

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and executed on the "Execution Date" and Commencing on the "**Effective Date**".

Location	[Applicable city office]
First Party	Delfast Registered Office: B7/24, Mahindra Nagar, Malad East, Mumbai 400097, Maharashtra Head Office : 4, Prospect Chamber Annex, Pitha Street, Fort, Mumbai 400 001, Maharashtra. (hereinafter referred to as the "DELFAST" / "We" / "Us" / "Our". Which expression, if the context otherwise requires, shall mean and Include its successors, assigns and Affiliates).
Second Party	Name of the owner/driver of the Vehicle(s) provider- a) PAN card number – b) Aadhar Number – c) Driving License Number – (As per the documents provided and attached to the Agreement) (hereinafter referred to as the "Service Provider" / "You" / "yourself" / "your", which expression, unless repugnant to the context hereof, shall Mean and include its successors and assigns).
Recitals	WHEREAS, a) DELFAST is an on-demand logistics' services provider engaged In the business of COURIER OF DOCUMENTS & PARCELS from One place to the another, under the brand name of DELFAST; and b) DELFAST avails services of Bike riders/drivers/service provider in the course of Its regular business. c) Service Provider is an individual / entity who is an independent Commercial Vehicle operator and / or driver, who agrees to Provide services of renting'/hiring of motor vehicle, with operator to DELFAST, and has agreed to make himself available for the services of DELFAST for the purposes as stated herein based on the terms and conditions attached with this Agreement.
Term	As per clause 3 (Term and Termination) of the Agreement.

Services to be provided/Availed, as the case may Be	As below and in accordance with General Terms and Conditions of the Agreement.
Fees / Charges	As below and in accordance with General Terms and Conditions of the Agreement.
Details of Vehicles	As per Annexure IA and the documents attached to the Agreement.
Name of the Owner of the Vehicle (if different from the driver)	As per Annexure IB and the documents attached to the Agreement.
Attachments forming part of the Agreement	This Agreement contains following documents which are, and shall form, an integral part of this Agreement. a) The General Terms and Conditions in Appendix A; b) The Additional Terms and Conditions for 2W (Two-Wheeler) in Appendix B; c) The Additional Terms and Conditions for 3W (Three-Wheeler) and 4W (Four-Wheeler) in Appendix C; d) Details of the Vehicle(s) and driver including No Objection Certificate(s) for non-owned Vehicle in Annexure IA & Annexure IB; Reference to this Agreement shall include the applicable above Document and the General Terms and Conditions of DELFAST.

(The Service Provider and DELFAST are hereinafter collectively referred to as the “**Parties**” and Individually each as a “**Party**” and the word Service Provider and You, shall include its driver(s), as well).

PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THE CLAUSES BEFORE YOU PROVIDE SERVICES TO DELFAST, AS YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN upon YOUR ACCEPTANCE/SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND DELFAST IN RESPECT OF THE VENDOR SERVICES TO DELFAST.

A. APPLICABILITY AND VALIDITY

1. This document is an electronic record as per the provisions of Information Technology Act, 2000 and rules framed thereunder, as applicable, and the provisions pertaining to electronic Records in various statutes as amended by the Information Technology Act, 2000.
2. This electronic record is generated by a computer system and does not require any physical or digital signatures.
3. Your Acceptance is a valid consent to be bound by this Agreement for using DELFAST for the Purpose of receiving and delivering the Vendor Services.
4. Your engagement with DELFAST to provide Vendor Services to DELFAST is subject to your Acceptance of the clauses, as specified in this Agreement. DELFAST reserves the right to change, Modify, add, or remove these clauses / terms and conditions, in part or in whole. It is your Responsibility and duty to check the terms and conditions of DELFAST periodically for the Changes, if any. Your continued use of DELFAST following the posting of changes will mean that You accept and agree to the changes, if any, made by DELFAST.

5. By accepting this Agreement, You further agree and consent to the collection, transfer, use, Storage, disclosure and sharing of your information (personally identifiable or not), as per the Applicable law(s). The data collected shall be utilised for improving Vendor Services to DELFAST and in particular for the reason of internal record keeping, security and statutory Disclosures, if any, as per the applicable law(s). You further agree to the Privacy Policy of DELFAST as available on the website of DELFAST (www.Delfastonline.in)

B. TERMS OF SERVICE

1. You shall have only one active DELFAST vendor registration which you are further prohibited from selling, trading, or otherwise transferring to another party;
2. Service Provider/ Driver Information shall be true and correct and there will be no information that could impact your performance to render Vendor Services pursuant to this Agreement. No information shall be hidden from DELFAST at any point of time. In case data furnished is inaccurate data, DELFAST reserves the right to deregister and/or suspend/terminate and/or take appropriate legal Proceedings against the Vendor without prior notice.;
3. You acknowledge and agree that You may be subject to certain background and driving record Verification as and when required from time to time;
4. You shall not use any, information pertaining to the DELFAST's customer, including, but not limited there to any confidential information, according to and available with DELFAST, for any purpose other than perform your obligations under or in connection with this Agreement;
5. You shall ensure that all valid documents related to the vehicle such as a comprehensive valid Insurance(s) are obtained and retained by you during the term of this agreement. Further, you shall ensure that all documents pertaining to each consignment such as invoices, description of the goods, insurance on the goods obtained by the customer (if any) etc. have been obtained by you during the term of this Agreement;
6. You will have a functioning smartphone, active mobile number having the ability to read and Send communication/message regarding the order/trip details including customer details, kms And time reading, amount paid by the customer and to convey to DELFAST and/or ITS AGENTS.
7. You will be a part of the standard vendor ratings process which will be dependent upon the Transparent process and parameters of DELFAST, failure to adhere with the rating process will have an impact on the Vendor Services and the decision / action consequent thereupon will be solely decided by DELFAST;
8. During the performance of Vendor Services, the Vehicle shall not be pilfered or tampered with and in case of any pilferage or tampering, the same shall be reported immediately by us;
9. You must be aware of the prominent destinations and routes, both outside and within the Location or territory in which you will be rendering the Vendor Services;
10. Pricing/trip fare, incentives & discounts provided to Customers of DELFAST will be decided by DELFAST at its sole and absolute discretion;
11. You shall ensure and shall be solely responsible to ensure that before the pickup, the device / Phone is available for DELFAST for tracking and making the Vendor Services smooth. Your Mobile Phone should not be busy for long, unavailable or switched off. Doing this, may lead to deductions in the amounts to be paid to You by adjusting the vendor pricing due to compensation paid to the customer, if any, given to the customer with the amount to be paid to you. Such deductions may extend up to any quantum of the amounts to be paid to you and would be decided at the sole and absolute discretion of DELFAST;

12. You Shall be liable for all claims(s) and demand(s) raised by any third-party, at all times, in respect of the Vehicle (owned or hired). DELFAST may or may not verify the details of the Vehicle used by You. In case of any claim(s), as to the title of the Vehicle between the registered owner of the Vehicle and You, DELFAST shall not be held responsible for the same. You shall be liable to indemnify DELFAST in case of the loss of its brand value, goodwill, loss of business, direct or indirect claims, claims from accident and / or offenses under the Applicable Laws, etc. during the term of this Agreement and arising due to the direct or indirect acts of yours.
13. Any statutory compliance with respect to each consignment such as procurement of GST Invoices and E-way bill shall primarily be the responsibility of the customer, and prior to Picking-up the consignment, You shall be duty bound to collect all the requisite documents from the customer, that are necessary for the transportation of the consignment.
14. You shall be liable to intimate to DELFAST, within 24 hours, with regard to any disputes arising Out of the Vendor Services and obligations and / or any legal expenses [including but not Limited to charges incurred for releasing of seized Vehicle(s), advocate's fees and ancillary Expenses] incurred by you while completing the trip, for no fault of yours. DELFAST shall do all That is necessary to assist You to release the seized Vehicle(s) and safeguard your interests Upon being intimated within the prescribed time period, as above, and upon internal Investigation of the notified incident at DELFAST'S end. In case of failure on your part to intimate DELFAST within the specified time period, DELFAST shall not be held liable and responsible for any costs, expenses and losses incurred by You in this behalf;
16. You shall be solely liable for all offences and penalties relating to the Vendor services and
17. Any damage / loss / theft/ misappropriation of consignment occurring during the rendering of the Vendor Services, on account of reasons attributable to Vendor, shall be completely indemnified by the Vendor to DELFAST.

C. TERM AND TERMINATION

1. The Agreement shall commence w.e.f. the Effective Date and shall be valid for a period of 1 (one) year unless terminated by DELFAST.
2. The Agreement shall be automatically renewed unless terminated as per the Agreement.
3. DELFAST reserves the right to suspend or terminate this Agreement, at any point of time, Without assigning any reason whatsoever or notice to the Service Provider.
4. Termination of this Agreement shall be without prejudice to the acquired rights and Obligations of DELFAST existing on the date of termination (including any right to take action in respect of the circumstances giving rise to termination) and shall not affect any other rights and remedies available to DELFAST.

D. CONSIDERATION, CHARGES AND TAXES

1. In consideration for performance of the Vendor Services, the Service Provider shall be entitled to receive Fees as notified by DELFAST from time to time subject to deduction/collections of applicable Taxes.
2. The applicable fees for the services shall be communicated to You on the application of DELFAST prior to acceptance of the consignment which will be subject to variations (if any) Including but not limited to changes in the route, any delay, etc during the performance of the services.
3. All payments due to the Service Provider shall be made by a crossed pay order cheque in favour of Service Provider or through net banking / NEFT/ RTGS etc., as decided by DELFAST from time to time.
4. The Service Provider acknowledges and agrees that in the event, any Tax proceedings are initiated against DELFAST, the Service Provider shall fully cooperate with DELFAST by furnishing the relevant information related to the supply provided to DELFAST on a timely basis as may be required

by DELFAST. Furthermore, all the damages and other costs incurred by DELFAST due to any fault of the Service Provider, the Service Provider shall indemnify DELFAST for all such damages and other costs.

5. The fees payable to the Service Provider is inclusive of all applicable central, state, and other Taxes, and levies applicable in the hands of the Service Provider. Further, DELFAST shall withhold applicable income tax on the payments being made to the Service Provider.

6. The Service Provider shall be solely responsible to pay the Taxes or any other applicable taxes with respect to the provision of Vendor Services provided to DELFAST.

7. In case of cash bookings You shall collect on behalf of DELFAST, the COURIER to customer (as displayed on the application of DELFAST or if otherwise agreed upon by DELFAST and the You at the time of accepting the said booking), parking charges, additional night surcharge (where- applicable) and any fee or levy presently payable or hereinafter imposed by Applicable Law(s) or required to be paid for the Service.

8. Toll charges will be payable by the customer (whether by way of cash or credit, as previously Agreed between DELFAST and the Customer as applicable, when the Vehicle that is in use and Crosses a toll post.

E. RELATIONSHIP

1. The relationship between You and DELFAST is that of independent contractors and on a Principal-to-principal basis. Nothing in this Agreement shall be construed as creating a Partnership, joint venture, employer-employee, agency, or other relationship between Parties.

2. You covenant that all Persons assigned by You (not by way of transfer) to perform Vendor Services under this Agreement shall be your employees or contractors and under no Circumstances shall such Persons be deemed to be employees / workers of DELFAST.

F. NON-DISPARAGEMENT

1 The Service Provider shall provide the Vendor Services with the due care, skill and diligence of a reasonable prudent operator and shall ensure that any person appointed/by the Service Provider while performing under this Agreement shall provide the Vendor Services to the best of his/her ability.

2. For the purposes of this Agreement, a person in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercises that degree of skill diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all Applicable Laws and statutory obligations, engaged in same type of undertaking, under the same or similar circumstances and conditions and any reference to the standards.

3. Specifically, the Service Provider shall ensure that the services are provided in compliance with the Motor Vehicles act, 1988, Motor Transport Workers Act, 1961 or any Rules made thereunder, Carriage by Road act 2007 and Carriage by Road Rule 2011 and in strict compliance with the provisions of any Applicable Laws along with this Agreement;

4. The Service Provider agrees to provide the Vendor Services in a manner so as to advance the business interests and goodwill of DELFAST. Specifically, the Service Provider agrees not to, and shall ensure that its drives do not, (a) form any union, trusts, association, society or any other type of entity; or (b) hold meetings, conference or any other form of gathering of 5 or more, to discuss this Agreement, the Services and payments provided hereunder and/or the regular business affairs of DELFAST.

5. The Service Provider shall not directly or indirectly engage in any conduct adverse to the best interests of DELFAST. The Service Provider shall not, and shall ensure that its drivers and other employees do not disparage or make any negative comments (either oral or in writing) about, DELFAST or any of its officers, employees, directors or other representatives;
- 6.. The Service Provider shall be liable for on all cases as may be initiated through the Vehicle During the engagement hours while providing the services; and
7. You have the appropriate and current level of training, expertise and experience to provide the Vendor Services in a professional manner with due skill, care and diligence. The appropriate and current level of training, expertise, and experience to provide the Vendor Services in a professional manner with due skill, care and diligence and high standards of Professionalism, service, and courtesy.
8. All license(s), permit(s), approval(s), and authority(ies) to the Vehicle utilized by You, that are necessary to provide Vendor Services, have been obtained by You and further, any statutory Compliance required for the running of such Vehicle in the Location or the territory in which Vendor Services are to be provided, have to be obtained by You at your own cost(s).

G. BRANDING AND ADVERTISING

1. The Vehicles registered with DELFAST from time to time by the Service Providers for providing Vendor Services can be branded/advertised with the logo and content of DELFAST. The Service Provider shall ensure that Such brand affixation is carried out only by the vendors identified by US.
2. The Service Provider and/or their driver(s) may not opt-out of any branding / advertising program of DELFAST or its customers (as applicable) and stop branding / advertising on its vehicle(s) during the subsistence of this agreement. Further, the Service Provider and /or its driver(s) shall be solely liable and accountable for any responsibility(ies)/ liability(ies)/ loss(es)/ action(s)/penalty(ies) by any government, regional transport office(s)/ police/local/regulatory body(ies) arising during the time they opted for such branding/advertising activity any such-opt out from branding/ advertising program of DELFAST or stoppage of branding / advertising their Vehicles. By the Service Provider and/or their driver(s).
3. The Service Provider and/or the driver(s) shall comply with all the applicable law(s) / regulations for branding/ advertising on its Vehicle(s) as defined by the state/central transport corporation /authority. The Service Provider and/or the driver(s) shall be solely responsible for compliance with the laws/regulations of the state/central transport corporation/authority (including the regional transport offices where the Vehicle got registered, local bodies, regulatory agencies (local/state/central) i.e. ensuring to get the DELFAST branding approval in their Vehicle from the respective regional transport offices/state transport authority, where the Vehicle got registered within the prescribed time period. The Service Provider and/or the driver(s) shall be solely responsible for any liability, loss , action and / or penalty arising out of any non-compliances with the applicable laws in relation to such branding / advertising and DELFAST will not be responsible for such liability in any manner;
4. In-adherence of this Clause by the Service Provider and or/ the driver(s) shall be deemed to be a breach of this Agreement by the Service Provider and/or the driver(s) and DELFAST may terminate this Agreement without any notice and further, the Service Provider and/or the driver(s) agrees to indemnify DELFAST from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis), claims, demands, actions and proceedings, which DELFAST may incur or sustain directly or indirectly from any breach by Service Provider and / or the driver(s) of its obligations here under or any breach of Service Provider's and / or the driver(s) 's representations and warranties, or by any reason, or in real action to the provision or proposed provision of the services by Service Provider and/or its driver(s) and "Service Provider and/or the driver(s) shall forthwith pay all such sums forthwith on demand by DELFAST in writing.

5. The Service Provider explicitly accepts and consents to share the Service Provider/ Driver Information with DELFAST, including the submission of copies of such documents as provided By You with any financial lending institution(s) and/or insurance broker entities, if it is proved Within reason that you have availed a service from them for which your are consenting the Same. You forego the right to claim any damages from DELFAST in the event any such financial Facility and / or liability which has been availed by you. You also agree that DELFAST will not be Liable for any damages arising as a result of such disclosure of your information. DELFAST retains the right to withhold pending dues and terminate your services on an immediate basis In such cases.

6. The Service Provider hereby acknowledges and agrees to the use of his/her photographs by DELFAST for certain purposes, which may include usage of the Service Provider and his vehicle Photographs in DELFAST's internal communications and presentations, training materials, Marketing and advertisement activities, including without limitation, online advertisement, Social media and offline advertisement. The Service Provider hereby consents to sharing of His/her photographs by DELFAST with third parties for the aforesaid purposes. The Service Provider further agrees to the Privacy Policy of DELFAST as available on its in website of DELFAST as available on its website www.Delfastservices.in.

H. ELECTRONIC SIGNATURES

The Parties agree that the electronic signature of a party to this Agreement shall be as valid as an Original signature of such party and shall be effective to bind such party to this Agreement. The Parties agree that the electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record Established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts, " if introduced as evidence in Any judicial, arbitral, mediation or administrative proceeding, will be admissible between the Parties to the same extent as physical signed document.

For and on behalf of DELFAST SERVICES (INDIA) PRIVATE LIMITED	For and on behalf of the service Provider
[Electronic Signatures]	[Electronic Signature]

APPENDIX A

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Unless defined or the context otherwise provides or requires, the following words and Expressions used in this Agreement shall have the meaning as provided to them herein below:

“Acceptance” means your affirmative actions of, (i) clicking on the box against the words **“I Accept / Agree”** or (ii) by **“logging-in” / “signing-in”** on the application of DELFAST, provided at the end of this Agreement (including its annexure and the General Terms and Conditions), by which action, You unequivocally accept and agree to the Agreement and any modifications thereof;

“Affiliates” means any corporation, association, or other entity that directly or indirectly owns, is Owned by, or is under common ownership with the DELFAST, either currently or during subsistence Of this Agreement.

“Agreement” shall mean the Services Agreement executed between DELFAST and the Service Provider pursuant to which, the Service Provider has agreed to provide Vendor Services to DELFAST;

“Applicable Law” shall mean and include any law, statute, ordinance, rule, regulation, guideline, Policy, notification, circular or other pronouncement or any similar form of decision of, or Determination by or any interpretation, administration and other pronouncements having the effect of law of the Republic of India or any other applicable jurisdiction by State, Municipality, Court, Tribunal, Government, Ministry, Government-department, Commission, Arbitrator or board Having the effect of law in India, as in effect or which may come in effect on a future date:

“Business Day” means a day (other than national gazette holidays, and bank holidays in the Territory / location/place of execution of this Agreement) on which nationalized banks are Generally open in India for the conduct of banking business and comprising of normal working hours, it is however clarified that a working day for DELFAST at any Location, shall always be a Business Day for the Service Provider for the Location in which the Service Provider is Providing the Vendor Services;

“Driver Information” shall mean and include any personal data collected from the Driver including Know your client documents with Driver’s bank, copies of valid Government issued Vehicle registration certificate, Vehicle insurance copy, driving license, identity proof, residence proof, Location data, proof of ownership, credit bureau score, registration(s) and compliance under Welfare legislations for Driver and any other information that DELFAST may deem fit;

“Effective Date” shall mean the date on which the Service Provider accepted this Agreement and The General Terms and Conditions of DELFAST by clicking **“accept”** or **“agree”** or by **“logging-in” / “signing-in”** on the application of DELFAST.

“Vendor Services / Services” shall be the services provided by the Service Provider to DELFAST Of making vehicles and operators available for DELFAST COURIER’s services in Reference to the order provided by customers of DELFAST on ITS the application.

“Fees” means the consideration payable by DELFAST to the Vendor/ driver for providing the Vendor Services;

“Governmental Authority” means any governmental agency, semi-governmental or judicial entity or authority, department of law and order including the Police personnel of any rank (including, without limitation, any stock exchange or any self – regulatory organisation established under statute);

“Intellectual Property Rights” shall mean and include the copyright (whether registered or not), patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs (both industrial and layout), geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, reproducing rights, domain names, internet address, graphics, artwork, links, information, logos, software, configuration, marketing and distribution material and any other intellectual property right in the website of DELFAST and / or its application, which are used by and / or owned by DELFAST;

“Tax” means all forms of present and future taxes (including but not limited to direct and indirect Taxes), deductions, withholdings, duties, imposts, levies, cesses, fees, charges, social security Contributions and rates imposed, levied, collected, withheld or assessed by any Governmental Authority or other taxing authority in India or elsewhere and any interest, additional taxation, Penalty, surcharge, cess of fine in connection therewith and “Taxes” shall be construed Accordingly;

“Termination Date” shall mean the date on which this Agreement shall stand terminated by DELFAST

“General Terms and Conditions” or **“Vendor / Driver T & C”** or **“Terms and Conditions”** refers to the Vendor / Driver Terms and Conditions, which are forming part of this Agreement IN ALL Annexure and are also available on the website or app of DELFAST as may Be amended by DELFAST from time to time;

“Person” means any natural person, limited or unlimited liability company, corporation, Partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, Association, Governmental Authority or any agency or political subdivision thereof or any other Entity that may be treated as a person under the Applicable Law;

“Vehicle” shall mean the vehicles used by the Vendor/Driver and includes the ones plying on non-Renewable resources as well as renewable resources but not limited to electric vehicles, which will be used for performing the Vendor Services;

2. INTERPRETATION

Unless the context of this Agreement otherwise provides or requires the recitals, annexures, terms and conditions, attachments, fees receipts, invoices and schedules shall constitute an integral and operative part of this Agreement; a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders, the singular shall include the plural (And vice versa). Heading and bold typeface in this Agreement are for convenience only and shall be ignored for the purposes of interpretation. The use of the word “including” followed by a specific example(s) in these Agreement, shall not be construed as limiting the meaning of the general wording preceding it. The rule of construction, if any, that any clause should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply. Reference to any clause, article, section or schedule shall mean a reference to a clause, article,

section or schedule of these Agreement, unless specified otherwise. Reference to any Applicable Law shall mean a reference to that law as amended, consolidated, supplemented or replaced. All references to this agreements, documents or other instruments include all documents attached to this Agreement (subject to all relevant approvals) a reference to this agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time unless the context otherwise requires, the singular includes the plural and vice versa. the words 'hereof', 'herein' and 'hereto' and words of similar import when used with reference to a specific Clause in, or Schedule to, this Agreement shall refer to such Clause in or Schedule to, this Agreement, and when use otherwise than in connection with specific clauses or Schedules, shall refer to the Agreement as a whole. headings and the use of bold typeface shall be ignored in its construction. A reference to a Clause or Schedule is, unless indicated to the contrary, a reference to a clause or schedule to this Agreement. References to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it. The words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to; and words and abbreviations, which have, well known technical or trade/commercial meanings are used in the Agreement in accordance with such meanings.

3. VALIDITY

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall be deemed to survive the cancellation or termination of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to the principles of conflict of laws. If any part or any provision of this Agreement is or becomes illegal, invalid, or unenforceable that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

4. COPIES

This Agreement may be executed and delivered in on or more counterparts, each of which shall be deemed as an original, or by facsimile or other electronic copies, such as by email. The parties agree that such facsimile or electronic execution and shall have the same force and effect as of an original document with original signatures. NO variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives). The parties agree that the Parties may enter into one or more written addendums from time to time to supplement, modify, or alter the terms of this Agreement.

5. LIMITATIONS

DELFAST does neither warrant that You will be able to use DELFAST's application and / or will be able to provide the Vendor Services at all times or locations on DELFAST nor it warrants that DELFAST will be uninterrupted or error-free or that the defects will be capable of being corrected by DELFAST in a timely fashion. The Services, Devices, the output generated there from, and all other technology developed by DELFAST are provided to you on an "AS IS" and "AS AVAILABLE" basis and DELFAST specifically disclaims all warranties and indemnities, express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, any assurance of Minimum business guarantee with respect to any Fees or any other warranty arising from the course of performance or course of dealing.

DELFAST shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Service Provider arising out of the use of the service offered by DELFAST or due to the failure of DELFAST to provide services to the consignor/consignee for any reason whatsoever including but not limited to any customer's noncompliance with the services offered by DELFAST, which includes, but is not limited to any incorrectly placed voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele transmission or telecommunication system or other circumstances whether or not beyond The control of DELFAST or any person or any organization involved in the above mentioned systems. The Service Provider shall also be liable to DELFAST for any loss caused to DELFAST due to the negligence of the Service Provider and / or his appointed operators/contractors and or any unlawful act or omission in the performance of the Vendor Services. Without prejudice to the above, DELFAST shall not be liable for any direct or indirect loss or damage, which may be suffered by the Service Provider as a result of any failure by a consignor/consignee to show up within any stipulated time even if DELFAST has agreed to such timing or even if the customer has advised DELFAST of the possibility that he/she may not show up within the stipulated time; DELFAST makes available general third-party information and other data from external sources ("Third Party Content"). The provision of Third-Party Content is for general informational purposes only. The Service Provider acknowledges that the Third – Party Content provided is obtained from sources believed to be reliable. DELFAST does not provide any guarantee with respect to any Third-Party Content and DELFAST shall not be held liable for any loss suffered by the Service Provider based on the reliance placed on or use of Third-Party Content. Further, to the extent that such Third-Party Content is infringing upon some other party's intellectual property rights or proprietary rights, DELFAST shall not be held liable for the same at any instances.

6. VIOLATIONS AND BREACH

All remedies of either party under this Agreement whether provided herein or conferred under statute, civil law, common law, custom or trade usages, are cumulative and not alternative and may be enforced successively or concurrently. Each party shall bear its own costs in connection with its obligations under this Agreement. Further, all charges and expenses including stamp duty or otherwise in relation these presents shall be borne and paid by the Service Provider. The Service Provider shall bear and pay their own advocates fees. Each party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition, or withhold the giving of any consent. Decision or approval that is either requested or reasonably required by the other party to Perform its responsibilities. Any violation of any provision hereof, any incomplete or mistaken performance of any obligation provided hereunder, any misrepresentation

made hereunder, any material nondisclosure or omission of any material fact, or any failure to perform any covenants provided hereunder by any Party shall constitute a breach of this Agreement. The breaching Party shall be liable for any such breach pursuant to the applicable laws. On breach of covenant of agreement by defaulting party, consequently other party of the agreement will be discharged. From all its obligations and liabilities from the moment breach is committed till the time breach is corrected. This Agreement shall be binding and inure to the benefit of the Parties and their respective legal representatives, administrators, executors, and permitted assigns.

7. REPRESENTATIONS AND WARRANTIES

On the Effective Date and as long as this Agreement is effective, the Service Provider hereby represents and warrants that the following representations and warranties are true, correct valid and subsisting in all respects. The Service Provider is competent and of valid age to enter into the Agreement with DELFAST in the Location / territory in which Service Provider will provide the Vendor Services and may or may not be enrolled for any welfare schemes, as provided by any Governmental Authority and must share the requisite documents with DELFAST, from time to time, for compliance purposes only. The Service Provider must hold and maintain a valid driver's license (as applicable) with the appropriate level of certification(s), all license(s), permit(s), approval(s) and authorit(ies), as applicable to the Vehicle that are necessary to provide the Vendor Services.

You hereby provide consent to DELFAST to access, use or share data and information including but not limited to location information, contacts information, transaction information, usage and preference information, device information, call and SMS data and log information related to the applications of DELFAST. You have not been convicted by any Court, in the Location or the territory in which You are providing the Vendor Services, of any crimes / cases, including but not limited to involving moral turpitude. You are further not a party to any pending litigation, which shall materially affect your obligations under this Agreement. The Vendor/ Driver as Service Provider hereby agree that their documents may be sent for background verification ("**BGV**") by DELFAST and if there is any discrepancy / issue in the opinion of DELFAST, found during or post BGV, this Agreement shall stand null and void with immediate effect at the sole discretion of DELFAST. The Service Provider further acknowledges and agrees that DELFAST neither owns or in any way controls the Vehicles used by the Service Provider rendering the Vendor Services to DELFAST, nor it controls the action(s) of the Service Provider providing the Vendor Services to DELFAST, in case the Service Provider itself is not the Driver. Notwithstanding anything contained herein and in addition to the responsibilities of the Service Provider specifically in the segment of 2 (Two) wheeler Vehicles. The Service Provider who is also the driver of the Vehicles which may or may not be under his ownership as to the right, title and interest on the Vehicle, is responsible and liable for all loss or damages as to any matter arising to and from the Vehicle including the claims, demands, charges, expenses, show cause, detention, litigation and but not limited to objections, etc. as may be raised by a third party, family or related members, appropriate authorities, police functionary, etc. and shall keep DELFAST indemnified from all such claims that have arisen during the term of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

Except as expressly set forth herein, as between the Parties, DELFAST shall remain the owner of all intellectual property that it owns or controls as of the Effective Date or that it develops or acquires thereafter. Nothing in this Agreement will function to transfer any of either Party's intellectual property rights to the other Party and each Party will retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement. Any intellectual property rights created during the course of the Agreement shall be exclusively owned by DELFAST. All Intellectual Property Rights in relation to the branding/advertisement shall continue with DELFAST. No part of this clause or this Agreement shall imply any license/assignment of the Intellectual Property Rights by DELFAST to the Service Provider in respect of the DELFAST logo.

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS FOR 2 (TWO WHEELERS)

The Service Provider acknowledges and agrees that the Vehicle with which he/she chooses to Provide Vendor Services shall be to operate in compliance with all applicable laws, circulars, notifications, notices as raised by the appropriate Authority from time to time. Properly registered, insured and licensed in accordance with law to operate as a passenger transportation Vehicle, a shared mobility Vehicle and/or Vehicle to transport/deliver Vendor Services. Must wear helmet while driving the said Vehicle. To keep the Vehicle engine turned on while providing the Vendor Services except upon reaching the origin and/or destination. To maintain proper speed limit as prescribed by the Government Authority. Suitable for performing the Vendor Services; and maintained the Vehicle in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Branch Location, and in a clean and sanitary condition.

The Service Provider may or may not have ownership as to the right, title and interest on the Vehicle and is responsible and liable for all loss or damages as to any matter arising from the Vehicle including the claims demands, charges, expenses, show cause, detention, litigation cases actions from Government Authority and but not limited to objections, etc. as may be raised by a third party, family or related members, appropriate authorities, police functionary, etc. and shall keep DELFAST indemnified from all such claims from time to time during the course during the term of this Agreement. The Service Provider shall also provide DELFAST the requisite documents as prescribed under Annexure A to furnish the Vehicle owner details.

The Service Provider makes himself/herself available to undertake Vendor Services for DELFAST as and when a request for the same is placed by the Customer on DELFAST. If required, the Service Provider may use his personal Vehicle or acquire a Vehicle from a third party ("Service Provider Vehicle") for providing the Vendor Services. No Vehicle of any kind shall be provided by DELFAST under any circumstances and DELFAST will not be liable to settle any claims or pay any amounts in regard to any accidental claims, insurance claims, tolls and all expenses with regard to the Acquisition and maintenance of the Service Provider Vehicle are to be borne by the Service Provider solely. The Service Provider shall ensure that the Service Provider Vehicle is well maintained and in good condition so that there are no delays in rendering Vendor Services. All expenses incurred in maintaining, running and riding the Service Provider Vehicle shall be borne exclusively by the Service Provider.

The Service Provider shall hold and possess a valid driving license and a valid registration number for the Service Provider Vehicle, if required under the Applicable Law for the Vehicle used by The Service Provider for providing Vendor Services, which are up to date and in subsistence throughout the Term of these Service Provider T&C. Copies of the driving license as well as the registration certificate of the Service Provider Vehicle, including any other Service Provider Information, shall be handed to DELFAST before commencing Vendor Services or at any other time deemed appropriate by DELFAST. Service Provider shall not commit any fraud while providing Vendor Services or otherwise commit any act or omission, to gain any undue advantage. Service Provider agrees and acknowledges that in case DELFAST believes that the Service Provider has committed any of the foregoing while undertaking Vendor Services, DELFAST shall, in addition to its right to terminate The Agreement and these Service Provider T&C, in its sole discretion reserve the right to (a) disable the Service Provider from undertaking Vendor Services for such time as it deems fit and /or (b) deduct the undue gains made by the Service Provider through the fraudulent orders from The pay-out including incentives/Fees thereof and/or the Security Deposit, if any. This right to withhold pay out including incentives/Fees thereof may also be exercised by DELFAST in the event service parameter guidelines, as prescribed by DELFAST from time to time, are not met.

The Service Provider is not entitled to claim reimbursement of hospitalization/hospital bills that may be incurred by the Service Provider while rendering Vendor Services or incurred by his family members for any unfortunate accidents or severe illness, during the subsistence of Agreement and these Service Provider T&C. DELFAST shall, with regard to clause 8 above and on a best effort basis, try to reimburse costs, expenses and losses, if any, incurred by You towards any legal expenses (including but not limited to charges incurred for releasing of seized vehicles, advocate's fees, ancillary expenses) while completing the trip, for no fault of yours. The reimbursement, in any case, shall not be more than INR 5,000 / - (Rupees Five Thousand) and shall be subject to the charges applicable to the particular City Court and / or State, whichever is lesser. This reimbursement shall be done only after internal investigation and on verification of facts by DELFAST on a case-to-case basis.

APPENDIX C

ADDITIONAL TERMS AND CONDITIONS FOR 3 (THREE) AND 4 (FOUR) WHEELERS

The Service Provider acknowledges and agrees that the Vehicle with which he/she chooses to Provide Vendor Services shall be to operate in compliance with all applicable laws, circulars, notifications, notices as raised by the appropriate Authority from time to time, properly registered, insured and licensed in accordance with law to operate as a passenger transportation Vehicle, a share mobility Vehicle and/or Vehicle to transport/deliver Vendor Services, must apply the seat belt while driving the vehicle, to keep the pollution certifications in place, to maintain proper speed limit as prescribed by the Government Authority, to check and maintain that before the departure of the locations, the Vehicle is under the responsibility of the Service Provider deployed therein at the time of loading of the consignment to check and verify that all such consignments are loaded in absolutely sealed containers/packages as per the order details. Post verification of the same, they should affix their sign and seal as well as a token of verification. If any loss and/or damage arises due to any such seal/lock cutting incident, then the Service Provider shall be immediately liable to report such incident at the nearest police station by way of lodging a First Information Report and thereby immediately take pictures/photographs of the same and report such incident to the nearest branch office of DELFAST and shall thereby handover the copy of the FIR together with the photographs. In case of any deviation and/or contravention/non-compliance, the service Provider shall be solely responsible

and liable to make good of all the consequential Loss/damage arising therefrom which is inclusive but not limited to payment of incidental Expenses relating to the same, viz. Police station Expenses for the lodging of the FIR. Travelling expenses of the representative of the DELFAST to manage such incident, suitable for performing the Vendor Services; and the partner is required to have rope, ply, and hook in his vehicle for providing service efficiently maintained the Vehicle in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Branch Location, and in a clean and sanitary condition. The Service Provider may or may not have ownership as to the right, title and interest on the Vehicle and is responsible and liable for all loss or damages as to any matter arising from the Vehicle including the claims, demands, charges, expenses, show cause, detention, litigation Cases, actions from Government Authority and but not limited to objections, etc. as may be Raised by a third party, family or related members, appropriate authorities, police functionary etc. and shall keep DELFAST indemnified from all such claims from time to time during the Course during the term of this Agreement. The Service Provider shall also provide DELFAST the requisite documents as prescribed under Annexure A to furnish the Vehicle owner details.

The Service Provider may use his personal Vehicle or acquire a Vehicle from a third party ("Service Provider Vehicle") for providing the Vendor Services. No Vehicle of any kind shall be Provided by DELFAST under any circumstances and DELFAST shall not be liable to settle any Claims or pay any amounts in regard to any accidental claims, insurance claims, tolls and all Expenses with regard to the acquisition and maintenance of the Service Provider Vehicle are to Be borne by the Service Provider solely. The Service Provider shall ensure that the Service Provider Vehicle is well maintained and in God condition so that there are no delays in rendering Vendor Services. All expenses incurred in maintaining, running and riding the Service Provider Vehicle shall be Borne exclusively by the Service Provider.

The Service Provider shall hold and possess a valid driving license and a valid registration number For the Service Provider Vehicle, if required under the Applicable Law for the Vehicle use by The Service Provider for providing Vendor Servies, which are up to date and in subsistence throughout the Term of these Service Provider T&C. Copies of the driving license as well as the Registration certificate of the Service Provider Vehicle, including any other Service Provider Information, shall be handed to DELFAST before commencing Vendor Services or at any other time deemed appropriate by DELFAST.

The Service Provider shall have a valid and adequate insurance coverage to the Service Provider Vehicle. Service Provider shall ensure that the insurance is valid, up to date and in subsistence Throughout the Term of these Service Provider T&C. A copy of the insurance policy shall be given By the Service Provider to DELFAST. The Service Provider further confirms that all premium Payments towards the insurance policy shall be paid exclusively by the Service Provider. Under No circumstances shall DELFAST be liable to make any payment with respect to such insurance. During the course of undertaking Vendor Services, the Service Provider shall conduct himself with honesty, discipline and in accordance with the policies and instructions of DELFAST, whether presently in force or adopted in the future, including but not limited to safety, driving rules, etc. The Service Provider shall comply with the Applicable Laws as required to be complied with by Any person driving Vehicles.

Service Provider shall not commit any fraud while Providing Vendor Services or otherwise Commit any act or omission, to gain any undue advantage. Service Provider agrees and Acknowledges that in case DELFAST believes that the Service Provider has committed any of the Foregoing while undertaking

Vendor Services, DELFAST shall, in addition to its right to terminate The Agreement and these Service Provider T&C, in its sole discretion reserve the right to (a) Disable the Service Provider from undertaking Vendor Services for such time as it deems fit and /or (b) deduct the undue gain made by the Service Provider through the fraudulent orders from The pay out including incentives/Fees thereof and/or the Security Deposit, if any. This right to Withhold pay out including incentives/Fees thereof may also be exercised by DELFAST in the Event service parameter guidelines, as prescribed by DELFAST from time to time, are not met. At no time whatsoever shall the Service Provider tamper, damage, open or do anything to the Consignments of the Users that he/she is not specifically permitted to do. In case DELFAST suffers Any loss due to the Service Provider tampering, damaging or opening the packaging of Consignments of the Users, DELFAST shall have the right to recover any loss, if any, from the Payments required to be made by DELFAST to the Service Provider under the Agreement or these Service Provider T&C.

The Service Provider acknowledges that the goodwill and reputation of DELFAST is at stake with How effectively and efficiently the Service Provider shall render Vendor Services pursuant to These Service Provider T&C. Accordingly, the Service Provider shall not do any act that adversely Affects DELFAST and undertakes to be in compliance with Applicable Law at all times and protect The brand image, business reputation or any other asset/property of DELFAST. While logged-in DELFAST the Service Provider shall not engage in any illegal activity or perform Any actions that are contrary to Applicable Law. All confidential Information procured shall at all times be kept confidential and used only for the Limited permitted purposes of rendering Vendor Services. The Service Provider is to entitled to claim reimbursement of hospitalization/hospital bills that may be incurred by the Service Provider while rendering Vendor Services or incurred by his Family members for any unfortunate accidents or severe illness, during the subsistence of Agreement and these Service Provider T&C. DELFAST shall, with regard to clause 2.14 of this Agreement and on a best effort basis, try to Reimburse costs, expenses and losse, if any, incurred by You towards any legal expenses (including but not limited to charges incurred for releasing of seized vehicles, advocate's Fees, ancillary expenses) while completing the trip, for no fault of yours. The reimbursement, In any case, shall not be more than INR 5,000 /- (Rupees Five Thousand) and shall be subject to The charges applicable to the particular City Court and / or State, whichever is lesser. This Reimbursement shall be done only after internal investigation and on verification of facts by DELFAST on a case-to-case basis.

The Service Provider shall not resort to the below mentioned acts/ commission/ omission of Events, Any violation or breach of any term of these T&Cs, If the Service Provider, in the opinion of DELFAST, misuses DELFAST, failure to verify or authenticate Service Provider Information, Misbehaviour, rude behaviour with the staff of DELFAST, customers or any other persons associated with DELFAST, Any acts involving criminal offence punishable under law, including physical assault, threatening any of the staff of DELFAST, person associated with DELFAST and any other persons, Concealment of fact/material information while entering into a contract with DELFAST, Poor & irregular for work, meetings and failure to abide by the rules/terms of the contract, Drunk while on duty and drunken behaviour, Commission of fraud/ misappropriation/embezzlement for undue monetary gain, which is against the interest of DELFAST, Negligence in performing the duty, causing damage of moveable and immoveable assets DELFAST, its employees, customers, Indulging in spreading content through digital media, social networking sites, or any other form, which could be detrimental to DELFAST's brand and its image, Indulging in acts such as creating ruckus/strike/or any activity against DELFAST, which could be detrimental to DELFAST's brand and its image, Indulging in unauthorized disclosure of confidential information of DELFAST to external agency, person, DELFAST or organization, Misuse of assets provided by DELFAST, which could be

detrimental to the interest of DELFAST's brand and its image, Absconding for more than 4 hours with any asset, item, money or any other valuable item belonging to DELFAST, its employees, customers or other staff member(s), Failure to abide by any of the rules and guidelines given by DELFAST as part of service quality standards and principles and/or Code of Conduct; or in case the background check, whether wholly or partially, is found negative at any point time during the term of these T&Cs.

ANNEXURE D

(Details of Vehicles and Drivers with No Objection Certificate)

1. Vehicle Details:

- a. Vehicle Mfg. year :
- b. Vehicle Model:
- c. Vehicle Registration No:
- d. Vehicle owner

Self Attested Copies of all documents mentioned above required.

2. Service Provider Details:

- a. Is the owner the service provider under this agreement ? Y/N
- b. If owner is not the service provider, please provide the following details

- 1. Name and address and contact details of the service provider
- 2. no objection certificate from the vehicle owner (appended)

3. Driver Details:

Driver's Name	As per documents attached
Contact Number issued for DELFAST	
Personal Contact Number	
License Number	
License Expiration Date	
Aadhaar No of the Driver	

4. Bank Account Details:

Bank Name	As per documents attached
Account No.	
Account Holder's Name	
Branch Name and Address	
IFSC CODE	

5. Statutory details of the Service Provider:

Particulars	Description
Permanent Account Number	
GSTIN (if any)	
Aadhar No (if any)	
CIN (if any)	

6. Documents attached here:

- a) Cancelled cheque specifying the bank account information of the Service Provider;
- b) Copy of PAN Card (of the Service Provider)
- c) Proof of the GSTIN (of the Service Provider)
- d) Copy of Driving License (of the Driver)
- e) Copy of Aadhar Card (of both Service Provider and Driver)
- f) Vehicle Registration Certificate and Documents
- g) PUC and
- h) Fitness Certificate

For & on behalf of the Service Provider, I declare that the above information is correct. Any Changes in the above information will be duly informed by me to DELFAST in advance.

ANNEXURE E**NO OBJECTION CERTIFICATE****(TO WHOM IT MAY CONCERN)**

I am the owner of the Vehicle No. I hereby authorizing the Service Provider to engage my Vehicle No.....and enter into the Service Agreement with Delfast Services (India) Private Limited.

I also authorize the Service Provider to collect any payments or compensation against the services. I have no objection on any of above commercial transactions with DELFAST.

Thanking You,

Owner

Name : [As per the document attached]

Phone Number : [As per the document attached]

