

**Registered Address**

Mondelez India Foods Pvt. Ltd.  
 (Formerly Cadbury India Ltd.)  
 UNIT No. 2001, 20th FLOOR, TOWER 3 (Wing C),  
 INDIABULLS FINANCE CENTRE, LOWER PAREL,  
 MUMBAI- 400013, PHONE: 022-33963100.  
 PAN : AAACC0460H.

**Vendor Number:** 549731  
 CONNECTIVITY IT SOLUTIONS PVT LTD  
 1877 31ST CROSS BSK 2ND STAGE  
 3RD FLOOR GANGOTHRI 10TH MAIN  
 BANGALORE 560070  
 Karnataka India

**Purchase Order 4580717275**

Please quote this reference on all your documents

|                       |                        |
|-----------------------|------------------------|
| <b>Document Date</b>  | 21.10.2018             |
| <b>Current Date</b>   | 11.12.2018             |
| <b>Contact Person</b> | Chetan Machhi          |
| <b>Email</b>          | Chetan.Machhi@mdlz.com |

For Purchase Order and Delivery inquiries, please  
 contactMDLZProcOPSAHelpdesk@mdlz.com or +91 124 3337454

**Please Send Your Invoices to:**

Bill to : Mondelez India Foods Pvt Ltd

**Soft Copy:**INPOINVOICES@mdlz.com and MDLZ Contact Person

Hard Copy:

Accenture Services Pvt Ltd  
 12th Floor,BDC 10 B (Garnet)  
 Bagmane Developes Pvt Ltd SEZ-II  
 KR Puram, Marathalli Ring Road  
 Doddanekundi Village, KR Puram Hobli  
 Bangalore - 560048

**Invoice Inquiries can be sent to:**

inpayables@mdlz.com or +91-1246237260 or +91-1243337260

**Payment Terms:** 060R, 60 days due net from Invoice Receipt Date

**Delivery Terms:** DDP, Delivered Duty Paid, Delivered Duty Paid

We require an acknowledgement for the following items :

Currency : INR

| Item  | Description | Quantity    | Purchase UOM | Requisition Number | Delivery Date | Price Per Unit (Unit pr./Pr.Unit/PrUOM) | Net Value |
|-------|-------------|-------------|--------------|--------------------|---------------|---|-----------|
| 00010 |             | 158,823.320 | EA           |                    | 28.11.2018    |   |           |

| Sch. Line | Sch. Qty. | Del. Date |
|-----------|-----------|-----------|
|-----------|-----------|-----------|

|      |             |            |
|------|-------------|------------|
| 0001 | 158,823.320 | 28.11.2018 |
|------|-------------|------------|

**Desc. 8116 - WS-C3650-24PS-L Kanakapura**

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
|-------------|-------------|-----------|

Purchase Order **4580717275**

We require an acknowledgement for the following items :

Currency : INR

| Item | Description | Quantity | Purchase UOM | Requisition Number | Delivery Date | Price Per Unit (Unit pr./Pr.Unit/PrUOM) | Net Value |
|------|-------------|----------|--------------|--------------------|---------------|---|-----------|
|      |             |          |              | Sub Total          |               |   | 158823.32 |
|      |             |          |              | Grand Total        |               |   | 158823.32 |

Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
 C/o PARSONS NUTRITIONALS PVT LTD  
 319C, 320A & B & 321 HAROHALLI INDL AREA ,2ND PHASE,  
 562112 KANAKPURA TQ, RAMANAGAR DIST  
 INDIA  
 GSTINNO:29AAACC0460H1ZY

**00020** 158,823.320 EA 28.11.2018

| Sch. Line | Sch. Qty.   | Del. Date  |
|-----------|-------------|------------|
| 0001      | 158,823.320 | 28.11.2018 |

**Desc. 8116 - WS-C3650-24PS-L Faridabad**

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
| Sub Total   |             | 158823.32 |
| Grand Total |             | 158823.32 |

Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
 C/O BARMALT PLANT-EXTERNAL W/H  
 SPICE RESORTS, OPP.RAJWADA HOTEL, KHARKADA CHOWK , NH8,  
 123110 DHARHUHERA, DISTT. REWARI  
 INDIA  
 GSTINNO:06AAACC0460H1Z6

**00030** 158,823.320 EA 27.11.2018

| Sch. Line | Sch. Qty.   | Del. Date  |
|-----------|-------------|------------|
| 0001      | 158,823.320 | 27.11.2018 |

**Desc. 8116 - WS-C3650-24PS-L Hapur**

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
| Sub Total   |             | 158823.32 |
| Grand Total |             | 158823.32 |

Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
 GHAZIABAD DEPOT

Purchase Order **4580717275**

We require an acknowledgement for the following items :

Currency : INR

| Item | Description  | Quantity | Purchase UOM | Requisition Number | Delivery Date | Price Per Unit (Unit pr./Pr.Unit/PrUOM) | Net Value |
|------|--|----------|--------------|--------------------|---------------|---|-----------|
|      | 153, K.NO.146-149,RELIANCE ROAD, JINDAL NAGAR<br>201302 HAPUR TQ,GALAND VLG, GHAZIABAD<br>INDIA<br>GSTINNO:09AAACC0460H1Z0 |          |              |                    |               |   |           |

00040 158,823.320 EA 27.11.2018

| Sch. Line | Sch. Qty.   | Del. Date  |
|-----------|-------------|------------|
| 0001      | 158,823.320 | 27.11.2018 |

**Desc. 8116 - WS-C3650-24PS-L Indore**

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
| Sub Total   |             | 158823.32 |
| Grand Total |             | 158823.32 |

 Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
INDORE DEPOT  
71-73 K.NO.66/1,68/3,67/4/2,RASHMI WH COMPOUND  
452010 LASODIA MORI,DEWAS NAKA,INDORE  
INDIA  
GSTINNO:23AAACC0460H1ZA

00050 158,823.320 EA 27.11.2018

| Sch. Line | Sch. Qty.   | Del. Date  |
|-----------|-------------|------------|
| 0001      | 158,823.320 | 27.11.2018 |

**Desc. 8116 - WS-C3650-24PS-L Raipur**

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
| Sub Total   |             | 158823.32 |
| Grand Total |             | 158823.32 |

 Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
RAIPUR DEPOT  
P.No104 KHASRA NO59/2&73, OPP.JAIKA AUTOMOBILES  
492001 RING RD NO1,RAIPURA RD, RAIPUR  
INDIA  
GSTINNO:22AAACC0460H1ZC

Purchase Order **4580717275**

We require an acknowledgement for the following items :

Currency : INR

| Item         | Description | Quantity    | Purchase UOM | Requisition Number | Delivery Date | Price Per Unit (Unit pr./Pr.Unit/PrUOM) | Net Value   |
|--------------|-------------|-------------|--------------|--------------------|---------------|---|-------------|
| <b>00060</b> |             | 158,823.320 | EA           |                    | 27.11.2018    |   |             |
|              |             |             |              |                    |               | Sch. Line                               | Sch. Qty.   |
|              |             |             |              |                    |               | 0001                                    | 158,823.320 |

Desc. 8116 - WS-C3650-24PS-L Siliguri

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
| Sub Total   |             | 158823.32 |
| Grand Total |             | 158823.32 |

 Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
 SILIGURI DEPOT  
 PARIBAHAN NAGAR, DIST-DARJEELING  
 734010 SILIGURI-MATIGARA  
 INDIA  
 GSTINNO:19AAACC0460H1ZZ

|              |             |    |            |           |             |            |
|--------------|-------------|----|------------|-----------|-------------|------------|
| <b>00070</b> | 158,823.320 | EA | 27.11.2018 | Sch. Line | Sch. Qty.   | Del. Date  |
|              |             |    |            | 0001      | 158,823.320 | 27.11.2018 |

Desc. 8116 - WS-C3650-24PS-L Surendranagar

|             |             |           |
|-------------|-------------|-----------|
| Basic Price | 1.00 / 1 EA | 158823.32 |
| Sub Total   |             | 158823.32 |
| Grand Total |             | 158823.32 |

 Delivery Address : MONDELEZ INDIA FOODS PVT LTD  
 C/o MAKSON PHARMACEUTICALS(I)PVTLTD  
 195 RAJKOT HIGHWAY  
 363020 SURENDRANAGAR  
 INDIA  
 GSTINNO:24AAACC0460H1Z8

**Purchase Order 4580717275**

We require an acknowledgement for the following items :

| Item   | Description | Quantity  | Purchase UOM | Requisition Number | Delivery Date | Currency : INR                          |                    |            |
|--|-------------|---|--------------|--------------------|---------------|---|--------------------|------------|
|  |             |   |              |                    |               | Price Per Unit (Unit pr./Pr.Unit/PrUOM) | Net Value          |            |
| 00080  |             | 158,823.320   | EA           |                    | 27.11.2018    |   |                    |            |
|  |             |   |              |                    |               | Sch. Line                               | Sch. Qty.          | Del. Date  |
|  |             |   |              |                    |               | 0001                                    | 158,823.320        | 27.11.2018 |
| <hr/>  |             |   |              |                    |               |   |                    |            |
| <b>Desc. 8116 - WS-C3650-24PS-L Jabalpur</b> |             |   |              |                    |               |   |                    |            |
|  |             |   |              | Basic Price        |               | 1.00 / 1 EA                             |                    | 158823.32  |
|  |             |   |              | Sub Total          |               |   |                    | 158823.32  |
|  |             |   |              | Grand Total        |               |   |                    | 158823.32  |
| <hr/>  |             |   |              |                    |               |   |                    |            |
| Delivery Address :                           |             | MONDELEZ INDIA FOODS PVT LTD<br>JABALPUR DEPOT<br>385/4 Karmeta, Patan Road, Opp. Hyundai Car Showroom<br>482005 JABALPUR<br>INDIA<br>GSTINNO:23AAACC0460H1ZA |              |                    |               |   |                    |            |
|  |             |   |              |                    |               |   |                    |            |
|  |             |   |              |                    |               |   |                    |            |
|  |             |   |              |                    |               |   |                    |            |
| <hr/>  |             |   |              |                    |               |   |                    |            |
|  |             |   |              |                    |               | <b>Currency</b>                         | <b>Total Value</b> |            |
|  |             |   |              |                    |               | INR                                     | 1,270,586.56       |            |

Please confirm the receipt of this Purchase Order and your ability to meet the delivery date, quantity ordered and unit price.  
 Confirmation email should be sent to MDLZPOA\_APAC@mdlz-ssc.com

Note :- Taxes as applicable under GST Rules.

#### PURCHASE ORDER - GENERAL TERMS & CONDITIONS

Unless a separate Contract has been executed between the parties, the terms and conditions contained herein ("Terms & Conditions") shall apply except that notwithstanding any other provisions set out here under or under any other contract or document executed between the parties, for tax purposes, the provisions as set out under Clause 10 shall supersede and be applicable between the parties:

1. **ACCEPTANCE:** The placing of a Purchase Order ("PO") by Mondelez India Foods Private Limited (Formerly Mondelez India Foods Limited) ("MIFPL") with the Seller / Service Provider constitutes an instruction on the part of MIFPL to the Seller/Service Provider to supply the Goods/ render the Services specified in the PO on the Terms & Conditions contained herein. The Seller / Service Provider must within 7 (seven) days of receipt of PO confirm in writing his/its acceptance/ non-acceptance of the PO including the Terms & Conditions contained herein, failing which such PO will be deemed to have been accepted by the Seller / Service Provider. MIFPL may retract such instruction at any time prior to acceptance of the Goods/ Services by MIFPL or vary it, and intimate Seller / Service Provider of such retraction.

#### 2. DEFINITIONS:

Confidential Information means any and all information and other materials, written or oral, disclosed, communicated or supplied by either party to the other party, including to its directors, officers, employees or its expressly authorized representatives or agents (collectively referred to as "Representatives") relating to (a) this PO; (b) designs, drawings, specifications/ service levels, techniques, models, prototypes, data, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, Intellectual Property of either party, marketing techniques and materials, marketing and development plans, and financial information; (c) any technical or non-technical information disclosed by either party relating to the development or implementation of the specifications/ service levels; (d) all information and systems of either party to which the other party has access; (e) any information disclosed to MIFPL by any third party under obligations of confidentiality to MIFPL; and (f) all information which a person familiar with the FMCG industry would consider as confidential.

Goods means the materials, products or equipments as specifically described under the PO to be supplied by the Seller to MIFPL under the terms of the PO.

Intellectual Property means any and all current and future registered or unregistered rights in respect of patents, copyright (including future copyright), design rights, trade marks, circuit layouts, trade secrets, rights in know-how and confidential information, data base rights and all other intellectual and industrial property rights (without limitation) and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights or any right to use any third party's intellectual property.

Services means any services as specifically described under the PO to be provided by the Service Provider to MIFPL under the terms of this PO and includes services as are incidental or ancillary to the performance of the services.

Special PO Conditions means any terms and conditions of this PO that do not part of these Terms & Conditions and shall include any other attachments hereto.

3. **QUALITY, DEFECTS & SHORT-DELIVERIES:** (i) All Goods supplied and /or Services rendered shall be of good quality, and workmanship subject to MIFPL's satisfaction and in particular must meet the specifications / service levels but without limitation also be as required by law in respect of title, quality, quantity, purpose or description. If MIFPL names approved materials suppliers for any materials related to Goods, the Seller will buy the materials from those suppliers unless it would cause the Seller to breach any existing contract for purchasing such materials and consequently the Seller will adjust its base prices to reflect savings realized by MIFPL's favorable terms. MIFPL reserves the right to reject any Goods/ Services which are faulty or do not conform to the quality, standard, or description as specified in the specifications/ service levels in the PO or service levels prescribed (together " Non - Conforming Goods/Services") at the time of acceptance of Goods/ Services or even thereafter in which case MIFPL may, in case of supply of Goods, require the Seller to remove the Non-Conforming Goods from MIFPL's premises and promptly replace or repair or otherwise make good any defects in the Goods and bear all incidental costs, including any costs of removal associated with any such replacement or repair or making good of the defects and any duties, taxes and costs with respect to import or export of parts and in case of both Goods and Services, require the Seller to a) promptly replace such Non - Conforming Goods/Services with Goods/Services which meet the relevant standards or specifications/ service levels and which are acceptable to MIFPL and bear all incidental costs associated with any such replacement and any duties, taxes and costs with respect thereof, or b) refund to MIFPL all monies paid in respect of the Non- Conforming Goods/ Services. If Seller / Service Provider fails to take any of the corrective action described herein within 7 (seven) days of so requesting, MIFPL may at its option, upon notice to Seller (i) carry out the work itself or engage another party to do so at the Seller's/ Service Provider's own risk and expense; any costs incurred by MIFPL in doing so shall be a debt due from the Seller/ Service Provider to MIFPL; or (ii) shall entitle MIFPL to invoke the performance bank guarantee, if any; or (iii) choose to replace any Non-Conforming Goods/Services from any other source, and the Seller/Service Provider will reimburse MIFPL for any incremental costs incurred by MIFPL in connection therewith; or (iv) take such other reasonable action as MIFPL deems fit and charge the Seller for all costs incurred by MIFPL in relation thereto. In case of short deliveries of Goods, MIFPL may accept part deliveries if notified. In case of excess deliveries of Goods, MIFPL may return to the Seller Goods supplied in excess of quantities ordered and may charge the Seller for all expenses related thereto. MIFPL shall also be at liberty to cancel / curtail or postpone the purchase of Goods and/or provision of Services due to existence of Force Majeure Event.

4. **REPRESENTATIONS AND WARRANTIES:** In case of Goods, the Seller warrants to MIFPL that (a) none of the Goods infringe any third party rights (including any Intellectual Property rights), law, statute, regulation or rule; (b) the Seller complies with and the Goods shall comply with all applicable central, state and local laws, ordinances, orders, circulars, notifications, rules, regulations, industry standards and MIFPL's internal policies as provided to and amended by MIFPL from time to time; and (c) at the time of delivery of Goods and for the entire intended useful life: i) the Goods are not defected and are of merchantable quality, ii) are fit for any purpose for which MIFPL intends to use them, iii) and correspond with any description or sample the Seller has previously provided and approved by MIFPL; (d) the Goods shall be properly contained, packaged, marked and labeled; (e) none of the Goods or their packaging will impart any unintended flavor, odor, or color to any MIFPL finished product; (f) no liens, encumbrances, security interests, or other third party claims shall attach to any Goods purchased by MIFPL hereunder and that the Seller has all right, title and interest in the Goods to grant to MIFPL the rights and licenses contained herein. Where Goods are intended for human consumption or are an ingredient to be used in the manufacture of goods intended for human consumption the Seller additionally warrants that the Goods: (a) are fit for human consumption (b) comply in all respects with all relevant provisions of all applicable laws including applicable food, health, trade practices, weights & measures laws in India; (c) are not adulterated or contaminated in any manner, and (d) do not comprise and are not derived from any genetically modified organisms or products.

In case of Services, the Service Provider warrants that: (a) none of the Services or its related aspects, infringe any third party rights (including any Intellectual Property right), law, statute, regulation or rule; (b) its employees, agents and sub-contractors have the requisite skill and expertise to provide the Services; (c) the Services shall be

performed diligently in a good and workmanlike manner to the highest professional standards and free from deficiencies; (d) it shall comply with all applicable central, state and local laws, ordinances, orders, circulars, notifications, rules, regulations, industry standards and MIFPL internal policies as provided to the Service Provider and amended from time to time; and (e) it has not been black listed or suspended by any Government authorities and/or other bodies such as public sector undertaking, university institution, government hospitals.

5. **INDEMNITY:** Each party hereby indemnifies the other party and its employees, directors, representatives, consultants and agents (collectively "Indemnified Persons") against any loss, damage, injury, cost, proceedings, judgments, suits, taxes, interests, penalties, expenses (including reasonable attorneys fees) or liability sustained by the Indemnified Persons as a result of or in connection with (a) the failure of the indemnitor to perform in accordance with the PO or due to any act or omission in tort including negligence, breach of statutory duty, breach of contract, deficiency in Services, breach of applicable laws including failure to maintain appropriate licenses and/or approvals as may be required under law or other act or omission of the indemnitor; (b) breach of any representation or warranty given by either party; (c) the negligent or willful misconduct of either party or any of its directors, officers, employees or agents; (d) any such infringement of any third party Intellectual Property rights; (e) third party claims resulting from any of the above. The Seller/Service Provider hereby indemnifies MIFPL against any loss, damage, injury, cost, proceedings, judgments, suits, taxes, interests, penalties, expenses (including reasonable attorney's fees) or liability sustained by MIFPL as a result of or in connection with the supply of Goods and / or Service for which MIFPL may be liable to third parties due to any negligence, breach of statutory duty, breach of contract or PO, or other act or omission of the Seller / Service Provider; (c) in case of Goods, damage that MIFPL may suffer if a product recall is initiated by MIFPL or under the Order of a Court / competent authority, due to the use of Goods supplied by the Seller;

If an indemnity payment is made by the Seller/ Service Provider, it shall also pay MIFPL an additional amount equal to any tax which is payable by the recipient in respect of that indemnity payment. The indemnitor shall pay indemnified claims within 30 (thirty) days of written demand for payment (30) days and any indemnification payment not made when due will bear interest at 4% per annum, for each day from due date until paid.

6. **DELIVERY:** The date(s) of delivery of Goods and/or commencement and performance of the Services shall be those specified in the PO or as otherwise agreed in writing by the Seller/ Service Provider and MIFPL. Goods / Services must be delivered on the specified date, failing which MIFPL shall be at liberty to cancel the PO and /or purchase Goods from the open market or procure Services from a third party at the Seller's/ Service Provider's expense and/or refuse to accept any subsequent delivery of the Goods/ Services which the Seller/ Service Provider attempts to make and/or The above remedies do not limit MIFPL's right to enforce any other remedy that MIFPL may have against the Seller/ Service Provider. Goods must be consigned to the delivery name and address shown in the PO, along with the delivery challan and GST tax invoice to enableMIFPL to avail of requisite tax credit on GST if payable. In case of Goods, machines, plants or fittings, whether imported or manufactured locally, must be installed, erected or delivered at the specified place in working condition by the Seller, unless mentioned otherwise in the PO failing which all expenses incurred by MIFPL in putting them in working condition will be at the Seller's expense.

7. **PACKAGING:** In case of Goods, the Seller shall ensure that the Goods are adequately packaged and marked and shall ensure their safe and secure transportation and storage until delivery to delivery point. In complying with this obligation, the Seller shall have regard to the packing marking and shipping specifications, as may be applicable.

8. **RISK & TITLE IN GOODS:** Unless specified otherwise in the special conditions to the PO, and notwithstanding the delivery of the Goods as above, title in Goods and risk, of any nature whatsoever shall remain with the Seller at all times until the Goods have been accepted by MIFPL.

9. **PRICE, INVOICES AND SET-OFF:** (i) The price set forth in this PO is firm and is the total amount due from MIFPL for the Goods/Services, including without limitation duties, taxes or any other charges agreed upon by MIFPL, subject to adjustment for any rebates or credits described herein. No variation in the price will be accepted unless confirmed by MIFPL in writing. (ii) Fall Clause. During the currency of the PO, in case the Seller/Service Provider contracts with other buyer(s) at prices lower than indicated in this PO, then the same shall be made applicable to this PO also. Such lower price contract shall be brought to the notice of category manager within 3 (three) days of execution of earlier of the contract and/or purchase order, at lower price. (iii) The Seller/Service Provider shall raise an invoice upon MIFPL and the same will be paid by MIFPL within 60 (sixty) days of its receipt at the head office of MIFPL. Invoices will be accepted for payment only if MIFPL's PO number and Seller's delivery challan number are quoted, and the invoices are GST compliant as set out under Clause 10hereto. If the Seller/Service Provider submits invoices to MIFPL more than 6 (six) months after providing the Goods and/or Services, MIFPL shall not be obligated to pay the Seller/Service Provider provided the delay is not due to any fault of MIFPL. Subject to applicable laws, the payment for Goods and/or Services shall be made after necessary deduction of withholding taxes. All out of pocket expenses incurred by the Seller/Service Provider will be reimbursed on actuals provided prior approval in writing of MIFPL is taken and provided supporting documents for the expenses incurred are furnished. In the case of any disputed invoices, MIFPL will pay the undisputed part of the invoice and withhold the balance pending resolution of the dispute. (iv) MIFPL reserves the right to deduct from any monies due or becoming due to the Seller/ Service Provider to MIFPL in respect of Goods supplied or Services rendered under any PO/Contract including any loss of input tax credit toMIFPL on account of any default of the Seller / Service Provider (as more particularly set out under Clause 10 hereto). Further MIFPL reserves the right to deduct from any payments owed under a PO to the Seller /Service Provider, any amount that the Seller/Service Provider or its affiliates owe to MIFPL or its affiliates. (v) Any amounts recoverable from the Seller/Service Provider under this PO due to non compliance of the terms and conditions of this PO shall be deducted from the invoice of the Seller/Service Provider. Further MIFPL may withhold, retain or set off from any payment due to the Seller / Service Provider under this PO amounts MIFPL deems necessary to protect it against any costs, charges, expenses and damages for which the Seller / Service Provider may be liable to it under or in connection with this PO. (vi) This right to withhold, retain or set off does not limit MIFPL's right to recover those amounts in any other way. (vii) The Seller/ Service Provider must ensure at all times during the term of this PO the price for the Goods / Services under this PO is no less favourable to MIFPL than any price at which the Seller/ Service Provider provides or offers to provide goods and services which are equivalent or similar to the Goods / Services to any other customer/ client of the Seller / Service Provider.

**10 OBLIGATIONS RELATING TO GOODS AND SERVICES TAX:** The term #GST# shall include the Central Goods and Services Tax (CGST), the State Goods and Services Tax (SGST), Integrated Goods and Services Tax (IGST), Union Territory Goods and Service Tax (UTGST) and / or any other taxes levied under the Central / Relevant State/Union Territory Goods and Service Tax Act, 2017 and the rules and regulations made thereunder, the relevant state GST legislation or any other GST related legislations in India as may be applicable. The term #GST legislation# should be accordingly interpreted.

Covenants pertaining to GST: (a) The Seller / Service Provider undertakes to fulfill all requisite conditions and to be compliant under GST legislation, including timely payment of all taxes to the government (including timely payment on any advances received from MIFPL), issuance of tax compliant invoice, timely upload of all invoices

in GSTR-1 return, timely and accurate filing of periodic returns, etc so as to ensure that MIFPL is capable of availing the entire input tax credit; (b) The invoice shall set out the nature of tax levied i.e whether CGST, IGST, SGST or UTGST and set out the correct classification and applicable rates as per GST legislation; (c) All documentation including all invoices, debit notes, credit notes, etc. issued to MIFPL shall be GST compliant and will be as per the format prescribed under the GST legislation and GST Invoice Rules with correct GSTIN of MIFPL to ensure entire input tax credit is available to MIFPL. The invoice must quote the GSTIN of the Delivery Point (receiving location of MIFPL) as quoted in the Purchase Order; (d) All invoices, debit notes, credit notes, etc. shall be provided to MIFPL within time prescribed under the relevant GST legislation; (e) MIFPL may reject any invoice which is non-compliant with the above, and require the Seller / Service Provider to issue a modified invoice providing relevant and correct information; (f) All invoices shall be processed only after receipt of revised compliant invoice with accurate details; (g) Valid e-way bills and such other documents as required under GST legislation shall be raised in a timely manner by the Seller / Service Provider. MIFPL may withhold payments in case of non-compliant deliveries; (h) The Seller / Service Provider shall support MIFPL on various aspects of compliance with the transitional provisions under GST legislation and assist MIFPL in identifying tax benefits or refunds as the case may be that may accrue on stocks, credits, taxes, etc on implementation of the GST legislation and pass-on the same to MIFPL; (i) All benefits of reduction in tax rates, exemptions, concessions, rebates, set off, credits, etc. or introduction of new tax rates, exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of goods or performance of obligations including reduction in procurement price, including reduction of tax rates as a result of statutory changes or judicial rulings and reduction in price where the Vendor is benefited due to reduction in taxes, shall be passed on to MIFPL; (j) Any change to place of delivery or classification of the goods / services must be informed and agreed in advance with MIFPL.

The Seller/Service Provider shall upload the details of sales/services to MIFPL on a timely basis in GSTR -1 so as to ensure that MIFPL can avail input tax credit of the same. In case the Seller/Service Provider fails to upload the details of sales in GSTR 1 return, the details of Input tax credit available to MIFPL shall be added in GSTR 2 which shall be made available to Seller/Service Provider through GSTR 1A return. The Seller/Service Provider shall accept the details of such sales / services as provided by MIFL in GSTR 1A failing which, the Seller / Service Provider shall be liable for any loss, including any loss on account of input tax credit to MIFPL that arises on account of above non # compliance or deviation, or arising out of any dispute related to place of supply, delivery point, HSN/SAC classification or applicable GST rates; and MIFPL shall be entitled to recover such losses / amounts from any amounts due or payable to the Seller / Service Provider. Payments in relation to GST amount shall not be released if invoice details are not reflected by Seller/Service Provider in their GSTR # 1 return or amendments made by MIFPL in its GSTR -2 are not accepted by the Seller/Service Provider.

**Indemnity:** In the event of any loss caused to MIFPL including by reason of any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability becoming payable by MIFPL due to any act or omission of the Seller / Service Provider under this PO read with the existing agreement / arrangement between the parties or non-compliance with any applicable GST legislation or because of a demand/ recovery initiated by any revenue or other authority under GST legislation, the Seller / Service Provider shall indemnify and keep indemnified MIFPL from any loss suffered by MIFPL and shall reimburse MIFPL for all such losses caused to MIFPL or payments made by MIFPL.

**11. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:** (i) Each party will continue to own all intellectual property that it owns outside this PO. (ii) The Seller/Service Provider agrees that all MIFPL Intellectual Property vests in and remains the property of MIFPL or the relevant third party licensor and the Seller/Service Provider acknowledges that nothing herein confers or gives rise to any rights in or ownership of MIFPL Intellectual Property in favour of the Seller/ Service Provider. In case of Goods, the Seller will ensure that the Goods and their manufacture, sale, use, consumption, and resale do not and will not violate any third party Intellectual Property rights. (iii) In so far as the Goods are not specially commissioned by MIFPL or the Services are not specially provided to MIFPL and contain intellectual Property rights which belong to the Seller/Service Provider or another third party the Seller/Service Provider grants to MIFPL a perpetual, non-exclusive, assignable, world-wide, royalty-free license to use such Intellectual Property rights including any related documentation and updates in this regard. If Goods or Services have been specially designed for or requested by MIFPL (the "Custom Works") all Intellectual Property rights in and relating to the Custom Works, will vest in and become part of MIFPL's property on payment of the invoice amount. (iv) If parties elect to jointly develop any new technology related to the Goods MIFPL will do so only under a separate written development agreement. (v) Each party shall indemnify and keep indemnified the other party and its directors, officers, employees and representatives against claims arising out of or in connection with infringement of any third party Intellectual Property rights. Additionally, if MIFPL is prohibited from using any Goods because of infringement of third party's Intellectual Property rights, then in addition to its indemnification requirements as set forth above, the Seller /Service Provider will, at its own expense but at MIFPL's discretion: (a) obtain for MIFPL the right to continue using such Goods/ Services; or (b) replace the Goods/Services with a non-infringing substitute that functions the same in MIFPL's reasonable judgment; or (c) modify it to make it non-infringing without loss of functionality; or, (d) if (a), (b), and (c) are not commercially feasible then take it back from MIFPL and refund the applicable amounts paid.

**12. CONFIDENTIALITY:** (i) Each party will hold and keep in confidence all Confidential Information of the other party and undertake that they will not without the other party's prior written consent copy, reproduce distribute or disclose or in any other way use any Confidential Information except to/by the Representatives on a need to know basis and subject to such Representatives entering into a written confidentiality undertaking in the same terms as this and such requesting party and its Representatives will not use any Confidential Information for any purpose other than the performance of the PO. (ii) The foregoing provisions shall be further subject to the terms of any Contract executed by the parties relating specifically to confidentiality. (iii) The party will protect all Confidential Information until 5 (five) years after obtaining it, except any trade secret identified in writing by a party, for so long as such Confidential Information remains a trade secret. (iv) For any breach of obligation of confidentiality by a party, the other party shall in addition to any other remedies, be entitled to seek injunctive or other equitable relief against such party to prevent any further or continuing breach of the party's obligations.

### **13. TERMINATION**

**13.1.** MIFPL may at any time terminate this PO immediately by written notice to the Seller/ Service Provider, if the Seller / Service Provider: (i) enters or threatens to enter into bankruptcy, liquidation or any other form of insolvency, administration, management or receivership or is a part of any other similar legal proceeding; or (ii) enters into any scheme or arrangement with its creditors or suspends payment of its debts and/or becomes unable to pay its debts when they are due (or is subject to any action, proceeding or event similar or equivalent to any of the above-mentioned foregoing events); or (iii) the Seller/ Service Provider is in breach of its obligations or any covenant or representation or warranty or condition under this PO, and such breach is incapable or being remedied or if capable of being remedied is not so remedied within 7 (seven) days of the receipt of a notice from the Purchaser; and (iv) any other event occurs which is an event of termination under the PO or which in the opinion of MIFPL, reasonably impinges on the Seller's/ Service Provider's capability to fulfil its contractual commitments.

13.2. MIFPL may, by 15 (fifteen) days written notice to the Seller/ Service Provider, terminate this PO in the event of occurrence any one of the following: (i) The Seller's/ Service Provider's rights under the PO are assigned or encumbered by operation of law or otherwise for any reason whatsoever; or (ii) The Seller's or any affiliate of the Seller's is mentioned in media of any kind in connection with environmental breaches, product contamination or quality failures; and (iii) If MIFPL or any of its affiliates sells, transfers, or otherwise ceases to own or run such operating unit or business that requires or uses the Goods/ Services.

13.3. MIFPL may at its sole discretion terminate this PO in whole or in part at any time by giving 30 (thirty) days written notice to the Seller/ Service Provider. Such notice shall state the extent of such termination and the effective date thereof.

13.4. The unaffected party may immediately upon notice terminate this PO for occurrence of a Force Majeure Event in accordance with Clause 14.

13.5. Effect of Termination. Upon notice of termination, the Seller/Service Provider will comply with MIFPL's reasonable direction as to how to respond to any outstanding Products and/or Services to be rendered by the Seller/Service Provider and the Seller's/Service Provider's continued provision of Products and/or Services through the effective date of termination. Upon termination of this PO, the Seller/Service Provider will, at the written request of MIFPL promptly return, destroy, or transfer elsewhere any of MIFPL's Confidential Information and other property in its possession.

14. FORCE MAJEURE EVENT: (i) If either party cannot comply with the terms of this PO because of a Force Majeure Event, then the performance under this PO (to the extent affected) will be suspended during the occurrence of the Force Majeure Event. Within 10 (ten) days of occurrence of a Force Majeure Event, the affected party shall notify the other party, in writing, the nature, the likely duration of such of Force Majeure Event and the effects of same. If the event lasts more than 10 (ten) days, the unaffected party can terminate the PO with immediate effect by notice in writing to the affected party. (ii) For the purpose of this PO, a "Force Majeure Event" shall mean any act, cause, contingency or circumstance (whether or not foreseeable) beyond the reasonable control of the party, including amongst others, any governmental action, seizure, allocation, embargo, regulation, order or restriction (whether foreign, national or state), war (whether or not declared), civil commotion, disobedience or unrest, insurrection, public strike, disruption of public utility services, riot, bandh, declaration of emergency, curfew, terrorist attacks, fire, flood, earthquake, drought or other natural calamity. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions, are not uncontrollable events.

15. INSURANCE: During the term of this PO, where required by MIFPL, the Seller shall at its own cost, maintain and keep in full force and effect comprehensive product liability insurance on the Goods and/or Services from carriers reasonably acceptable to MIFPL, which is adequate as to amount and coverage, to cover the obligations under this PO, taking into account the scope of activities contemplated herein. MIFPL shall be named as an additional insured on all such policies. All insurance shall also include waiver of subrogation provisions against MIFPL, its directors, employees, officers, and agents. Upon request, the Seller will give MIFPL certificates of insurance showing the required coverages and additional insured status.

16. MISCELLANEOUS: (i) Conflict. Where Special PO Conditions are stated in the PO, those conditions shall apply equally with the Terms & Conditions herein except that where there is any inconsistency between the Terms & Conditions and the Special PO Conditions, the Special PO Conditions shall apply. Where a separate Contract has been entered into, the terms of the Contract shall apply equally with the Terms & Conditions herein except that where there is any inconsistency between the Terms & Conditions and the Contract, the Contract shall apply, but Special PO Conditions of the PO which are outside the Terms & Conditions shall supersede the Contract terms. (ii) Notices. All correspondence must be addressed to MIFPL's registered office address. (iii) Governing Law and Jurisdiction. The PO is governed by the laws of India and the Seller/Service Provider irrevocably and unconditionally submits to the jurisdiction of the courts of Mumbai for determining any dispute. (iv) Non-Exclusivity. This is a non-exclusive PO and MIFPL reserves the right to enter into similar arrangements with anyone else. (v) Cumulative Remedy. No remedy conferred by any of the specific provisions of the Terms & Conditions is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and no provision in this Clause shall be construed so as to limit MIFPL's available remedies in the event of a breach by the other party hereto. The election of any one or more of such remedies by MIFPL shall not constitute a waiver by MIFPL of its right to pursue any other available remedies. (vi) Assignment. The Seller/ Service Provider shall not transfer, assign, novate or otherwise encumber or deal with this PO, or any right or obligation under it to any person without the consent of MIFPL. MIFPL may at any time assign the PO without the consent of the Seller/ Service Provider. (vii) Amendment. The PO shall not be altered, amended or otherwise modified except in writing and signed by parties. (viii) Independent Contractor. This PO does not create a partnership or joint venture between the MIFPL and Seller//Service Provider. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees and contractors. (ix) Severability. If any part of this PO cannot be legally enforced, then the parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the intent as expressed in this PO.

17. MIFPL POLICIES:

17.1 Policy Compliance. The Seller/ Service Provider will comply with MIFPL's policies set out below (the "Policies") in performing under this PO, and will cooperate with MIFPL's reasonable efforts to assess the Seller/ Service Provider compliance. In addition to the above, the Seller/Service Provider shall also comply with such additional MIFPL policies as MIFPL may require from time to time. The Seller / Service Provider will comply with MIFPL's policies in performing under this PO, and will cooperate with MIFPL's reasonable efforts to assess the Seller's / Service Provider's compliance. MIFPL may change or add to the Policies at any time and the Seller/ Service Provider will comply with the changed or added Policies.

17.2 CSR Audits. (a) The Seller/ Service Provider shall keep complete and accurate records of all operations, statutory and other compliances and expenses in connection with the Goods/Services delivered under this PO which shall be submitted to MIFPL at such times as may be requested by MIFPL, in the format as approved by MIFPL and such other documents as MIFPL may require from time to time. (b) All such records shall be kept on file by the Seller/ Service Provider for a period of 8 (eight) financial years. (c) MIFPL shall have the right to examine, review and audit the Seller/ Service Provider books and records for the purposes of inter-alia ascertaining the accuracy of information provided by the Seller/ Service Provider, including records related to charges made and Goods/Services delivered by the Seller/ Service Provider pursuant to this PO and payments made by the Seller/ Service Provider for or on behalf of MIFPL, if any, assessing the data provided, suggesting any improvements that parties can undertake and resolving any challenges. For this purpose, the Seller/ Service Provider hereby grants MIFPL and its employees or advisers, a right to access the Seller/ Service Providers premises, systems and records upon receipt of reasonable notice during normal business hours. MIFPL shall have the right to take photocopies of any such records that they reasonably require free of cost. MIFPL will bear its own internal costs and the cost of the auditors unless

MIFPL learns of any breaches of this PO, in which case the Seller/ Service Provider will promptly pay any overcharges and reimburse MIFPL's reasonable audit costs.

(d) The Seller/ Service Provider will co-operate with MIFPL's internal and/or external auditors and/or its employees, directors, officers and professional advisors to ensure a prompt and accurate audit of the Seller/ Service Providers books and records. (e) The Seller/ Service Provider shall also co-operate to correct, at its own costs, any practices which are found to be deficient as a result of any such review within a reasonable time after receipt of MIFPL's review report.

#### 17.3. Corporate Social Responsibility.

17.3.1 Forced Labor. The Seller/Service Provider will not use any forced labor, which means any work or service performed involuntarily under any threat or other penalty. The Seller/Service Provider shall respect the freedom of movement of its workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with the Seller/Service Provider, workers should do so voluntarily.

17.3.2. Child Labor. The Seller/Service Provider will not directly (or indirectly through the use of its On-Site-Personnel or subcontractors) employ any children under the age of 18 years of age with respect to the Goods or Services under this PO.

17.3.3. Diversity and Inclusion. The Seller/Service Provider will hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). The Seller/Service Provider will not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.

17.3.4. Harassment and Abuse. The Seller/Service Provider will provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behavior that creates an offensive, hostile, or intimidating environment.

17.3.5. Safety and Health. The Seller/Service Provider will (i) endeavor to provide safe working conditions, (ii) provide its employees with appropriate protection from exposure to hazardous materials, and (iii) provide its employees with access to potable water and clean sanitation facilities.

17.3.6. Third-Party Representation. The Seller/Service Provider will respect the decision of its employees to join and support a union as well as their decision to refrain from doing so where legally permitted.

17.3.7. Working Hours and Compensation. Within the bounds of normal seasonal and other fluctuations in business requirements, the Seller/Service Provider will (i) maintain a reasonable overall pattern of required working hours and days off for its employees so that total work hours per week do not regularly exceed industry norms; (ii) pay fair and timely compensation, including any required premium payments for overtime work; and (iii) advise new employees at the time of hiring if mandatory overtime is a condition of employment.

17.3.8. Disciplinary Practices. The Seller/Service Provider will not use corporal punishment or other forms of mental or physical coercion as a form of discipline.

17.3.9. Business Integrity. The Seller/Service Provider will promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues. Further, the Seller/Service Provider will not pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

17.3.10. Environment and Sustainability. The Seller/Service Provider will work to continuously improve its environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of its activities.

#### 17.4. Benefits Forbidden.

17.4.1. The Seller/Service Provider will not, and will not use any third party to: (a) provide any benefit of more than nominal value to any employee of MIFPL or any of its related corporations. Gifts of personal travel and lodging are prohibited absolutely. (b) do business with MIFPL if any employee of MIFPL owns a Substantial Interest in the Seller/Service Provider's organization and is in a position to affect the decision to engage or terminate the Seller/Service Provider or the terms of this PO between MIFPL and The Seller/Service Provider; (c) give bribes, kickbacks, secret commissions or other unlawful or improper methods of remuneration to any person; or (d) purchase, sell or otherwise trade in securities of Mondelez International Inc. (the US listed parent of MIFPL) or any of its related corporations while in possession of material non-public information and shall not provide material non-public information, directly or indirectly, to anyone.

17.4.2. Immediate disclosure in writing to MIFPL is required if the Seller/Service Provider becomes aware of a breach of this Clause. MIFPL may terminate this PO if the Seller/Service Provider knowingly breaches this Clause.

17.4.3. For purposes of this Clause, the following definition applies: "Substantial Interest" means an economic interest, held personally or by family members (including family members not more remote than a first cousin and including immediate family of an employee's spouse or de facto spouse), that might influence or reasonably be thought to influence judgment or action but does not include the holding of less than one percent of the estimated value of the outstanding equity securities of a publicly held company.

#### 17.5 Foreign Corrupt Practices Act.

17.5.1. The parties to this PO are committed to compliance with the laws of India as well as the laws of other countries that are, or may be, of potential relevance, including the U.S. Foreign Corrupt Practices Act (FCPA). Accordingly, Seller/ Service Provider, on behalf of all of its employees, officers and agents who assist it in connection with this PO (collectively in this clause, "Seller/ Service Provider"), represents and warrants that: (i) Seller/ Service Provider is now in compliance with the laws of India applicable to the Seller/ Service Provider's performance under this PO as well as the laws of any other country or jurisdiction that are applicable to the transactions contemplated in this PO and will remain in compliance with all such laws for the term of the PO. The provisions of this PO relating to the compensation of Seller/ Service Provider are legal and binding under the laws and policies of the relevant jurisdictions. (ii) No part of the payments received by Seller/ Service Provider, directly or indirectly, from MIFPL will be used for any purpose, nor will Seller/ Service Provider take any action with respect to such payments, which would constitute a violation of the laws of India or any other jurisdiction that is, or might be, of potential relevance, including the United States.

17.5.2 If MIFPL has reason to believe that a breach of any of the representations and warranties in this clause has occurred or may occur, MIFPL may withhold further payments under this PO until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur.

17.5.3. MIFPL may terminate this PO immediately upon written notice to the Seller/ Service Provider if MIFPL concludes, in its sole opinion, that Seller/ Service Provider has breached any representation or warranty in this clause or that a breach is substantially likely to occur unless the PO is terminated.

17.6 Sanctioned Countries. The Seller/Service Provider acknowledges that, as an affiliate of a US based group of companies, MIFPL is required to comply with trade restrictions and prohibitions of the United Nations, the European Union and the United States of America as well as a number of other jurisdictions and accordingly agrees to take all reasonable measures to ensure that goods and services supplied to and used by MIFPL do not originate from any of the countries that are placed on the various lists of sanctioned countries or specifically designated nationals and blocked persons/entities from time to time. The listings of currently sanctioned countries, specifically designated nationals and blocked persons/entities are available from the US Treasury Office of Foreign Assets Controls (OFAC) website: [www.treas.gov/ofac](http://www.treas.gov/ofac).

#### 17.7. Anti-Bribery Compliance.

17.7.1. Seller/Supplier will not offer or pay, directly or indirectly, money or anything of value for or on behalf of MIFPL to a Government Official for the purpose of obtaining or retaining MIFPL business or obtaining a business advantage for MIFPL or to assist MIFPL in directing business to any person. "Government Official" includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization.

17.7.2. Seller/Supplier will not offer or pay, directly or indirectly, money or anything of value for or on behalf of MIFPL to any other person or legal entity for any illegal purpose.

17.7.3. If MIFPL has reason to believe that a breach of any of the representations in this clause has occurred or may occur, MIFPL may withhold further payments under this PO until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur.

17.7.4. MIFPL may terminate this PO immediately upon written notice to the Seller/Supplier if MIFPL concludes, in its sole opinion, that Seller/Supplier has breached any representation in this clause or that a breach is substantially likely to occur.

In addition to the above, the Seller/Service Provider shall also comply with such additional MIFPL policies as MIFPL may require from time to time. The Seller / Service Provider will comply with MIFPL's policies in performing under this PO, and will cooperate with MIFPL's reasonable efforts to assess the Seller's / Service Provider's compliance. MIFPL may change or add to the policies at any time and Seller / Service Provider will comply with the changed or added policies.

We have read, acknowledged and agreed to the terms set out in this PO.

For [Insert name of vendor]

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Name:

Title:

Date:

This is auto generated copy and no signature required.