

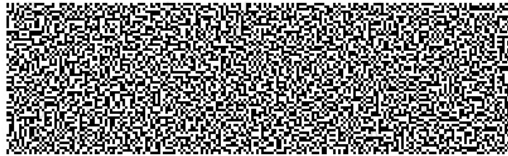
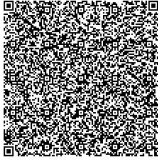


INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. :IN-KA97682374333191W
Certificate Issued Date :17-Dec-2024
Account Reference :NONACC (FI)/ kacrsfI08/INDIRA NAGAR5/ KA-SV
Unique Doc. Reference :KA97682374333191W
Purchased by :DTDC Express Limited
Description of Document :Article 5(j) Agreement (in any other cases)
Property Description :Franchisee Agreement
Consideration Price (Rs.) :0.0
(Zero only)
First Party :DTDC Express Limited
Second Party :D M EXPRESS
Stamp Duty Paid By :DTDC Express Limited
Stamp Duty Amount(Rs.) :500
(Five hundred only)



Please write or type below this line

Stamp Paper with certificate no: IN-KA97682374333191W forms an Integral Part of Agreement, Between DTDC Express Limited AND D M EXPRESS

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT

This Agreement is executed from date 17-Dec-2024 made effective from the 22-Feb-2025 at Bangalore.

BETWEEN

“DTDC EXPRESS LTD.,” a Company Registered under the Companies Act 1956, having its registered Head Office at DTDC HOUSE, No. 3, Victoria Road, Bangalore – 560047, represented by its

VP - CHANNEL BUSINESS & NETWORK DEVELOPMENT, MR.

JATINDER SETHI hereinafter referred to as the COMPANY (which expression shall unless inconsistent with the context mean and include its heirs, successors, legal representatives, executors, etc.) of the FIRST PART.

AND

M/S. D. M. EXPRESS, having its Registered Office at: SHOP NO-212, STYLE PLAZA, JHARSA ROAD, SEC -15, JHARSA ROAD, GURGAON, represented by its

DAYA PRASAD
PROP. PRAVEEN KUMAR SINGH, **AGED** 37 **YEARS, S/W/D** of SINGH, hereinafter referred to as FRANCHISEE (which expression shall unless inconsistent with the context mean and include its heirs, successors, legal representatives, executors, etc.) of the SECOND PART. WHEREAS the Company is engaged in the business of Courier and carriage of Cargo transshipment of documents and other parcels from one place to another throughout India and abroad. AND WHEREAS the Company with the intention of establishing a wide network all over the country (India) for the expeditious transshipment of documents and goods and with the purpose of expanding its field of activity and business, is desirous of offering “FRANCHISE” facility to various persons/organizations on all India basis. AND WHEREAS the Franchisee is desirous of venturing into Courier and carriage of Cargo business at GURGAON (JHARSA ROAD) (GGN)

LF069 approached the Company and has expressed his willingness to conduct the said business under the name and style of “DTDC EXPRESS LTD.,” (DTDC) functioning as Franchisee of the Company.

AGREEMENT

The Company hereby appoints the Second Party to function as a non-exclusive Franchisee/ BA/ GA of M/s. DTDC EXPRESS LTD., for its DOMESTIC BUSINESS (Express Courier & Cargo) for the above mentioned area. AND WHEREAS both the parties mutually deem it fit to enter into an Agreement on the following terms & conditions. That nothing herein provided shall prevent the Company from marketing and / or rendering their services themselves or through other Franchisees. That the Franchisee/ BA/ GA shall not appoint any Sub-Franchisee or Collection/ Delivery point without prior written consent of the Company.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. PERIOD & RENEWAL:

That this agreement shall come into operation with effect from 22-Feb-2025 and shall be in force for a period of 2 years subject to fulfilling all the conditions of this agreement.

- 1.1 Franchisee/ BA/ GA shall undergo renewal of agreement by paying Renewal charges as described in point 26 one month in advance, i.e. 23rd month of agreement period and before completion of 2 years and shall complete agreement signoff process within 30 days of completion of 2 years

2. USE OF COMPANY NAME & LOGO:

- 2.1 That the Franchisee/ BA/ GA undertakes to carry on the business of Courier and Carriage of Cargo under the name and style of DTDC EXPRESS LTD., as one of its Franchisee/ BA/ GA only.
- 2.2 That the Company is the registered proprietor of trade mark, viz.  under Indian Trade Marks Act since 1991 as well as under Indian Copy Rights Act.
- 2.3 That the Company assures the Franchisee / BA / GA that the Company's name is free from encumbrances and attachments and there is no injunction or prohibitory order.
- 2.4 That the Franchisee / BA/ GA will not vary, change or alter the Company's name and manner of its depiction and its logo in any manner whatsoever.
- 2.5 That the Franchisee/ BA/ GA shall display and maintain on its premises only such signs as are specified or approved by the Company to indicate that he is a Franchisee / BA / GA of the Company. The Franchisee/ BA/ GA will remove from site or amend any sign to which the Company may object.
- 2.6 That the Franchisee/ BA/ GA will neither remove nor make any change, alteration or addition to or deface the trademarks affixed to the Company or its services.
- 2.6 That the Franchisee/ BA/ GA will neither remove nor make any change, alteration or addition to or deface the trademarks affixed to the Company or its services.
- 2.7 That the Franchisee/ BA/ GA being a beneficial user of the Company's name shall hereby undertake to use it with its connected goodwill, benefits and other advantages for its sole use and not grant, convey, sell, transfer, assign the same or any of the rights granted to it under the same to any other person / organization.

- 2.8 The permission to use the sign board, banners, other display materials, articles and documents containing the Company's name and trade mark shall be co-existent with the validity of the subject Agreement and in the event this Agreement shall stand terminated for any reason whatsoever, the permission to use the sign board, etc. incorporating Company's name and trade mark shall automatically stand terminated and the Franchisee/ BA/ GA shall forthwith desist from using the same on or before the effective date of termination of this Agreement.
- 2.9 The display portion of the sign board, etc. containing Company's name and trade mark shall and will at all times be Company's exclusive property subject to the permitted usage at Franchisee's business premises as specified herein. The Franchisee shall in co-ordination with Company's local representative have the same installed for display at a prominent location outside Franchisee's business premises in the manner required by the Company to ensure optimum visibility. The visibility of the signboard should not hampered by any structure, other boards or any other items.
- 2.10 The exclusive right, title and interest in and the goodwill relating to sign board and Company's name and trade mark displayed therein shall at all times vest with the Company. The Franchisee/ BA/ GA not, in any way, during the tenure of this permission or thereafter directly or indirectly do or cause to be done any act or things contesting or in any way impairing or tending to impair or dilute any part of Company's right, title and interest in sign board, Company's name and trade mark. The use of the Company's sign board and other advertising materials containing the name and trade mark of the Company and the good will developed thereby shall accrue to the benefit of the Company. Franchisee/ BA/ GA shall not do any act detrimental to Company's goodwill relating its name and mark displayed therein.
- 2.11 That if the Franchisee / BA/ GA finds that the Company's trademarks, copy rights, patents or other property rights are disputed or infringed by a third party, the Franchisee shall promptly inform the Company thereof and assist the Company in taking necessary steps to protect its rights.
- 2.12 Notwithstanding that the Franchisee/ BA/ GA is a beneficiary of the Company's name, the Agreement does not create a relationship of Principal and Agent, and the Franchisee cannot be deemed to be an Agent or a Branch of the Company under any circumstances.
- 2.13 That in the event of breach or infringement of any of the covenants contained in the Clauses (2.4) (2.10) above by the Franchisee/ BA/ GA, the Company will be entitled to claim from the Franchisee adequate compensation for the damage caused notwithstanding termination of the Franchisee ship.
- 2.14 The Franchisee/ BA/ GA shall not use or print the Company name or logo on any other stationery other than those provided by the Company.
- 2.15 Franchisee/ BA/ GA to ensure that the Weighing Scale used at the premises is calibrated periodically as per the Standard of Weights & Measures Act, 1976.

3. TRADE SECRECY & BUSINESS COMMITMENT:

- 3.1 That the Franchisee will not at any time divulge to any customer or to any Franchisee or to any Competitor of the Company any trade or business secrets or any other matter relating to the said business which may become known to him by virtue of his position as Franchisee or otherwise. The Franchisee / BA / GA shall be true and faithful to the Company in all dealings and transactions whatsoever relating to the business. In the event of breach of confidentiality by the Franchisee/ BA/ GA, the Company shall be entitled to claim damages from him/ her.

- 3.2 That during the continuance of the Agreement, the Franchisee / BA / GA shall not serve any other concern/ company or be directly or indirectly interested in whatever capacity in any business which may compete either directly or indirectly specifically with the business of Courier & Carriage of Cargo services of the Company.
- 3.3 That as the Franchisee/ BA/ GA is a non-exclusive Franchisee/ BA/ GA, the Company shall have the right at its sole discretion to transfer the business/ services, if any, rendered through the Franchisee/ BA/ GA to any other Franchisee/ BA/ GA without payment of any compensation whatsoever to the former.
- 3.4 That the Franchisee / BA/ GA shall maintain at his/ her expense an independent office used for the business of Courier / Carriage of Cargo with sufficient infrastructure in terms of men and material, including a dedicated Telephone connection /Telefax, a name board / neon sign with the Company's logo properly displayed, and preferably equipped with computers, e-mail, etc. The maintenance of office by the Franchisee will always be such as to benefit the Company's brand image and as prescribed by the Company from time to time. Failure to do so shall be a sufficient ground for terminating the Franchisee /BA/ GA by the Company.
4. STATIONERY & DOCUMENTATION:
- 4.1 That during the entire tenure of the Agreement, all Operational Stationery i.e., Consignment Note Book, Delivery Run Sheet (DRS), Manifest etc., shall be supplied by the Company to the Franchisee/ BA / GA on reimbursement of expenses as may be incurred by the Company from time to time. No stationery other than that supplied by the Company will be allowed to be used. The Company shall not be responsible for shipments booked on stationery not printed/ provided by the Company.
- 4.2 That, it shall be obligatory on the part of the Franchisee/ BA/ GA to use the Letter Heads, Visiting Cards, Uniforms for its employees and Sign Board provided by the Company at cost. The Franchisee/ BA/ GA shall not use stationery specified herein other than that supplied by the Company. The Company will be charging the actual cost incurred by it for procuring these items from time to time & the Franchisee/ BA / GA shall reimburse the same.
- 4.3 That the Franchisee / BA/ GA shall place order for all above Stationery / printed materials, namely, Consignment Notes, Letter Heads, Visiting Cards, Uniforms and Sign Boards with the Company stating its requirement once in 6 months for Letter Heads/ Visiting Cards/ Uniforms & sign boards and for other requirement as and when required he can raise an requisition .
- 4.4 That the Franchisee/ BA/ GA has to book all shipments on Company Consignment Notes and forward the same on Company Manifest after properly bagging the parcels/ documents destination wise before handing these over to the Company against proper acknowledgement.
- 4.4 The Franchisee/ BA/ GA shall use all the consignment notes through net-work of the Company only and as & when required by the Company, the Franchisee shall be bound to furnish the particulars of unused consignment note(s) lying at his / her end. On inspection, if any misuse is noticed or loss, if any has arisen to the Company, the Franchisee/ BA/ GA shall be held personally responsible and he/ she shall indemnify the Company for the loss incurred due to his/ her negligence.
- 4.5 That the Franchisee / BA / GA shall take all reasonable care to ensure that the Company Stationery, trademark, etc are used in connection with the Franchisee business only & are not misused by anyone.
- 4.6 That the Franchisee / BA / GA shall take all reasonable care to ensure that the Company Stationery, trademark, etc are used in connection with the Franchisee business only & are not misused by anyone.

- 4.7 That any misuse of the Company Stationery or the trademarks of the Company shall be viewed as an infringement of the Intellectual Property Rights of the Company and the Franchisee/ BA/ GA will be responsible for any liability arising out of such misuse.
- 4.8 The Stationery provided by the Company to the Franchisee / BA / GA for use in the business is the exclusive property of the Company. Upon the termination of the business, the unused stationery containing the name, logo or trademarks of the Company shall be returned to the Company.
- 4.9 That in case of expiry or earlier termination of the contract, the Company will not reimburse the cost of the materials borne by the Franchisee/ BA/ GA for the Stationery/ goods purchased for the business.

5. BANK ACCOUNT & INSPECTION OF BOOKS OF ACCOUNTS:

- 5.1 That the Franchisee/ BA/ GA will open a Bank Account in his/ her name/ Franchisee/ BA/ GA name in his/ her territory so as to permit/ promote cheque transactions of his/ her firm.
- 5.2 That the Franchisee / BA / GA will not be allowed to open any Bank Account in the name of "DTDC EXPRESS Ltd." or any similar name.
- 5.3 That the Franchisee shall have no authority to raise loans or borrow in the name of the Company and it is expressly understood that the Company shall in no way be responsible for any debts or other liability/ obligation created by the Franchisee for the purpose of business..
- 5.4 That the Franchisee/ BA/ GA will keep/ maintain as may be approved by the Company all such books of accounts, files, documents and papers and shall enter or cause to be entered therein the usual shipments or particulars of shipments etc., booked and dispatched, received and delivered, the expenses incurred and the money received on behalf of the Company and shall at all times provide faithful information periodically, accurate accounts of all business dealings and also the statements, books of accounts etc., to the Company.
- 5.5 The said books of accounts shall be kept at the Office of the Franchisee / BA / GA at GURGAON (JHARSA ROAD) and shall remain open at all times for inspection by the authorized personnel of the Company.
- 5.6 That the Franchisee / BA / GA shall maintain true and proper statement of accounts relating to the business and the same shall be audited by a Practicing Chartered Accountant appointed by him/ her. If need be, the Company also has the option to appoint a Chartered Accountant for the purpose.
- 5.7 That the Franchisee/ BA/ GA shall submit his/ her audited annual accounts every year to the Company.
- 5.8 That in order that the Company may be assured that the Franchisee / BA/ GA is carrying out all his obligations under this Agreement, the Franchisee/ BA/ GA shall allow Company's representative/s from time to time as desired to examine the Franchisee/ BA/ GA's accounts and records, place/s of business, service facilities and other necessary infrastructure relating to the services rendered.
- 5.9 That in the event of breach or infringement of any of the covenants contained in Clauses (5.2) and (5.3) above by the Franchisee / BA / GA, the Company will be entitled to claim from the Franchisee / BA / GA adequate compensation for damage, if any, caused notwithstanding termination of the Franchisee.

6. MARKETING & ADVERTISEMENT:

- 6.1 That the Franchisee / BA / GA will market the Company's products / services as per the terms and conditions and Marketing & Sales policy of the Company communicated to the Franchisee/ BA/ GA by the Company from time to time. If need be, the Franchisee/ BA/ GA will get necessary help from the Company's Franchisee/ Marketing Executives.
- 6.2 That the Company will provide adequate advertising support to promote the Franchisee / BA / GA through periodic release of advertisements in the print media, outdoor, TV, etc. The cost of such advertisement support will be shared by the Franchisee/ BA/ GA and will be collected by the Company in advance while supplying Consignment Note Books.
- 6.3 That if the Company at any time objects to the Franchisee/ BA/ GA's advertisement and/ or promotion, the Franchisee / BA / GA shall immediately withdraw and refrain from repeating such publicity. In particular, the Franchisee / BA / GA shall not make any inaccurate or unauthorized representation regarding the performance, tariff or availability of services.
- 6.4 The Franchisee/ BA/ GA shall undertake any advertising activity only in the area where the business is operating after obtaining the due consent of the Company especially for announcing any new services or any revision of the charges through such advertisements.
- 6.4 Any cost consequential to the advertising that is not initiated by the Company, shall be borne by the Franchisee/ BA/ GA any no claims for reimbursement of the costs will be entertained.

7. OPERATIONS:

- 7.1 That the SECOND PARTY, as the Franchisee/ BA/ GA of the Company will be entitled to use the services of the Network of the Company throughout the country consisting of its Regional Offices, Area Offices, Branches, Sub-Branchees and Franchisee / BA / GA Offices hereinafter referred as "Stations" for the efficient conduct of its business.
- 7.2 That the Franchisee/ BA/ GA shall, during the continuance of his Franchisee/ BA/ GA ship under this agreement, properly and faithfully serve in such capacity as aforesaid, and will at all times devote his/ her whole time and attention and energy honestly and diligently in managing, superintending and improving the said business to the utmost of his power, skill and ability and will do and render all such services etc., matters and things connected therewith as the Company may direct from time to time.
- 7.3 That the Company will furnish the Franchisee/ BA/ GA with the relevant know-how and other details necessary for the efficient conduct of the business and shall from time to time guide the Franchisee/ BA / GA as the Company may deem fit and appropriate in the circumstances.
- 7.4 That the Franchisee/ BA/ GA undertakes to carry on the business efficiently and to the best of his/ her ability and shall not do any such act whereby the overall business and standing / reputation of the Company is affected in any manner.
- 7.5 That the Franchisee/ BA/ GA shall be responsible for the day-to-day operations and functioning of the Franchisee/ BA/ GA, including canvassing of business in the name of the Company, collection/ pick-up and delivery of shipments.

- 7.6 That the Franchisee/ BA/ GA shall also pick-up/ receive and deliver incoming shipments from various destinations as per terms of the specific contract entered into by the Company's Regional/ Area Offices with corporate clients on an All-India basis.
- 7.7 That the Franchisee/ BA/ GA shall forward all the necessary courier/ cargo material to the Company in case of outgoing shipments and to the Consignee in case of incoming shipments within the prescribed time and that he will not withhold any shipments on any grounds whatsoever.
- 7.8 That in cases of delivery within the city/ town limits, the Franchisee/ BA/ GA will undertake and give service, free of charge. In case of special delivery/ diplomatic services when the delivery falls outside the City limits, the Franchisee/ BA/ GA will be entitled for payment of special delivery charges as per mutually agreed rates/ terms.
- 7.9 That the Franchisee/ BA/ GA will accept booking of all shipments (Dox, Non-dox and Cargo) in open condition only and will not book any prohibited items as listed on the reverse of the shipper's copy of the Consignment Note or of any IATA restricted items or items prohibited by the various enactments applicable to the carriage of goods. The Franchisee hereby agrees not to book any of the following items through the Company a) Currency, b) Gold, c) Drugs, d) Explosives, e) Hazardous Chemicals, f) Bearer Demand drafts & Cheque, g) Liquids, h) Radio-active materials, i) Tender Documents, j) Share certificates or any articles prohibited under the Indian Postal Act, 1896 or any other statute. (Annexure 4) In case of any irregular booking, the Franchisee only shall be responsible for all consequences including damages/ compensation to be paid, if any.
- 7.10 In case of non-dox shipments/ cargo, the Franchisee/ BA/ GA should further obtain from the booking party all relevant documents (Invoice, Delivery Challan etc.,) in sufficient number of copies and necessary declaration mentioning the correct contents and value of the shipments. One set should be enclosed in the parcel, the other should be attached to the Consignment Note in a cover and the third copy is to be retained by the Franchisee. In case the Franchisee does not collect the necessary declaration and / or the relevant documents, the Franchisee will be liable for damages or any other consequences thereof
- 7.11 That all non-dox shipments / cargo must be suitably packed and labeled so as to facilitate their movement without damage while in transit and handling, both due to fatigue as well as inclemental weather conditions. The packages have to be marked with specific handling instruction, viz., "Fragile Handle with Care", "This side up", "Avoid Water", etc., as the case may be.
- 7.12 That the Franchisee/ BA/ GA will accept/ undertake to deliver the shipments/ cargo only to such places where the Company has its Franchisee/ Associate Offices. Acceptance of shipments/ cargo in violation of this clause will be at the sole risk and responsibility of the Franchisee / BA / GA. As a guide to the Franchisee/ BA/ GA, a list of serviceable stations/ PIN codes will be supplied from time to time.
- 7.13 That the Company shall not be responsible for shipments for which Consignment Notes are made without the relevant details/ complete address with PIN code/ Telephone Number, etc., and which are not properly manifested.
- 7.13 The Franchisee / BA / GA shall take adequate care not to book any consignment containing banned goods I items in respect of which a list will be supplied by the Company to the Franchisee/ BA/ GA. The Franchisee/ BA/ GA to ensure that no packet/ parcel contains banned goods of any description. The Franchisee/ BA/ GA has to receive packet/ parcel in open condition and seal the packet/ parcel only after inspection. If however, at a later stage, if any consignment is found to be containing any banned

goods, the Franchisee/ BA/ GA alone shall be responsible for all the costs and consequences including penal and hereby undertakes to indemnify the Company in respect of all claims and losses that may occur in respect of such consignments.

- 7.14 The Franchisee/ BA/ GA is bound to deliver all shipments given to him during the business hours (in 3 cut-off timings) on the same day. In case, Franchisee/ BA/ GA refuses to deliver all the shipments in his given area, he will have to pay Rs.5/- per shipment per kg or 25% more transshipment on that particular day's regular transshipment charges. If he continuously fails in maintaining delivery commitment within the given schedule, company will have the right to appoint new Franchisee / Delivery Agent in the existing area of the defunct Franchisee / BA / GA. Also, company will charge 50% additional transshipment on the regular transshipment charges of the Franchisee's billing for failure in delivering the shipments.
- 7.15 The Franchisee/ BA/ GA is bound to deliver all shipments given to him during the business hours (in 3 cut-off timings) on the same day. In case, Franchisee/ BA/ GA refuses to deliver all the shipments in his given area, he will have to pay Rs.5/- per shipment per kg or 25% more transshipment on that particular day's regular transshipment charges. If he continuously fails in maintaining delivery commitment within the given schedule, company will have the right to appoint new Franchisee / Delivery Agent in the existing area of the defunct Franchisee / BA / GA. Also, company will charge 50% additional transshipment on the regular transshipment charges of the Franchisee's billing for failure in delivering the shipments.

8 CUSTOMER SERVICE

8.1 RESPONSIBILITY WHILE BOOKING & DELIVERING THE SHIPMENTS:

- 8.1.1 That it is the basic duty of the Franchisee/ BA/ GA to respond cautiously and courteously to the queries of the customers immediately without loss of time and provide them with requisite information and solution. While doing so, the Franchisee / BA / GA should ensure that the same falls within the framework of the existing Company policies and procedures. The Franchisee/ BA/ GA on receipt of any complaint should get in touch with the respective Sub-Branch/ Branch/ AO/ RO of the Company and co-ordinate with the complainant without misleading the customers or making any false commitments, failing which the Franchisee/ BA/ GA will be liable for the consequences thereof.
- 8.1.2 Franchisee/ BA/ GA will be held responsible if he fails to abide by the Company policy while accepting shipments for booking from the customers, forwarding these immediately in suitably packed and intact conditions at the Origin/ Receiving Stations and for handling and delivering the shipments in time and in perfect condition at the Destination.
- 8.1.3 That it is the duty of the Franchisee/ BA/ GA to adhere to Company policy in handling the shipments especially in case of Non-dox shipments / cargo and high value "Mentioned" shipments both while booking from the customers as well as while accepting from the Company for delivering the same.
- 8.1.4 That it is the responsibility of the Franchisee / BA/ GA to check and be satisfied about the number, contents and condition of the shipments vis-a-vis the Manifest / DRS / Consignment Note and then effect delivery of the same within the specified time limit.
- 8.1.5 That the Franchisee/ BA/ GA shall be responsible for any failure, mishap, loss or damage that occurs while the shipments are in his possession before handing over to / after receiving the shipments from the Company.

8.2 RESPONSIBILITY FOR PROPER DOCUMENTATION:

- 8.2.1 Usually complaints emanate due to service failures, viz., delayed delivery, short delivery, wrong delivery, non-delivery, pilferage of shipments, delivery of shipments in damaged condition etc.
- 8.2.2 That it is essential for the Franchisee/ BA/ GA to follow proper documentation procedure as detailed below to avoid any ambiguity about the delivery status of the shipments because complaints arise due to failure in proper documentation also. Failure to do so may lead to claims related to service failures.

- 8.2.3 That the Franchisee/ BA/ GA has to check for the contents of the shipment before booking, especially Non-dox shipments and "High Value" mentioned shipments/ cargo and assess the appropriateness of the package.
- 8.2.4 That the Consignment Note is to be filled up with correct address of the Consignee, Telephone, Fax No., of both the shipper and the consignee, Pin Code, type of shipments, value, contents, declarations, etc., of both the shipper and the consignee.
- 8.2.5 That in case of Non-dox shipments/ cargo, all relevant Commercial papers, Invoice, DC, Declaration etc., have to be collected in sufficient number of copies to avoid ST/ Octroi problems, delays and fines.

8.3 RESPONSIBILITY FOR CLEAN P. O. D & DETAILED D. R. S.:

- 8.3.1 That the Franchisee / BA/ GA has to necessarily ensure that the shipments are delivered on time in intact condition obtaining acknowledgement particulars like name and signature of the receiver, date, time and seal on the POD (Proof of Delivery) copy as well as on DRS (Delivery Run Sheet).
- 8.3.2 That it is essential for the Franchisee/ BA/ GA to obtain complete acknowledgement particulars from the receivers since POD and DRS are the ultimate proof of delivery of shipments at the destination as per service commitments.
- 8.3.3 That Franchisee/ BA/ GA will be held responsible in case the customers complain of non-delivery and prefer claims due to failure in submitting clean POD / DRS for shipments handled by the respective Franchisees.

8.4 RESPONSIBILITY FOR COMMUNICATION:

- 8.4.1 In case of service failure, viz., delayed delivery, short delivery, wrong delivery, non-delivery, pilferage of shipments, delivery of shipments in damaged condition, etc., it is the duty of the Franchisee to acknowledge the complaints (both oral and written) within 2 days assuring to investigate the case and revert within 10 days.
- 8.4.2 That the Franchisee/ BA/ GA should then mark a copy of the complaint and acknowledgement letter to the Customer Service Department at the respective Sub-Branch / Branch /AO/ RO giving all relevant details like Consignment Note, Date of Booking, Type of Shipment, Contents, Value, Weight, Declaration/ Documentation details, Manifest No., Date, Mode of Dispatch, Packaging particulars and Handling Instructions, if any, Consignee Address with Pin Code, Telephone No., Name of Contact Person etc.,.
- 8.4.3 That the Franchisee/ BA/ GA should follow up continuously with the Company and keep the customer informed about the progress or otherwise about the complaint.

8.5 CUSTOMER CLAIM & COMPENSATION:

- 8.5.1 That if the customers claim compensation due to service failure, directly attributed to the Franchisee, then such Franchisee / BA / GA shall be liable for settlement of claims, if any, and he / she has to negotiate and settle the claim with the customers. Any help in this regard would be made available by the Sub-Branch/ Branch/ AO/ RO.

- 8.5.2 That in such cases, even though the claim amount is limited to Rs. 100/-, as per the terms mentioned on the Consignment Note, the claims have to be settled amicably keeping in view the business potential of the customer and the Company's image.
- 8.5.3 That in case service failures are attributed to both the Company and the Franchisee/ BA/ GA either at the Origin or Destination or Intermediate points, then the settlement of claims, if any, would be shared in the requisite manner based on the investigation carried out by the BM/ AM/ RM/ AGM / DGM, as the case may be. However, in the case of dox and non-dox, the Company's liability will not normally exceed 10% of the claim amount and in no event shall the Company's liability include any special, indirect, incidental or consequential loss or damage to any customer.
- 8.5.4 The Company will not be responsible for any loss or damage of the consignment caused due to any act of God, such as, accidents, any natural calamity, riots, civil commotion, strike, dacoity or theft, suspension of air, rail or road transportation for any reason or any other cause whatsoever beyond the control of the Company. No claim for loss or damage will be entertained by the Company in such events from any customer.
- 8.5.5 That the Franchisee / BA/ GA is responsible for taking 'Shipper's Signature' on the consignment note failing which no claims can be considered by company and Franchisee/ BA/ GA alone is responsible for any claims arising out of his bookings.

8.6 CONSUMER FORUM CASES:

If there is failure in resolving the complaints amicably, the customers are likely to approach the Consumer Forum.

- 8.6.1 That in such cases, it will be essential for the Franchisee/ BA/ GA to co-ordinate and attend the cases in consultation with the respective Regional or Corporate Office and Legal Advisor of the Company, as the case may be, whenever any case is filed against the Company or the Franchisee/ BA/ GA himself, either as a 1st party or 2nd party in the Consumer Forum.
- 8.6.2 That all Consumer Forum cases belonging to the Franchisee / Sub-Branch / Branch / AO / RO will be handled promptly by the respective Branch/ AO/ RO independently under intimation to and guidance from the Corporate Office who will render all assistance in identifying and selecting a legal advisor based on the requirement of the Branch / AO / RO, so that co-ordination and follow up will be timely and effective.
- 8.6.3 That the Franchisee / BA/ GA has to keep the respective Sub-Branch / Branch / AO / RO / Corporate Office informed about the status of the Consumer Forum cases from time to time.
- 8.6.4 That Whenever the Consumer Forum court order is awarded in favor of the customer, it would be the responsibility of the concerned Franchisee / BA / GA Branch / Regional Office to bear the cost & consequences thereof individually or collectively, as the case may be, based on the internal investigation carried out by the BM/ RM/ AGM / DGM. In any case, the Company's liability in case of dox and non-dox will not normally be more than 10% of the amount awarded by the Consumer Forum court.

9 FRANCHISEE SECURITY DEPOSIT:

- 9.1 That the Franchisee / BA / GA will pay an interest-free Security Deposit to the Company as under:- Rs. 120090.4 (Rupees One Lakh Twenty Thousand, Ninety only) Security Deposit for DOMESTIC Franchise.
- 9.1.1 That the Party has as on date paid Rs. 120090.4 (Rupees One Lakh Twenty Thousand, Ninety only) vide Receipt No. As per SAP 0 dated 07-Nov-2024 towards Security Deposit. That the Second Party has given an undertaking to pay the balance, if any, on or before -
- 9.1.2 For Renewal of agreement the Franchisee / BA / GA Security deposit shall be as per the actual Deposit as on date - as per the billing system -
- 9.1.3 That it is agreed that if, in any month, the business hike of the Franchisee / BA / GA is such and is consistently so for a period of six months, necessitating an increase in the quantum of Security Deposit fixed for the Franchisee, on proper scrutiny and analysis, the Company reserves the right to increase Security Deposit proportionate to the increase in business and communicate the same to the Franchisee for payment forthwith and the Franchisee/ BA/ GA shall pay such additional deposit as may be fixed by the Company.
- 9.2 That under no circumstances will the Franchisee / BA / GA Security Deposit be adjusted towards settlement of Transshipment bills, Advertisement, Stationery, Corporate Support Charges dues, etc., save and except in the case of a Franchise being closed/ terminated.
- 9.3 For claiming refund of security deposit at the time of termination of this Agreement or closure of Franchise/ BA/ GA, it is obligatory on the part of the Franchisee/ BA/ GA to tender the Agreement & original receipt issued by the Company evidencing the payment of security deposit, to process the claim of its refund and cancellation. In case of its loss or misplacement, the Franchisee shall furnish an indemnity to this effect. If the Franchisee/ BA/ GA refuses to adhere to this procedure, the Company has got every right to withhold the refund of security deposit (after adjustment of Company's dues, if any) until the original receipt is surrendered or an indemnity for its loss is furnished to the Company. In such an event, the Company will not be liable for any delay in refund of security deposit as a result of non-compliance of this procedure by the Franchisee/ BA/ GA.
- 9.4 In addition to the initial security deposit, the Franchisee shall be required to pay Additional Security Deposit in proportion to the growth of his/ her/ its business. It is agreed that the Additional Security Deposit shall be calculated at the end of each fortnight, if the total outstanding of a Franchisee/ BA/ GA is higher by Rs.50,000 or more against the existing SD, then System will automatically calculate 10% of the TS bill raised for the fortnight and add the same as part of the bill.
- 9.5 Initial Establishment Fees: At the time of entering into the Agreement, the Franchisee/ BA/ GA shall pay to the Company a fixed non-refundable amount as Initial Establishment Fees in addition to the Security Deposit (Refer Annexure No.2) The parties agree that the Initial Establishment Fees shall be as specified by the Company depending upon the category of the Region where the Franchisee/ BA/ GA is situated, as designated by the Company.

10 TRANSSHIPMENT AND CORPORATE SUPPORT CHARGE:

- 10.1 That with regard to transshipment of shipments, the Franchisee will bear the cost of transshipment charges as laid down from time to time for various destinations and as per mode of transshipment.
- 10.2 The Company shall notify maximum/ recommended Selling rates in all categories for DTDC products from time to time through its web-site or circulars or other publications. A Franchisee/ BA/ GA shall not charge rates exceeding those notified or directed by the Company from any customer- whether walk-in on cash or direct/ regular clients on credit, on any grounds whatsoever. Any violation on this count shall be viewed seriously and the Company reserves its right to terminate this Agreement for any violations on the part of the Franchisee/ BA/ GA.
- 10.3 That the Transshipment charges payable to the Company will be based on the linehaul, Excess Baggage Tariff (EBT), Transportation, Ticketing, Loading & Unloading, Connecting & Receiving shipments by Air/ Air Cargo/ Surface, both at the Origin & Destination, and any other expenditure incurred by the Company on transshipment of shipments booked by the Franchisee.
- 10.4 That the Franchisee / BA / GA and the Company shall share the OTC / OBC and all other linehaul expenses for connecting the shipments wherever such network arrangements, if any, are made.
- 10.5 That the Transshipment rates are subject to change without prior notice based on the changes in Air/ Rail/ Surface/ Fuel charges, etc., and the Franchisee/ BA/ GA will be communicated about the same from time to time.
- 10.6 That the Transshipment payments will be made by the Franchisee/ BA/ GA on or before the 7th of the following month for the first fortnight billing (1st to 15th) and on or before the 22nd of the following month for the second fortnight billing {16th to 31st}. Franchisee not clearing the payment overdue > 45 days shall be restricted for issue of Consignment notes and stationary code shall be blocked till the overdue amount is paid under the Company Process Mission Zero Outstanding > 45 days. However any bill dispute to be reported and with necessary approval from authorized person Stationary code shall be activated.
- 10.7 That as a consideration for use of the Company's name, goodwill and its extensive network facilities, the Franchisee/ BA/ GA will pay Corporate support charge to the Company as may be fixed/ revised by the Company from time to time, calculated broadly as per Annexure - 1. The Company reserves the right to review / revise its Policy with regard to fixing / collection of Corporate support charge on Domestic business from time to time, as it may consider appropriate. The due date for payment of such Corporate support charge for the month will be 15th of the same month to which it relates. In the event of failure on the part of the Franchisee to pay Corporate support charge by the stipulated date, the Company can stop issue of Consignment Note and/ or put the Franchisee/ BA/ GA on "Cash and Carry" basis.
- 10.8 That in the event of failure to pay Transshipment or Corporate support charge dues by the due dates, the defaulting party will have to pay interest at the rate of 18% per annum or at such applicable rates on the amount due and also risk the loss of credit facility of transshipment and the Company can put the defaulting Franchisee/ BA/ GA on Cash and Carry basis. The Company also reserves the right to stop issue of Consignment Notes.
- 10.9 As consideration for use of the Company's name, goodwill & its extensive network facilities, the Franchisee/ BA/ GA will pay a Corporate support charge to the Company. The parties agree that such Corporate support charge may be a fixed amount or variable, every month depending on sales. In any case, the minimum Corporate support charge payable by the Franchisee/ BA/ GA shall not be less than 10% of monthly Transshipment Sales. The parties agree that it should be a variable Corporate support charge/ Transshipment Sales (OTC).

11 INCUMBENCY TRANSFER:

In case there is any change in the ownership of the Franchise (including relatives or any Associate Company of the Franchisee) no Corporate support charge Holiday will be allowed. In such cases, transfer fees towards the Incumbency transfer will be collected from the Franchisee before transfer of the franchise to the new party.(Refer Annexure 3 for City Category) (For BA/ GA as per company directives as per business). The Incumbency transfer rates (Refer Annexure 4).

In case there is any change in the ownership of the Franchise (including relatives or any Associate Company of the Franchisee) no Corporate support charge Holiday will be allowed. In such cases, transfer fees towards the Incumbency transfer will be collected from the Franchisee before transfer of the franchise to the new party.(Refer Annexure 3 for City Category) (For BA/ GA as per company directives as per business). The Incumbency transfer rates (Refer Annexure 4).

12 INTIMATION OF CHANGES, IF ANY:

That in the event of:

- 12.1 The Franchisee/ BA/ GA changing his place of business/ address.
- 12.2 There being a change in the telephone/ fax number of the Franchisee offices/ stations
- 12.3 Any other related changes; the Franchisee / BA / GA shall intimate in writing such changes to the Company within 48 hours of change.

13 STATUTORY REQUIREMENT & OBLIGATIONS:

- 13.1 That for all legal purposes and statutory obligations (PF / ESI / PT / GST / Shops & Commercial Establishment Act, etc.,) the Franchisee/ BA/ GA is a separate entity distinct from the Company. The Franchisee shall be solely responsible and liable for due observation and implementation of all statutory provisions/ enactments as applicable to it from time to time and the Company shall not in any way be responsible for it. The Company shall not, in any manner, be responsible for any act, omission or commission of the employees engaged by the Franchisee/ BA/ GA and no claim in this respect shall lie against the Company.
- 13.2 That the Franchisee/ BA/ GA shall engage/ appoint necessary personnel at his/ her own discretion and cost without the interference of the Company for the efficient running of his/ her business and that no relationship of employer and employee shall be created between the Company and the said personnel and all the liabilities on account of his/ her employees will be that of Franchisee/ BA/ GA.
- 13.3 That the Franchisee/ BA/ GA shall be responsible and liable for due observation and implementation of the statutory provisions applicable, if any to the employees engaged by him / her under various Labour & Establishment legislations and the Company shall not be in any way responsible for it
- 13.4 **That payment of GST is applicable from 1st July 2017 or from such subsequent date as the Franchisee / BA/ GA has acquired the franchise/ BA/ GA shall be the responsibility of the Franchisee / BA/ GA. The Franchisee has to register and remit the liability to the appropriate Government Authority directly. A copy of the GST registration obtained by the Franchisee/ BA/ GA shall be submitted to the Company for its record.**

- 13.5 That each party shall respectively sign, execute and do all such things and execute such further documents, deeds, acts and things as the other party reasonably requires for completely effectuating the Agreement and each shall pay his own cost in that connection.
- 13.6 If the Company becomes liable to disclose any information about the Franchisee/ BA/ GA's dealings with the Company to any Authority under any statutory enactments or Court's proceedings, who are entitled to seek the same, in such an event, the Company is free to furnish the information asked for, without any intimation to the Franchisee.

14 NON-AGENCY/ INDEPENDENT CONTRACTORS:

Notwithstanding that the Franchisee is a beneficiary of the Company's name, this Agreement does not create a relationship of Principal and Agent, and the Franchisee cannot be deemed to be an Agent or a Branch of the Company under any circumstances. The relationship created herein between the Parties shall be solely that of independent contractors entering into an agreement and both parties shall act at all times as independent contractors and nothing contained in this Agreement shall be construed to create the relationship of principal and agent or employer or employee, between the Company and the Franchisee/ BA/ GA. No representations or assertions shall be made and no actions shall be taken by either Party which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of this Agreement or any Schedule. Neither Party shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other Party, or to create any liability or obligation whatsoever on behalf of the other Party, towards any person or entity.

15 NON-EXCLUSIVITY:

This Agreement is non-exclusive and the Company expressly reserves the exclusive and unrestricted right to appoint any other Franchisee/ BA/ GA or service provider or set up its own branch/ office in the same area where the Franchisee/ BA/ GA has been operating or in the designated territory assigned to him, for providing domestic air express and courier services and other services similar to the DTDC Services to businesses and the general public through the said Franchisee/ BA/ GA or branch/ office, in addition to or in lieu of the Franchisee/ BA/ GA providing DTDC Services under this Agreement, at the option of the Company, and Franchisee/ BA/ GA shall not object to any such appointment.

16 DTDC SERVICES:

This Agreement is non-exclusive and the Company expressly reserves the exclusive and unrestricted right to appoint any other Franchisee/ BA/ GA or service provider or set up its own branch/ office in the same area where the Franchisee/ BA/ GA has been operating or in the designated territory assigned to him, for providing domestic air express and courier services and other services similar to the DTDC Services to businesses and the general public through the said Franchisee/ BA/ GA or branch/ office, in addition to or in lieu of the Franchisee/ BA/ GA providing DTDC Services under this Agreement, at the option of the Company, and Franchisee/ BA/ GA shall not object to any such appointment.

- 16.1 The Company hereby agrees to provide the DTDC Services through the Franchisee / BA / GA to the customers for domestic shipments of documents, small packages and freight within India. Shipments will originate at the location of the Franchisee and will be delivered to any destination in India regularly serviced by the Company. The offering of DTDC Services by the Franchisees/ BA/ GA to their customers are subject to the terms & conditions contained in this Agreement as well as the DTDC standard conditions of carriage printed on the reverse of the consignment note. It shall be the duty of the Franchisee/ BA/ GA to ensure that each customer shall complete the Company's Consignment note for each shipment made by the customer and the customers must sign the consignment note accepting the terms & conditions of the Company mentioned therein. The Franchisee / BA / GA shall provide the Company with such completed & signed consignment notes at the time of shipment. In the event of any failure on the part of the Franchisee to fulfill any one of these conditions, the Company shall not be liable to the customer of Franchisee/ BA/ GA for any consequences arising thereafter to the consignment and the Franchisee/ BA/ GA shall be solely responsible for the same.

- 16.2 The Customers availing of the DTDC Services through the Franchisee/ BA/ GA shall not be automatically deemed to have entered into an implied contract with the Company. For the purpose of fulfilling the provisions of this Agreement, and as between the Parties hereto, such customers shall be deemed to be the shippers of the Franchisee/ BA/ GA but they will be subject to DTDC standard conditions of carriage once the Company accepts their consignments for transshipment through its network.
- 16.3 The Company reserves its right to restrict the size, weight or value of package shipments (not being documents), depending upon the destination location. The dimensional weight factor calculation is as per IATA specifications. The Company does not guarantee that packages of weights or dimensions exceeding current standards will be delivered according to service specifications.
- 16.4 The Company reserves the right to adjust and/ or to terminate the competitive rates for the Franchisee / BA/ GA in the event of non-compliance by the Franchisee/ BA/ GA with this Agreement, or loss of Good Standing status. The Franchisee / BA / GA will be said to be of Good Standing status if it has, without any dispute, paid all of its invoices on or before the date specified in the payment terms in subclause (v) of Annexure 1 under heading Transshipment & Corporate support charge herein below. If the Franchisee/ BA/ GA is unable or unwilling to pay part or all of its outstanding invoices under this Agreement, it will not be considered to be in Good Standing for purposes of this Agreement.
- 16.5 Supplemental Charges: Dimensional weight fees, corrected actual weight fees and accessorial fees will be supplementary as billed by the Company. The Company reserves the right to fix temporary emergency surcharges to recover costs associated with emergency situations that could not be reasonably anticipated at the time of signing of this Agreement. All emergency surcharges will be temporary and will be in addition to negotiated rates. Franchisee/ BA/ GA will receive 15 day's written notice of any pending emergency situations requiring a surcharge.
- 16.6 Resale: The Franchisee/ BA/ GA shall not actively and knowingly solicit any existing customers of the Company or any other Franchisee/ BA/ GA of the Company.
- 16.7 The Franchisee/ BA/ GA shall ensure that the transshipment rates, etc., levied on the Franchisee/ BA/ GA by virtue of this Agreement are not provided to another third party provider, forwarder, wholesaler, retailer, or consolidator.
- 16.8 The Company reserves the right to suspend credit terms to the Franchisee in the event of non-payment of service invoices for a period of ONE MONTH, and/ or to impose daily cash terms with no incentive, without any prior notice.
- 16.9 The Company may inspect, from the records maintained by the Franchisee/ BA/ GA with regard to all the activities carried out at the business place of the Franchisee / BA / GA , copies of financial information or records relating to the DTDC Services carried out from the business place of the Franchisee/ BA/ GA, by giving reasonable prior written notice of such intention to the Franchisee.

17 OBLIGATIONS OF THE FRANCHISEE:

The Franchisee/ BA/ GA hereby undertakes that it shall be solely responsible for the following:

- 17.1 Remaining current regarding payments by the Franchisee/ BA/ GA to the Company
- 17.2 Payment to the Company of any pre-approved or forwarding costs (additional delivery cost by other carriers) for deliveries billed to the Franchisee/ BA/ GA by the Company

- 17.3 Payment to the Company for the DTDC Services rendered to the customers. Other services not contemplated by this Agreement shall be billed at the Company's standard rates.
- 17.4 Ensuring that each shipment placed by the customer is accompanied by a properly completed & signed consignment note, which may or may not be in electronic form
- 17.5 Instructing each customer on the appropriate packaging for that customer's shipment and
- 17.6 Display of DTDC signage, at the sole discretion, direction and in the form, manner, location and size prescribed by the Company. The Company may, at its sole discretion, direct the Franchisee/ BA/ GA to compensate the Company for certain signage display. on the appropriate packaging for that customer's shipment and

18 TECHNOLOGY:

- 18.1 The Franchisee / BA/ GA shall automate all processes when made available by the Company to the Franchisee / BA / GA, including automation of shipping, tracking and special programs, the cost or charge of which will be borne by the Franchisee / BA / GA. Post automation, information regarding transshipment of packages shall be accessible by Internet, Intranet or local application. At the cost / expense of the Franchisee, the Company will provide to the Franchisee / BA / GA, the automation, electronic shipping and manifestation systems and other required software and technology relating to such systems, whenever it decides to supply the same to its other Franchisees / BA/ GA on a uniform basis. The Franchisee/ BA/ GA will always provide a terminal with licensed operating system s (such as Windows, etc) as specified by the Company, and internet connectivity at the office of the Franchisee.
- 18.2 That any technology used by the Franchisee/ BA/ GA, other than those provided by the Company, shall be licensed for lawful use by the Franchisee/ BA/ GA and that the Franchisee/ BA/ GA shall not violate any third party intellectual property rights by the use of such technology. Any liability arising out of such violation shall vest with the Franchisee/ BA/ GA.
- 18.2 That any technology used by the Franchisee/ BA/ GA, other than those provided by the Company, shall be licensed for lawful use by the Franchisee/ BA/ GA and that the Franchisee/ BA/ GA shall not violate any third party intellectual property rights by the use of such technology. Any liability arising out of such violation shall vest with the Franchisee/ BA/ GA.

19 CONFIDENTIALITY:

The Franchisee/ BA/ GA shall each treat any information, financial or otherwise, whether written, oral or visual, received or disclosed by the Company in conjunction with this Agreement as confidential and shall not disclose the same to any other third party. The obligation of the Franchisee/ BA/ GA under this clause shall survive expiration or termination of this Agreement. The Franchisee/ BA/ GA hereby agrees that any and all information relating to the customers of the Company as well as the Franchisee/ BA/ GA, maintained and updated by the Company shall remain the sole and exclusive property of the Company during the term of this Agreement and shall continue to so remain upon termination of this Agreement.

20 INDEMNIFICATION:

- 20.1 The Franchisee / BA / GA hereby indemnifies, defends and holds harmless the Company from and against all claims, losses, demands, cause of action, fine, penalty, costs, liabilities, judgments, expenses or damages and /or interest of any kind nature whatsoever which may be imposed upon, incurred by or asserted against the Company in any way: (a) Arising out of any theft, loss, destruction of or damage to the packages desired to be shipped or couriered by the customers, through the DTDC Services under this Agreement due to the fault of the Franchisee/ BA/ GA after pick up of the consignments. (b) arising out of any wrong or fraudulent use of processes, automation, electronic shipping,

manifestation systems, and other software and technology provided by the Company. (c) Arising out of any alleged or actual non-compliance by the Franchisee with any laws, regulations, rules and /or any other governmental requirements regarding the DTDC Services. (d) Arising out of non-observance or non-compliance with the procedures laid down in the Operational Manual, Franchisee Manual and other guidelines /circulars pertaining to the business operations of the Franchisee/ BA/ GA issued by the Company from time to time. (e) arising out of any wrongful /fraudulent/ criminal acts including criminal breach of trust, forgery, cheating, falsification, misappropriation, misfeasance, misconduct, etc. on the part of the Franchisee or its employees or agents which has resulted in personal injury or loss of property, business or other economic losses to any customers & third parties including the Company.

- 20.2 Franchisee / BA / GA further indemnifies, defends and holds the Company harmless from and against any and all losses, liabilities, claims, demands, penalties, judgments, costs, legal fees and expenses, arising out of the Franchisee / BA / GA's or its employees, Sub-Franchisees or agents performance or non-performance, breach of this Agreement, gross negligence, negligence or intentional acts that causes or combines with other events to cause any personal injury, including death, property damage, or economic losses to the Company or its customers or any third parties.
- 20.3 Without limitation, the indemnification obligations under this paragraph shall survive the expiration or termination of this agreement.

21 WARRANTIES AND UNDERTAKINGS

The Franchisee/ BA/ GA will not at any time divulge to any customer or to any other Franchisee/ BA/ GA or to any competitor of the Company any trade or business secrets or any other matter relating to its courier and cargo business, which may become known to it by virtue of its position as Franchisee/ BA/ GA or otherwise. The Franchisee/ BA/ GA shall be true and faithful to the Company in all dealings and transactions whatsoever relating to the business. In the event of breach of confidentiality by the Franchisee/ BA/ GA, the Company shall be entitled to claim damages from the Franchisee. The execution, delivery and performance of this Agreement does not, and will not, violate any provisions of Franchisee's articles or certificates of incorporation and bylaws, or any contract or other Agreement to which Franchisee is a party.

22 LIMITATION OF LIABILITY:

The Company will arrange to transport and deliver the customers' packages and freight in accordance with regular practices and procedures of the Company. However, as set forth in the consignment note or airway bill, the Company shall in no case be liable for any loss, delay, damages, mis-delivery or nondelivery beyond the limitations specified in the Company's standard Conditions of Carriage, and the terms and conditions contained on any Company airway bill accompanying any shipment transported by the Company for the customers. The Company's standard Conditions of Carriage, and any future Company updates or revisions thereto, will always apply except as otherwise stated herein. In the event of any conflict or discrepancy between the Conditions of Carriage and this Agreement, the terms and conditions of Carriage stipulated by the Company shall prevail.

23 INSURANCE:

The Company's maximum liability per package as set-forth in the airway bill/ consignment note shall be Rs.100/- (Rupees One Hundred only). The Franchisee/ BA/ GA shall ensure that Franchisee/ BA/ GA and its employees / agents while booking the non-dox consignments / parcels of high value items exceeding Rs.5,000/-from any customer, shall advise the customer concerned to obtain adequate transit/ marine insurance coverage for all types of possible risk on the shipments tendered by him for delivery through the Company's network. The Franchisee/ BA/ GA may upon request by the customer arrange such insurance coverage through any insurance company. In case, the customer wants to carry the shipments at his own risk without insurance cover, a declaration to this effect shall be obtained at the time of booking from the Customer.

- 23.1.1 The Company will not pay or reimburse any costs involved in insuring the consignment or be responsible for claiming the insured amount in case of any eventuality
- 23.1.2 The Franchisee/ BA/ GA shall not undertake any responsibility of valuation of the consignments and any such act will result in the liability on part of the Franchisee/ BA/ GA and not the Company

24 INSPECTION AND RIGHT TO AUDIT:

- 24.1 The Franchisee/ BA/ GA shall maintain appropriate records. The Franchisee/ BA/ GA shall allow the Company to inspect and verify all such records at any time. The Franchisee/ BA/ GA shall further allow the Company and / or its auditors the opportunity of inspecting, examining and auditing, the Franchisee/ BA/ GA's operations, premises, vehicles and business records which are directly relevant to the Services, as set forth in this Agreement, with no notice. The Franchisee/ BA/ GA will cooperate with the Company's internal and/ or external auditors to ensure a prompt and accurate audit. The Franchisee / BA/ GA shall also co-operate to correct, at its costs, any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the Company's audit report. Such audits or reviews will be at the expense of the Company. If the audit discovers discrepancies or overcharges, then upon completion of such audit or review the Franchisee/ BA/ GA shall reimburse the company for discrepancies or overcharges.

25 FORCE MAJEURE:

Neither Party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including but not limited to acts of God, fire, storms, floods, acts of government, wars, strikes, industrial disputes, civil disturbances, riots, acts of terrorism, mechanical breakdowns, or for any other matters that are beyond their reasonable control, whether or not otherwise foreseeable. Each Party will promptly inform the other Party of such failures and will use its best efforts to anticipate such failures and to devise means to eliminate or minimize them. Neither Party shall be liable to the other therefore nor shall the time for the performance of its obligations be extended for a period equal to the duration of the contingency that occasioned the delay, interruption or prevention

26 EXTENSION/ RENEWAL/ TERMINATION:

- 26.1 That the period of this Agreement may be extended for a further period as may be mutually decided between the parties at the time of expiry of the Agreement. Pending such extension renewal, the terms and conditions as contained herein shall be applicable. (Refer Annexure 5 for Renewal charges Franchisee/ BA/ GAs).
- 26.2 That the Company reserves the right to alter any of the terms and conditions of these presents including the terms related to Franchisee / BA / GA Security Deposit / Monthly Corporate support charge with. prior knowledge of the Franchisee/ BA/ GA during the subsistence of these presents or at the time of renewal of the Agreement.

- 26.3 That in case the Franchisee/ BA/ GA is taken up by one or more partners, a partnership deed is to be prepared and a notarized copy thereof shall be given to the Company immediately on signing of the Agreement. In case of any dispute among the partners, the Company has the right to terminate the Franchisee/ BA/ GA. In special cases, at the sole discretion of the Company, one of the partners may be appointed as a new Franchisee/ BA/ GA.
- 26.4 That if the Franchisee / BA / GA desires to close the Franchisee / BA / GA Operations within seven months of commencement of the same, he can do so by giving 3 months notice in writing in which case the Franchisee/ BA/ GA Security Deposit will be refundable on clearance of all dues to the Company. In case of shorter notice, the Franchisee/ BA/ GA Security Deposit will be refunded subject to deductions of administrative and Franchisee/ BA/ GA set up expenses incurred by the Company. The exact amount to be deducted will be based on the statement of the actual expenses incurred by the Company as per the records.
- 26.5 That after the initial period of 7 months, either party retains the right to terminate the Agreement by giving one-month notice, in writing, to the other party
- 26.6 That if the Franchisee fails to make the payment of any amount due to the Company under or by virtue of this Agreement within 30 days after it becomes due and payable.
- 26.7 That the Company is not satisfied with the performance of the Franchisee.
- 26.8 In the event that the Franchisee becomes insolvent or enters into any compromise with its creditors.
- 26.9 That in the event of closing of functioning by the Franchisee without notice, the Franchisee/ BA/ GA Security Deposit will be forfeited.
- 26.10 That notwithstanding anything hereinabove contained, the Company shall be at liberty to terminate the Agreement without notice at any time for reason of the Franchisee violating any of the above terms and conditions and indulging in any act involving moral turpitude, negligence or misconduct with the likelihood of causing harm to the good name of the Company. The Company shall have the right to forfeit the whole/ part of the amount of Security Deposit at its sole discretion.
- 26.11 The termination of this Agreement by either Party shall not absolve the Franchisee/ BA/ GA from any liability incurred by the Company till the effective date of termination. Further, the Franchisee/ BA/ GA shall not be entitled to any compensation for pre-mature termination by the Company with or without any cause.
- 26.12 That upon termination or expiration of this agreement, the Franchisee shall cease to use, in any manner, the trade marks the use of which shall have been granted by the Company hereunder, to indicate that the Second Party is the Franchisee/ BA/ GA of the Company and shall remove any and all trademarks and the trade names of the Company from the Franchisee / BA/ GA's signs, shingles, posters, name cards and any other advertising material. At least for two years the Franchisee / BA / GA cannot do similar business (Courier, Cargo, Logistics, Intracity, etc.,) from the same premises or within the radius of two kms from the existing premises. However, he can carry out any other business provided the nature of business is not related with Courier, Cargo, Logistics, Intracity, etc.

- 26.13 That the Franchisee / BA / GA shall forthwith and thereafter discontinue the use of the names, trademarks, initials or devices of the services of the Company or any names, trademarks, initials or devices likely to be confused therewith. If the Franchisee fails to discontinue use of such marks etc., the Franchisee/ BA/ GA shall reimburse the Company for all legal fees, costs, charges and expenses incurred in connection with legal action to require the Franchisee/ BA/ GA to comply herewith.
- 26.14 That the Company will also have a right to claim compensation commensurate with the damage caused in the event of such a happening, in addition to forfeiture of Security Deposit.
- 26.15 The Company has the right to appoint one or more Franchisees/ BA/ GA in the same area or PIN code based on the business and delivery performance of the existing Franchisee/ BA/ GA or PIN code area and also based on the business potential of the area. Further, every year, the Company will fix up the target and Franchisee/ BA/ GA has to achieve the same. Franchisee/ BA/ GA's business performance will be reviewed every quarter in case if the Franchisee/ BA/ GA fails, company has the right to take decision in appointing new Franchisee or open company's branch in such Franchisee jurisdiction.
- 26.16 That in the event of any payment made through the Cheque or demand draft by the Franchisee/ BA/ GA is dis-honored by the bank or bounced due to reasons, whatsoever may be, the concerned Franchisee / BA / GA will be debited an amount equivalent to bank charges and the administrative expenditure all these charges referred as a penalty and payable by the Franchisee / BA / GA immediately."

27 DISPUTE RESOLUTION:

- 27.1 In the event of any controversy, dispute or claim arising out of or in relation to this Agreement, its interpretation or breach, and overdue payments from the Franchisee, both Parties shall endeavor to resolve it amicably within 30 (thirty) days from the date on which one Party gives notice of the dispute in writing, to the other Party ("Dispute Notice").
- 27.2 Where the dispute under Clause 27.1 is not amicably resolved within 30 (thirty) days of issuance of the Dispute Notice, the Parties hereby agree to refer the dispute to a SOLE ARBITRATOR who shall be appointed by mutual consent of both Parties. The reference and adjudication of the dispute shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time ("Arbitration Act"). The award given by the said Sole Arbitrator shall be binding upon both Parties. The seat of arbitration shall be Bengaluru, Karnataka.
- 27.3 In the event that the Parties fail to mutually agree on the appointment of the Sole Arbitrator, either Party will be at liberty to approach the Hon'ble High Court having competent jurisdiction, for the appointment of an arbitrator in accordance with Section 11 of the Arbitration Act.

28 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted in accordance with the laws of India. The Courts in Bengaluru, Karnataka alone shall have jurisdiction in respect of all disputes between the Parties

29 MISCELLANEOUS:

- 29.1 Any other matters not provided for in this Agreement shall be amicably by and between DTDC and Franchisee/ BA/ GA through good faith negotiations.

- 29.2 Any notice made hereunder shall be personally delivered or transmitted by registered post or Courier, to the Parties at their respective address as set-forth above. Either Party may change its address for purposes hereof by notice to the other Party. All notices hereunder and all documents or instruments delivered in these transactions shall be in English.
- 29.3 If one or more of the provisions contained in this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable Law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 29.4 The failure by the Company at any time to enforce any of the provisions of this Agreement, shall not be construed as a waiver of such provisions or of any of the provisions hereof. The exercise by the Company of any of its rights herein or as may be allowed at Law or Equity, shall not preclude or prejudice the Company from exercising any other rights provided herein at Law or in Equity.
- 29.5 This Agreement, together with the attached (Exhibits), embodies the entire understanding of the parties with respect to the subject matter hereof and may not be altered, amended or otherwise modified except by an instrument in writing executed by both parties.
- 29.6 All rights and remedies granted to the parties hereunder are cumulative and are in addition to any other rights or remedies that the parties may have at law or in equity.
- 29.7 This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one.
- 29.8 Exclusively to clarify that the same agreement duly signed by both the Parties Franchisee / BA / GA signed on each pages and Company authorized signatory on Page no. 1, 11 and 22 as a complete and comprehensive agreement note agreed from all parties involved.
- 29.9 This Agreement is signed by the Authorized signatory as designated by the Company and shall / may change/ replace the authorized signatory; having demised or departed or relieved from the company. As such having departed from the company by earlier authority; all the agreement points shall hold intact and shall be continued as per the described tenure unless specified by company and further any signature requirement to be fulfilled, if and when required by the current or newly appointed authorized signatory as per the prevailing condition in company DTDC Express LTD.
- 29.10 ANNEXURE 1 to 6 are part & parcel of this agreement.

ANNEXURE-1

FIXATION AND PAYMENT TERMS OF CORPORATE SUPPORT CHARGE-1

- | | | |
|----|---|--|
| 1 | Corporate support charge | Approximately 10% of Franchisee Turnover based on Transshipment billing or on consumption of Consignment note, as applicable. GST at the rate applicable as in force will be charged on Corporate support charge amount. |
| 2. | Criteria for Corporate support charge Fixation: | Approximately 10% of Franchisee Turnover based on Transshipment billing or on consumption of Consignment note, as applicable. GST at the rate applicable as in force will be charged on Corporate support charge amount. |
| | (a) City Franchisees/ Franchisees at Area/Branch Office Locations | Average Monthly Transshipment billing of the Franchisee. |
| | (b) Other Franchisees | Average Monthly consumption of Consignment Note Books. |
| 3. | Periodicity of Corporate Support charge Revision | Average Monthly Transshipment billing of the Franchisee. |
| 4. | Mode of payment | D. D. drawn in favor of "DTDC EXPRESS LTD.," payable Bangalore. |
| 5. | Payment Terms | Corporate support charge for the month payable in advance and latest by 25th of the month. |

ANNEXURE-2

FIXATION AND PAYMENT TERMS OF CORPORATE SUPPORT CHARGE-1

In addition to the Security Deposit the franchisee will be required to pay "One time Establishment Cost". (Refer the table below).

For Metro City CP	Rs.18,000/-
For Ro City A CP	Rs.13,000/-
For Ro City B CP	Rs.12,000/-
For Outstation A CP	Rs.9,000/-
For Outstation B CP	Rs.7,000/-
For Rural CP	Rs.3,000/-

ANNEXURE-3
INCUMBENCY TRANSFER
(As applicable for Franchisee)
City Category Definitions:

Category A Cities	Category B Cities			
	East Zone	West Zone	North Zone	South Zone
Bangalore Delhi/ NCR Mumbai Hyderabad Chennai Kolkata	Siliguri Bhubaneswar Patna Ranchi Jamshedpur Guwahati	Ahmadabad Surat Baroda Rajkot Nagpur Pune	Ghaziabad Faridabad Agra Gwalior Varanasi Dehradun	Cochin Trivandrum Trichur Kottayam Coimbatore Madurai
Category C Cities	All Outstation Branch except coming in A & B cities classification	Indore Bhopal Raipur	Kanpur Lucknow Allahabad Chandigarh Amritsar Jalandhar Ludhiana Jaipur	Trichy Hubli Belgaum Gulbarga Mangalore Mysore Vijayawada Vizag
Category D Cities	All Rural franchisees		Jodhpur Udaipur	Tirupati Rajahmundry Pondicherry

ANNEXURE-4
INCUMBENCY TRANSFER RATES

For A Category Cities	Rs. 1,00,000/- or 40% of the average Transshipment (last 3 months) Whichever is higher.
For B Category Cities	Rs. 1,00,000/- or 40% of the average Transshipment (last 3 months) Whichever is higher.
For C Category Cities	Rs. 30,000/- or 40% of the average Transshipment (last 3 months) Whichever is higher.
For D Category Cities	Rs. 20,000/- or 40% of the average Transshipment (last 3 months) Whichever is higher.

ANNEXURE-5
RENEWAL CHARGES FRANCHISEE/ BA/ GA

RENEWAL CHARGES FRANCHISEE:

Metro City, RO City A and RO City B	Rs.4,200/-
Outstation A and Outstation B	Rs.2,200/-
Cities Rest of the locations	Rs.700/-

RENEWAL CHARGES BA/ GA:

A' Category Cities (Metros & Semi-Metro)	Rs.2,000/-
'B' Category Cities (Major Cities & Towns)	Rs.1,500/-
Rest of the location (Rural)	Rs.700/-

ANNEXURE-6
UNDERTAKING CUM INDEMNITY

Franchisee/ BA/ GA do hereby confirm, agree and undertake to indemnify DTDC EXPRESS LTD. (in short called 'DTDC') for all the expenses and losses incurred by DTDC in the event of Franchisee/ BA/ GA not charging Risk surcharge upon our customers while booking the DTDC Consignment note during the validity of Franchisee Agreement/ Franchisee ship.

Franchisee/ BA/ GA also undertake to indemnify the DTDC for all losses and expenses in the event of Franchisee/ BA/ GA charging the Risk surcharge from our customers and not passing the said amount to DTDC.