered into on this June 24, 2024.

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 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 agreement with the Company on August 10, 2022 (“**Original Agreement**”) and Addendum dated June 26, 2023 (**Addendum No. 1**) to provide the services as mentioned in the Original Agreement.
- B. Through this Addendum, the Parties mutually agree to amend the terms of the Original Agreement as more particularly detailed below.

NOW THIS ADDENDUM WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. INTERPRETATION

Except as specifically provided in this Addendum, all terms capitalized and defined in the Original Agreement and subsequent addendums that are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement read with subsequent addendums.

2. ADDENDUM

- 2.1. Through this Addendum, the Parties have mutually agreed to replace **Schedule – I** of the Original Agreement with the Annexure of this Addendum.

3. CONFLICT

The terms of this Addendum shall form an integral part of and shall be read with and in conjunction with the terms of the Original Agreement and be enforced as if the provisions of this Addendum were incorporated therein. In case of any conflict between the terms of the Original Agreement and this Addendum, the terms of this Addendum shall prevail over the terms of the Original Agreement, to the extent of such conflict. Termination of the Original Agreement automatically terminates this Addendum as well.

4. ADDENDUM

This Addendum may be amended only with the written consent of both the Parties.

5. COSTS

Each Party must pay its own expenses incurred in negotiating, preparing, executing and carrying into effect this Addendum.

6. TERM AND TERMINATION

This Addendum shall be co-terminus with the Original Agreement.

7. ENTIRE AGREEMENT

This Addendum read along with the Original Agreement constitutes the entire understanding between the Parties with regard to the subject matter hereof and supersedes and extinguishes any prior arrangement or understanding (whether oral or in writing) in relation thereto.

8. IMPORT OF CLAUSES FROM THE AGREEMENT

Without prejudice to any other provisions of this Addendum, the provisions of the Original Agreement shall be deemed to be incorporated mutatis mutandis into and to form part of this Addendum.

IN WITNESS WHEREOF, each of the aforementioned named Parties has signed and executed this Addendum and all the original copies hereto, on the date first above written:

Hands on Trades Private Limited	Zomato Hyperpure Private Limited
Signature: 	Signature: 
Name: Pankaj Satija	Name: Akshant Goyal
Title: Authorised Signatory	Title: Authorised Signatory

Schedule – I

STATEMENT OF WORK

SOW Effective Date: 1st April 2024

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** (“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 2024** (“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:

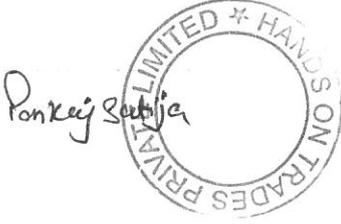
Fee = 2 % of the total value of the Products procured by Company and stored at Warehouse in accordance with the terms of this Agreement, for a period starting from the first day of a month till the last day of such month.

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.

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