



SERVICES AGREEMENT

This Services Agreement (“Agreement”), dated as of **01-Aug-2024** by and between

Sequire India Pest Control Pvt Ltd (“Contractor”) with its principal place of business at **4/363, First Floor, Xettia Vaddo, Duler Ground Rd, Mapusa, Goa 403507;**

and:

Diana Buildwell Pvt. Ltd. (“Hotel Owner”) doing business as the **W Goa**, hereinafter referred to as “Hotel”.

WHEREBY IT IS AGREED AS FOLLOWS:

Starwood Hotels & Resorts India Private Limited (“Hotel Manager”) operates the Hotel on behalf of the Hotel Owner. Any rights and responsibilities under this Agreement performed or exercised by Hotel Manager shall be deemed to be performed or exercised in the name of and on behalf of Hotel Owner.

1. Scope of Services.

Contractor shall provide the services listed in Schedule A (the “Services”) to the Hotel, which is expressly made part of this Agreement. Contractor will provide the Services using adequate numbers of appropriately trained and qualified employees under adequate supervision. Contractor warrants that it will perform the Services in a good, prompt, and workmanlike manner with reasonable care and in compliance with industry standards and applicable laws and regulations. Further, the Services are to be undertaken with maximum safety precautions and are to meet the highest standards of quality. Contractor, at its sole cost and expense, shall furnish all supplies, tools, equipment, and related expendables necessary or appropriate to provide the Services. Contractor, at its sole cost and expense, shall duly procure and thereafter maintain all licenses or permits necessary for Contractor to provide the Services, and shall provide same to Hotel Manager upon request. Contractor further agrees that it and its employees will abide by the Hotel’s rules and regulations, a copy of which will be provided by Hotel Manager upon request, as such rules and regulations may be modified from time to time in the Hotel Manager’s reasonable discretion.

2. Extra Services.

Any services not included in this Agreement shall be performed by Contractor only if requested by Hotel Manager in writing. Any additional cost for such extra services shall be previously agreed to in writing by both parties in advance of such extra services being performed. Any such extra services agreed to by the parties shall be subject to all of the terms and conditions set forth herein.

3. Term and Termination.

The term of this Agreement shall be for a period of **8 Month** starting on the effective date **01-Aug-2024** and valid till **31-Mar-2025**. The parties may thereafter renew the term of this Agreement upon mutual written agreement. Hotel Manager may terminate this Agreement at any time during the term hereof upon **30 d**

ays' prior written notice without cause, without any termination fee or any other cost, charge or expense of any kind or nature. In the event either party breaches a provision of this Agreement, the non-defaulting party may terminate this Agreement by giving 10 days' prior written notice. If the default is remedied prior to the end of such 10 day period, the notice of termination shall be null and void. This right of termination is in addition to whatever rights the non-defaulting party may have herein, at law or in equity.

4. Fee for Services; Payment; Limitation of Liability.

Contractor will charge the Hotel the sum of **128000 One Lakh Twenty Eight Thousand Only** for the Services. Contractor will send the Hotel a Monthly invoice, in arrears, in the amount of **0** for the Services performed; which invoice will be paid by the Hotel within **30** days of receipt. Contractor agrees that it will be solely responsible for the payment of all taxes related to the Services.

Contractor acknowledges and agrees that the debts and liabilities of the Hotel are the debts and liabilities of the Hotel Owner, and not of the Hotel Manager. Contractor acknowledges and agrees that (a) neither Hotel Manager nor any of its directors, officers, employees, affiliates, representatives or agents shall ever be personally liable to Contractor for any debts or liabilities arising under or related to this Agreement, and (b) Contractor shall only look to revenues of the Hotel or to the Hotel Owner for the satisfaction of any claims under this Agreement. In no event shall Hotel Manager or its affiliates be liable for special, punitive, incidental, or consequential damages resulting from any breach of this Agreement. This section shall survive termination of this Agreement.

5. Employees of Contractor.

As the employer, Contractor will: (i) maintain all necessary personnel and payroll records for its employees, (ii) withhold from its employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified herein; and (vi) provide workers' compensation insurance coverage in amounts as required by law. Contractor will, upon request from Hotel Manager, provide evidence satisfactory to Hotel Manager, Contractor is complying with applicable employment laws with respect to Contractor's employees. Contractor will provide safety training to all of its employees who provide Services to the Hotel.

Contractor will screen all its employees prior to being hired (as may be permitted by law). The screening process shall include: (i) completion of an application which shall provide for references, employment history and disclosure of criminal convictions; (ii) reference checks; and (iii) drug testing and criminal background checks, where required for the position. If required for the position, Contractor shall conduct, through a commercial background check vendor, a 7- year record check for conviction and/or incarceration based upon a conviction. Contractor agrees to remove any of its employees at Hotel Manager's request. Contractor agrees to assist and cooperate with any investigation initiated by Hotel Manager involving any employee of Contractor who is or has provided Services at the Hotel.

When on the Hotel premises, or with Hotel guests or patrons, all employees of Contractor will wear proper identification indicating that they are employees of Contractor and will conduct themselves in a manner consistent with the standards, quality, and image of the Hotel. Contractor shall cause each of its employees who provide any Services at the Hotel to sign an acknowledgment similar to the form in Schedule C.

6. Governing Law.

This Agreement shall be construed under and governed by the laws of the country in which the Hotel is located. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by the local courts of the country in which the Hotel is located. Each party irrevocably: (a) submits to the exclusive jurisdiction of the local courts of the country in which the Hotel is located, and all courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum. Notwithstanding anything to the contrary herein, either party may seek injunctive or equitable relief (including, without limitation, restraining orders and preliminary injunctions) in any court of competent jurisdiction.

This section shall survive termination of this Agreement. Any stamp duty payable on this Agreement shall be paid by the Contractor.

7. General Terms and Conditions

The parties agree that the terms and conditions set forth in Schedule B are expressly part of this Agreement, are incorporated herein by reference and shall apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement the day and year first-written above.

Signed for and on behalf of:

Sequire India Pest Control Pvt Ltd (**Contractor**)

Diana Buildwell Pvt. Ltd. doing business as W Goa

Title: **General Manager**

Witnessed By,

Title: **Director of Finance**

SCHEDULE A

SERVICE SPECIFICATIONS AND FEES

SCHEDULE A

SERVICE SPECIFICATIONS AND FEES

-

SERVICE: - AMC for Pest Management (Indian Standard Services)

TYPE OF MEASURES	AREAS INVOLVED	FREQUENCY OUTLINE
General Disinfestations Service (GDS)	Gel Application followed with odorless pesticide spray. If & whenever required odoured pesticides will be used in critical areas	Frequency: Gel application – Weekly 7 service for the guest rooms, offices followed with odorless spray on daily basis. Premises will be treated Daily by spraying methods. Manholes & Gutters also treated periodically once a quarter.
Rodent Management Service (RMS)	Your entire compound area	Frequency: Alternate day : (183 treatments/annum) / In a phased manner.
Cockroach Treatment	Gel treatment and Kitchen Fumigation.	Frequency Monthly twice./In a phased manner.
Fly Management Service (FMS)	Spray treatment will be carried out in the external perimeters & placement of fly baits internally whenever/wherever required	In a phased manner on Daily Basis

MMS (Mosquito Management Services)	Spray treatment will be carried out in the external perimeters & Fogging on Daily basis Application of IPM Techniques.	In a phased manner on Daily Basis
Bed Bugs Management Services	Guest rooms will be sprayed fully as required	As required.
Rodokill	Entire Area	Weekly 7 Services
IPM Techniques	Entire Area	Weekly 7 Services
Night Kitchen & Restaurant Fumigation	Entire Area	Weekly 7 Services
Fogging	Entire Area	Weekly 7 services
Rooms	Entire Area	Monthly 2 Services
Bee Hives removal	Entire Area	As and When required

SERVICE FREQUENCY: 3 Shifts, 2 Operators & 1 Technical Supervisor Daily 24/7, 365 Days.

-

SCHEDULE B

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

MARRIOTT TRADEMARKS. Contractor acknowledges that Hotel Manager and its affiliates are the sole and exclusive owners of the trademarks, domain names, service marks, trade names and logos of Marriott International, Inc. and its subsidiaries or any hotel brands managed, licensed or franchised by of Marriott International, Inc. or its affiliates (together, the “Marks”). Contractor agrees that it will not make any use of the Marks except with Hotel Manager’s prior written consent, and that any use of the Marks by Contractor and the goodwill associated with such use shall inure to Hotel Manager’s benefit. Contractor agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Contractor’s use of the Marks. Any use by Contractor of the name of the Hotel or any Mark or trade names shall be subject to Hotel Manager’s prior consent, which may be withheld in its sole discretion. Any work product generated as a result of the services contemplated by the Agreement shall be deemed a “work for hire” owned exclusively by Hotel Manager. In any event, Contractor hereby assigns any right it may have in such work product to Hotel Manager.

INDEMNIFICATION; COMPLIANCE. Contractor hereby indemnifies Hotel Manager, Hotel Owner and their respective affiliates, directors, officers, employees, representatives, successors and assigns (the “Indemnified Parties”) and agrees to defend and hold the Indemnified Parties harmless from and against any and all actions, claims, suits, demands, judgments, damages, losses, costs and expenses (including reasonable legal fees) incurred by the Indemnified Parties which arise from a third party claim made against the Indemnified Parties which claim arises from a breach by Contractor of any of its representations, warranties, agreements or undertakings contained in this Agreement. Contractor shall further defend, indemnify, and hold harmless the Indemnified Parties from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses, and/or damages, including attorney’s fees, for or arising out of any personal injuries to, or the death of, any person arising out of (i) any Services or the presence of Contractor’s employees or agents at the Hotel or (ii) any claim that a product infringes or misappropriates any third party’s intellectual property rights (including, but not limited to, patent, copyright, trade secret, trademark and service mark rights) or confidential or proprietary material. It is the express intention of Contractor that each of the Indemnified Parties shall be a third party beneficiary of this Agreement and the indemnity obligations shall inure to the benefit of such Indemnified Parties and each of them shall be entitled to enforce their rights, promises, responsibilities, undertakings and remedies hereunder in their own names and on their own behalf. The rights of the third party beneficiaries shall vest immediately upon execution of this Agreement. The provisions contained in this section shall survive the termination of this Agreement.

Contractor represents and warrants that neither Contractor nor any of its affiliates nor any other person that directly or indirectly owns, has an ownership interest in, or controls Contractor or any of its affiliates, is identified by any government or legal authority as a person with whom Hotel Manager is prohibited from transacting business, including a person described in Section 1 of U.S. Executive Order 13224.

Contractor acknowledges that it has reviewed the Supplier Conduct Guidelines at <http://serve360.marriott.com/wp-content/uploads/2019/05/Supplier-Conduct-Guidelines2.pdf>, and that it understands and will comply with the Guidelines. Contractor will ensure that its subsidiaries, subcontractors and distributors comply with the Guidelines.

INSURANCE. Contractor shall carry, at its expense, during the term of this Agreement the following insurance:

- (i) public liability or commercial general liability insurance written on an occurrence basis, including without limitation contractual liability coverage, bodily injury, property damage, fire damage, independent contractor liability, personal and advertising injury, completed operations and products liability, worldwide jurisdiction if commercially available with a combined single limit of not less than US\$1,000,000 per occurrence (or the maximum amount commercially available and reasonably acceptable to Hotel Manager);
- (ii) workers’ compensation insurance and employer’s liability insurance that comply with all applicable worker’s compensation laws on all employees working for Contractor;
- (iii) third party motor liability or automobile liability insurance, if applicable, written on an occurrence basis, including owned, non-owned and hired vehicles with limits that comply with applicable law;

These policy coverage limits may be met through Contractor’s excess liability insurance coverage. All policies will

be written by insurance companies approved by Hotel Manager that are properly licensed in the country in which the Hotel is located. Contractor shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against Marriott International, Inc. and its affiliates. Such insurance shall name Hotel Manager, Hotel Owner and their affiliates as additional insureds, or include 'indemnity to principal' coverage and shall provide that Hotel Manager will be given at least 30 days' prior notice of any cancellation.

Upon execution of this Agreement and thereafter ten (10) days prior to any renewals, Contractor shall provide Hotel Manager with certificates of insurance evidencing the above coverages.

ASSIGNMENT. Contractor shall not assign this Agreement or any part hereof without the prior written consent of Hotel Manager. The Hotel Owner may assign this Agreement without the prior written consent of Contractor. This Agreement shall inure to the benefit of the parties and permitted successors and assigns.

PERSONALLY IDENTIFIABLE INFORMATION. If personally identifiable information will be used by Contractor under this Agreement (regardless of whether such information is provided by Hotel or Contractor), Contractor will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of personally identifiable information, including the General Data Protection Regulation of the European Union. As between the Hotel and Contractor, personally identifiable information is the exclusive property of Hotel Manager and will be deemed Hotel Materials under the applicable provisions of this Agreement. Contractor will not, without the prior written consent of an authorized representative of Hotel Manager, use personally identifiable information for any purpose other than to provide the services under the Agreement. In no event may Contractor: (a) use personally identifiable information to market its services or those of a third party; or (b) sell or transfer personally identifiable information to third parties; or (c) otherwise provide third parties with access thereto.

COMPLIANCE WITH CREDIT CARD COMPANY REGULATIONS. In the event the services access, collect, process, transmit, handle or store in any manner credit card information, Contractor shall cause the services to comply with credit card company regulations to the extent such credit card company regulations do not conflict with any applicable law in the jurisdiction in which the services are provided. In addition, Contractor shall take all necessary actions, at no additional cost to the Hotel, to ensure that the Software shall be Payment Card Industry Data Security Standard ("PCIDSS") certified. Contractor will use the credit card information only to deliver the services and shall use commercially reasonable efforts to remain informed of any changes to the credit card company regulations that the credit card companies may implement during the Term. If at any time during the term, the services provided by Contractor are or become non-compliant with the credit card company regulations, including with the PCIDSS, Contractor agrees to promptly notify Hotel Manager of such fact and bring the services into compliance within a reasonable timeframe at no additional cost to the Hotel. In addition, Contractor acknowledges and agrees that pursuant to the credit card company regulations, the services, any hosting facility or hosting services are subject to certain audit requirements whether in conjunction with Hotel Manager's annual report on compliance with credit card company regulations or due to a suspected compromise of credit card information. Accordingly, Contractor agrees to permit such audit and provide its reasonable cooperation with the applicable credit card company or certified independent auditor during the performance of such audit. Contractor is responsible for securing and protecting the confidentiality of credit card information in its possession for as long as the information is maintained, including after termination of this Agreement.

HOTEL INFORMATION AND MATERIALS. Hotel Materials are and shall remain the exclusive property of Hotel Owner, Hotel Manager or their respective licensors, including derivative works of the foregoing whether or not created as part of the services, all of which shall retain all intellectual property rights therein. Contractor obtains no right, title, or interest therein, except that Contractor may use the Hotel Materials for the sole, exclusive and limited purpose of performing the services in compliance with the terms and conditions of this Agreement. Contractor shall comply with the terms of any license or other agreement applicable to such Hotel Material of which it is given notice by Hotel Manager. All Hotel Material shall be deemed Confidential Information of Hotel Owner, Hotel Manager or their respective affiliates, as applicable, and subject to the confidentiality provisions of this Agreement. Contractor shall not encumber the Hotel Materials in any way, and promptly shall return to Hotel Manager any and all Hotel Materials in Contractor's possession or control upon the request of Hotel Manager, and in any event upon termination of the Agreement. "Hotel Materials" shall consist of (a) all information and materials of Hotel Owner, Hotel Manager or their respective affiliates that Hotel Owner or Hotel Manager, as applicable, developed or acquired prior to or independently of this Agreement, (b) derivative works thereof even if developed as part of this Agreement and (c)

Hotel data stored used by, or produced or obtained by Contractor as the result of processing through the use of the services.

EFFECT OF TERMINATION. Upon termination of this Agreement for any reason, Contractor shall return in a form reasonably requested by Hotel Manager, any data belonging to Hotel Owner, Hotel Manager or any of their respective affiliates. Contractor shall (a) delete all copies of such data from all Contractor systems, records, and backups; and (b) immediately cease using Hotel Materials, including data belonging to Hotel Owner, Hotel Manager or any of their respective affiliate.

SECURITY. Contractor shall implement and maintain throughout the term of any Agreement reasonable, current security measures to prevent unauthorized access to the its web site related to the services, and to Hotel Materials under Contractor's control. Such measures shall in no event be less stringent than those used to safeguard Contractor's own property, or than those used by other companies providing services similar to the Service. Such measures shall include, where appropriate, use of updated firewalls, virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches, virus definitions and other updates.

AUDITS. Upon notice from Hotel, Contractor shall provide Hotel, its auditors (including internal audit staff and external auditors), inspectors, regulators and other reasonably designated representatives with access to, at reasonable times, to any facility or part of a facility at which either Contractor or any of its subcontractors is providing the Services, to Contractor personnel, and to data and records relating to the Services for purposes of verifying compliance with this Agreement (including Contractor's compliance with its physical and data privacy and security obligations and other terms of this Agreement). Audits may include security reviews (including Contractor's completion of a security checklist) of the services, the hosting facility, and Contractor's systems used to provide the services, including reasonable use of automated scanning tools such as network scanners, port scanners, and web inspection tools. Contractor will provide any assistance that the auditors may reasonably require with respect to such audits. All transactions resulting from this Agreement shall be documented by Contractor and subject to audit by the auditors.

LANGUAGE; ENTIRE AGREEMENT; AMENDMENT; WAIVER; PARTIAL INVALIDITY. The parties acknowledge that this Agreement has been negotiated, concluded, and executed in the English language. In the event a translation is prepared of this Agreement in whole or in part for any purpose, the parties agree that the English language version shall control and be determinative as to the purpose and intent of any provision of this Agreement.

This Agreement sets out the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, both oral and written, in connection with such subject matter. No amendment to or modification of or waiver to this Agreement shall be binding unless made in writing and signed by each of the parties. The parties agree that execution by electronic signature shall have the same force and effect as execution by manual signature.

Neither party's failure to insist on performance of any of the terms and conditions herein, exercise any right or privilege granted hereunder or enforce its rights in the event of a breach by the other party or any course of dealing or performance shall constitute a waiver of any other right or privilege, whether of the same or similar type.

If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

NOTICES. Any notice under this Agreement shall be in writing, in English, and delivered by personal delivery or international courier service with package tracking capability and shall be deemed given upon personal delivery or 3 working days after deposit with the courier service. Notices shall be sent to each party's respective addresses as set out in the Preamble to this Agreement, at the registered address of a party, or such address as a party may notify to the other in writing. Typical day-to day communications, including the placing of orders by Hotel Manager, and the sending of invoices by Contractor, may be sent either by email or by hard copy; however no notice of breach or termination sent by either party by email will be considered to be effective for any purpose under this Agreement.

STATUS OF RELATIONSHIP; THIRD PARTY RIGHTS. Contractor is an independent contractor and all persons employed to furnish the Services are employees of Contractor and not of Hotel Manager, Marriott International, Inc. or the Hotel Owner. Contractor shall be solely responsible to comply with all applicable laws, including without limitation, those laws affecting its employment status as an independent contractor providing Services to the Hotel. Neither party nor its agents, employees or representatives shall have any authority to bind the other in any contract with any third party. The parties agree that, except for Marriott International, Inc. and its affiliates, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

CONFIDENTIALITY. The terms of this Agreement are confidential, and the parties shall use reasonable efforts to ensure that the terms are not disclosed to any third party without the prior written consent of the other party, except that Hotel Manager and Hotel Owner are permitted to share this Agreement with each other. The parties shall ensure that all employees to whom the other party's Confidential Information is disclosed take reasonable precautions to safeguard the confidential status of the other party's Confidential Information. "Confidential Information" shall mean any non-public information of Hotel Owner, Hotel Manager or Contractor that is designated as confidential or proprietary, that the other party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public. Hotel Manager's Confidential Information shall include, without limitation, information regarding the Hotel or Hotel Manager's customers, sales, marketing, personnel matters, or means of doing business and other non-public information obtained directly or indirectly by Contractor.

HEADINGS; COUNTERPARTS. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this Agreement nor the intent of any provision thereof.

This Agreement may be executed in any number of counterparts and by facsimile, each of which, when executed and delivered, will be deemed to be an original and all of which, when taken together, will be deemed to be but one and the same agreement. The parties agree that execution by electronic signature shall have the same force and effect as execution by manual signature.

SCHEDULE C

EMPLOYEE ACKNOWLEDGEMENT

1. I understand that I am an employee of **Sequire India Pest Control Pvt Ltd** (“Company”) and am not an employee of Starwood Hotels & Resorts India Private Limited or Marriott International, Inc. (collectively “Marriott”) or of Diana Buildwell Pvt. Ltd. (“Hotel Owner”).
2. I understand that my Company, not Marriott or the Hotel Owner, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from my Company.
3. I understand that I will receive a paycheck from my Company, not Marriott or the Hotel Owner, and that this paycheck may be picked up at or distributed by my Company.
4. I understand that as an employee of my Company, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Marriott or the Hotel Owner, including, among other things, vacation, holiday pay, health or life insurance, profit sharing, or stock purchase plans.
5. I waive any right or claim to participate in or receive benefits from Marriott or the Hotel Owner for any time period during which I am an employee of my Company.
6. I understand that any issues, concerns, or grievances relating to my assignment at the Hotel should be addressed to my Company, not Marriott or the Hotel Owner.
7. I understand that my Company will handle routine personnel matters, such as reference and credit checks. There will be no common personnel records between my Company, on the one hand, and Marriott or the Hotel Owner, on the other hand.

I have read and understand the above policies and guidelines.

Signature of Company Employee