SECURITY SERVICES AGREEMENT

This Agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this ..Tenth..... (16th) **day of** ..November... **20**25.

BY AND BETWEEN

HOTEL SAPPHIRE (PVT) LIMITED , a Company duly incorporated in the said Republic of Sri Lanka having under registration No. **PV 7930** and having its registered office at No.**371,Galle Road, Colombo 06** (herein after called and referred to as the "**Client**" which term of expression as herein used shall where the context so requires or admits mean and include the said, **HOTEL SAPPHIRE (PVT) LIMITED** its successors and assigns) on the First Part.

AND

EAP SECURITY SERVICES (PRIVATE) LIMITED, duly incorporated in the said Republic of Sri Lanka bearing registration **No. PV 3284** and having its registered office at **No. 95/1, Stanely Thilakarathna Mawatha, Nugegoda** and having its business premises at **"Bellatrix", No.752/5,Dr.Danister De Silva Mawatha, Colombo 09** (hereinafter called and referred to as the "**Service Provider**" which term of expression as herein shall where the context so requires or admits mean and include the said **EAP SECURITY SERVICES (PRIVATE) LIMITED** its successors and assigns) on the **Second Part.**

Client and the Service provider shall be hereinafter together referred to as the "**Parties**," and independently as the "**Party**"

WITNESSETH HOTEL SAPPHIRE (PVT) LIMITED is engaged in Hotel Business.

AND

WITNESSETH EAP SECURITY SERVICES (PRIVATE) LIMITED is a company which is engaged in the business of providing Security Services.

WHEREAS the Client requires the Service Provider to provide Security Services to the Client at the rates and on the terms and conditions hereinafter stipulated.

THIS INDENTURE WITNESSES AS FOLLOWS: -

1. The service provider undertakes to deploy security officers to provide daily security services (covering both Day and Night shifts) at the client's location as required by the client and as morefully described in the schedule below.

Location	Rank	Rate per shift	SSCL	VAT	Rate with Taxes	Hours per shift	Total shifts per Week	Total shifts per Month
	OIC	2016.00	50.40	371.95	2438.35	12	14	60
	JSO	1983.60	49.50	365.97	2399.16	12	28	120
	Special Duties	2500.00	62.50	461.25	3023.75	12		

2. This Agreement shall come into force from **15th of December 2014** and shall be valid until terminated by parties.

3. The Client agrees to pay an additional day's rate for all personnel deployed by the Service Provider on the following statutory holidays.

   i. Tamil Thai Pongal Day,
   ii. Independence Day,
   iii. Sinhala & Hindu New year day,
   iv. May Day,
   v. Milad-un-Nabi (Prophet Mohommed's Birthday), and
   vi. Christmas Day

4. It is agreed by the Parties that the aforesaid rates shall be subject to annual rate increments as mutually agreed. However, 01 month's prior written notice shall be given to the Client by the Service Provider on any such proposed increment.

5. The payment due to the Service Provider is based on the rates specified as applicable to the category mentioned above and the number of Security Officers deployed at the Client's premises and on the number of days and/or hours the service is provided.

6. All Invoices for the services rendered by the Service Provider in any month shall be paid by the Client within seven (7) days from the date of the Invoice.

7. The Client undertakes to pay promptly as per Clause 7 above and without any set off, counter claim or deduction all amounts owed to the Service Provider by the Client, all amounts as reflected in the invoice of the Service Provider. The Client will not pay less than the invoiced amount unless otherwise authorized by the Service Provider in writing.

8. If Invoices are not settled within seven (7) days of the due date, the Service Provider shall give seven (7) days' notice to the Client to make such outstanding payment and if the Client fails to make such payment within such given time, this Agreement may be terminated and/or determined at the sole option of the Service Provider with due notice to the Client in writing. Interest calculated at the rate of 3% per men sum will be levied on all outstanding invoices.

9. The Service Provider shall provide its services as mentioned herein with the number of officers as required under each such category and any change of requirement should be notified by the Client with fourteen (14) days' prior written notice to the Service Provider.

10. The Service Provider shall provide the Client with Officer/s for premises in numbers as requested above and shall only change the deployed Officer/s on the request and/or with prior written consent by the Client.

11. The Service Provider shall instruct and ensure that the Officers are properly and professionally always attired during shifts and is always courteous to the employees and customers of the Client and refrain from unnecessary friction.

12. In the event that the allocated/deployed Officer shall not be able to report to duty on a particular day or time period, the Service Provider shall ensure that a replacement Officer of the same category shall be placed at the location within a reasonable time, to cover duty and ensure that the premises shall be secured.

13. The Service Provider's due performance may be subject to cancellation or variation by the Service Provider as deemed necessary and in consequence of any act of God, War, Strikes, Lockouts or other Labour disputes, fire, civil commotion, epidemics, pandemics, seasonal Labour shortages, floods, drought, legislation or any other causes beyond the control of the Service Provider.

14. All property, whether moveable or immoveable situated in and at the Client's Premises and to whomsoever it may belong, will be at the Client's risk. The Service Provider shall not be liable for any loss, damage or injury caused to any such property or to any person in such premises.

15. In the event of any investigation, or Inquiry undertaken by either Party on any matter connected with this Agreement, the other shall give all assistance to Party carrying out the investigation/inquiry in recording statements from the other's Staff, officers, agents or make available any documents etc., connected with such investigation or inquiry (save and except all documents / details which may be considered confidential by the Client/Service Provider).

16. The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party. None of the employees of the Service Provider or the Client will be recruited by either party for any reason.

17. The Service Provider being the employer of his workmen hereby undertake the absolute responsibility for all statutory payments including EPF and ETF and other dues arising by way of employer/employee relationships. In the event of any requirement for making any payment as per the provisions contained in the workmen Compensation Acts No. 15 of 1934 as amended (not due to the negligence of the Client or its staff members/agents /authorized officers / visitors) the Service Provider shall agree to bear the sole responsibility for such payments.

18. Upon the conclusion of this Agreement, either by termination or completion of the term hereof, all property given to the Service Provider by the Client, such as keys, entry codes, etc. shall be returned in the condition it was given.

19. This Agreement shall be governed by the laws of Sri Lanka.

20. All disputes or differences arising out of or under this Agreement shall be resolved through negotiation and mutual consensus and if not so resolved the dispute or differences shall be referred to an appropriate Court of Law having jurisdiction to hear and determine such matter.

21. Either Party shall terminate this Agreement by giving the other one (01) months' notice in writing but without prejudice to its obligations herein.

22. All notices required to be given under this Agreement shall be deemed to be sufficiently given if addressed and sent under registered post to the parties at the addresses mentioned at the commencement of these presents.

23. This Agreement and the Annexures if any hereto contains the entire Agreement between the Parties and may be modified, amended or altered by subsequent agreements between the Parties. No modification, amendment and/or variation to this Agreement and/or no waiver of any of its terms and conditions shall be valid unless it is in writing and signed by all the Parties hereto.

IN WITNESS WHEREOF both parties hereto have caused their common seal to be affixed hereunto and one other at the place and on the dates mentioned hereof.

The common seal of the within named
HOTEL SAPPHIRE (PVT) LIMITED

was hereunto affixed in the presence of
G.T. Jayaseelan
being a director of the said company
who do attest the sealing hereof

HOTEL SAPPHIRE (PRIVATE) LIMITED.
(PV 7930)
Authorized Signatory / Director

WITNESSES

1.

2.

The common seal of the within named
E.A.P. SECURITY SERVICES (PRIVATE) LIMITED was hereunto affixed in the presence of
K.L. Chinthaka Nilantha Dias
being a director of the said Company
who do attest the sealing hereof

E.A.P. SECURITY SERVICES (PRIVATE) LIMITED
PV 3284
Director / Authorized Signatory

WITNESSES

1.

2.