

FLEETPARTNER AGREEMENT

Both the Company and Partner are collectively referred to as “Parties” and individually as “Party”

NOW THEREFORE THE AGREEMENT WITNESSETH AS FOLLOW:

PARTNER REPRESENTATIONS AND WARRANTIES OR WITNESSETH:

A. Partner represents and warrants that the **Partner** possesses, and shall possess throughout the subsistence of this Agreement, the necessary infrastructure and expertise to display and sell its Cab Service on the Company’s Website and to timely perform its obligations under the bookings thus made by the Customers.

B. Partner represents and warrants that it has valid and subsisting certifications, affiliations, licenses, permissions and approvals as required to be taken from the relevant authorities for the performance of its obligations and that it shall comply with all applicable laws, rules and regulations, and the amendments thereof. **Partner** further represents that it has undertaken all checks and compliances required by regulatory authorities for providing and operating cab services including verification of cabs and drivers.

C. Company is inter-alia engaged in the business of providing travel and tourism related services.

D. Partner is inter-alia engaged in the business of operating and providing online Cab Booking Service (hereinafter referred to as “Cab Service”) the Partner is desirous of listing, marketing and selling its Cab Service on the Website to Company’s customers (hereinafter referred to as the “Customers”) and the Company accepts to engage the Partner on its online marketplace on the terms and conditions stated herein and mutually agreed between the Parties

E. Company wishes to offer to its customers reliable transport service for transfers to airport/railway station/hotel/outstation travel/sightseeing/ or any desired location.

F. Company has identified Partner as a source of provider of transport services and desires to engage from time to time during the term of this Agreement to provide transport services.

G. The Parties desire to enter into this Agreement for the purpose of setting out their mutual rights and obligations in relation to the Services to be provided by the Partner.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, the Parties do mutually agree as follows:

ARTICLE 1: DEFINITIONS

A. The term "Confidential Information", as used herein, means information that is dated, whether marked or not as confidential, and disclosed in writing or online by one Party to the other during the term of this Agreement about its trade secrets, and/or business affairs; the term shall not apply to such information that, as can be shown by the receiving Party by competent evidence, are in or have become part of the public domain without fault or omission of such Party
or,
were in the possession of such Party prior to the date of this Agreement,
or,
have been received legally by such Party from a third party.

B. The term "Agents", as used herein, means employees of Partner who perform services for Company on terms set forth in this Agreement.

C. The term "Company" as used herein, means Company, its divisions, affiliates, joint ventures, successors.

D. The term "Fees" shall mean all amounts due from Company to Partner for services rendered under this Agreement.

E. "Work Location" means any or all locations where services are to be provided.

F. The term "Services", as used herein, means transport services performed by Partner and its employees for Company in connection with the provision of transport Services, wherever those Services may be performed as further described in the Service Voucher.

G "Service Voucher" means a document that describes the Services containing particulars of the Services to be provided by the Partner, which may be shared over an email or any other mode as agreed between the parties.

H "Dashboard" is a password protected web page which is accessible by the Partner over the internet and shares real-time booking/cancellation information. The Partner can update the driver and car details in it

ARTICLE 2: APPOINTMENT

Company hereby appoints the Partner on a non-exclusive basis for the provision of transport Services to Company customers as requested by Company from time to time during the term of this Agreement. Partner hereby accepts the appointment by Company.

Modes of operation are specified herein below:

Mode of Operation: 1

Company will share the booking information to the Partner immediately at the time of booking via (SMS, dashboard / email / web App of SAAS based software).

The booking will be considered to be "confirmed" if the Company send the booking information before the agreed advance purchase time.

The Partner then updates the driver name, car no. and Mobile /cell number of the driver, on the dashboard. And provides cab for customers on time.

Operational details: 2

Company will share the booking information to the Partner immediately at the time of booking via (SMS, dashboard / email / web App of SAAS based software).

Partner confirms the booking within 1 hours TAT by hitting "reconfirm" on Partner dashboard. In case he does not revert in the time we assume the non-availability of the cab.

The Partner then updates the driver name car no. And Mobile /cell number of the driver, on the dashboard. And provides a cab for customers on time.

ARTICLE 3: AGREEMENT TO PROVIDE SERVICES

3.1. This Agreement shall operate as an agreement between Company and Partner containing terms and conditions which shall apply to Services requested by Company from time to time, which Partner agrees to provide, and which shall be covered by a Service Voucher. Partner shall provide Services by duly completing and providing services as per Service Voucher.

3.2. Partner acknowledges that Company may enter into similar agreements with other parties and understands that Company may, at its sole discretion, select other Partner's/third parties to provide similar Services.

ARTICLE 4: SCOPE OF SERVICES

4.1. Services to be supplied:

4.1.1 Partner shall use its best efforts to make available to Company such numbers of transport vehicles as Company shall request from time to time beyond the agreed minimum inventory.

4.1.2 Company agrees to provide to the Partner Work Location where the Services has to be provided and contact telephone number of Company's customers and any changes thereto by Service Voucher.

4.1.3 Partner must send confirmation to the customer 6 hours in advance before pick up.

4.1.4 Partner will provide a dashboard with the Company in advance.

4.1.5 Partner shall then provide Services to Company customers who can prove to be Company customers, by displaying an e-voucher e-mailed to them by Company while booking. Any Partner employee/contractor has the right to ask for the printout of this voucher which the customer must carry with him/her. Customers may be refused Service on grounds of inadequate proof/ documentation.

4.1.6 Partner shall execute all bookings sent by Company promptly, maintaining punctuality and adhering to a commonly agreed-on set of service levels, and shall ensure timely and safe Service to Company customers.

4.1.7 Partner agrees that Company has the right to terminate any Service Voucher, subject to the terms of cancellation policy, without incurring any charge or penalty.

4.1.8 Cancellation policy shall be mutually agreed and shall be specified in Annexure A.

4.1.9 Company shall not be liable to pay for any additional service/s provided by the Partner on the requests of the customer, which are not specifically mention in the Service Voucher.

4.1.10 Partner agrees that it shall not provide similar Services to any of Company competitor at rates below than provided to Company.

4.1.11 Partner shall provide all customer support in connection with the Cab Service. In the event, any complaint is received by the Company for the deficiency in services provided by the Partner, the Company shall forward the

same to the Partner immediately and then the Partner is bound to resolve the complaint in a time bound manner.

4.1.12 Partner shall ensure that the Company is never made a party to any Customer claims or queries and it shall be the sole responsibility of the Partner to resolve all Customer queries or issues within the timelines .

ARTICLE 5: TERM

This Agreement shall commence on the date when digital agreement acceptance is done (commencement date) and shall be valid until expressly terminated as per the terms of this Agreement. All obligations accrued during the term of this Agreement shall survive termination.

ARTICLE 6: Partner'S OBLIGATIONS

6.1. Partner shall ensure that all its Agents or Employees engaged in the provision of the Services will at all times during the term of this Agreement while at work location or during Service provision:

6.1.1. Act diligently, ethically, soberly and honestly.

6.1.2. Wear the Company's identification badges.

6.1.3. Not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions.

6.1.4. Arrival to be done with Company Paging / Company PlaCard with the Guest Name mentioned on it.

6.1.5. Car Driver's should be in uniform provided by Partner & the condition of the car should be very good.

6.1.6. The Turnaround Time (TAT) for booking confirmation will be as specified in ARTICAL 2. Any non-observance of TAT will amount to breach of the terms of this Agreement and Company shall have the right to terminate this Agreement.

6.1.7. Partner shall provide regular updates to Company i.e. Regarding Strikes/ roadblocks/ natural disasters etc within its location.

6.1.8. Regular follow up with Company Guests like :-

Providing contact details of the driver & car info 8 hours prior to arrival to the Guest & Company Dashboard.

To regularly check the well being of the guest while he / she is on tour (Situation update)

6.2. During the term of this Agreement Partner's Agents shall provide to Company Services at a high professional standard.

6.3. Partner shall promptly provide alternative equivalent transport/vehicle to Company customer in the event of any breakdown or non-availability of the allotted vehicle to Company customer. If the Partner is not able to provide an alternative. Partner shall be liable to pay to Company the expenses incurred by the Company customer for the transportation. Company shall have the right to recover the said amount by deducting from the monthly payments due to the Partner or direct the Partner to make the payment by cheque or cash. Non-payment shall amount to breach of this Agreement.

6.4. Partner agrees to provide inventory to Company as per requirement however, Company is not under any obligation to buy all the inventory made available by the Partner and agrees to maintain & ensure

- the quality & condition of vehicles
- Safety Measures
- Decent and polite Drivers
- That at any moment of time, driver should neither use abusive language with Guests/Escorts not to argue with Guests/Escorts.

- Partner Should keep the Driver's valid ID proofs, who will be sent to the Company Duties.

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Partner should keep the details of the driver's valid driving license, and make sure the license will be valid during the trips.

- Partner's should make sure. that their driver's are fit (Mentally & Physically). and Partner should carry their necessary health certificates . Which should be renewed half yearly.

- Partner should keep all the necessary documents in the vehicles . During the trip . As per the state and central government latest norms.

6.5. The Partner would adhere to the following as far as drivers and vehicles are concerned

General Discipline: Partner will have to observe standards of cleanliness, decorum, punctuality, vigilance safety and general discipline. All staff members should be polite, courteous and never use foul, abusive or threatening language with anybody whilst on duty with passengers in or around the vehicle.

Vehicle Inspections / Driving temperaments: The vehicle staff will ensure that the exterior & interior of the vehicle is clean in all respects. Rash driving/Overtaking, excessive use of horn and constant hard braking needs to be avoided and would not be tolerated.

Alcohol Policy: Abstention from consumption of alcohol to be strictly followed. When on duty consumption of alcoholic drink is totally prohibited.

Drug Policy: All staff members are warned against use of drugs, which can not only harm them but also, endangers the lives of passengers. Drugs could induce drowsiness and hamper driving skill.

Conduct: Partner Agents or drivers shall not conduct themselves in any manner which prejudices the safety and well being of Company customers. Partner shall ensure that its driver's acts shall not pose the Company customer to any safety threat.

6.6 Partner shall immediately inform the Company of any information that is likely to impact the Cab Service or services thereof; however, such communication of information shall not absolve the Partner from its other obligations undertaken under this Agreement.

6.7 Partner shall be responsible for timely performance of its obligations to the Customers under the booking, including any customer support required by the Customers. Company shall be entitled to publish to the Customers that it is only providing an online marketplace to the Partner and assumes no responsibility or liability for the actions or omissions of the Partner including non-adherence of the scheduled timings, behaviour of the Partner's staff, conditions inside the cab, loss of life or property, delay, breakdown or inconvenience suffered by the Customers.

6.8 Partner shall not represent itself as acting on behalf of the Company to any person or entity. Partners shall also not represent that the Cab Service are products/ services offered or sold by the Company.

6.9 Partner shall not use the intellectual property rights of the Company in any manner whatsoever, whether during or after the expiration or termination of this Agreement, without the prior written permission of the Company and only to the extent of such permission.

6.10 Partner shall be solely responsible for claims, damages or proceedings arising out of or in connection with the Cab Service.

6.11 Partner shall ensure that all information displayed in this dashboard is accurate and warrants that there shall be no tampering of this transactional data.

6.12 Partner shall not attempt to display or sell any service, which is statutorily prohibited or illegal. Company shall be entitled to block all such listings and shall also have the right to suspend or terminate the Partner's access to the Website, or terminate this Agreement forthwith.

6.13 Partners shall not solicit the Customers of the Company to book directly through the Partner, bypassing the Company and / or its marketplace platform.

ARTICLE 7 COMPANY'S RIGHTS AND OBLIGATIONS

7.1 Company reserves the right to delist any of the Cab Service without any cause and at any time as per its sole discretion.

7.2 Company shall be entitled to run any discounts and/ or offers and/ or promotion on the Tour Products at any time, as per Company's discretion. Partner shall not raise any objections to such promotions/ discounts run by the Company.

ARTICLE 8: COSTS, CREDIT, INVOICES, PAYMENTS AND RATES

8.1 Partner will raise invoice based on the booking details provided by Company and adhered by Partner. All invoices shall be raised after the completion of travel by Company customer. The Fee shall be payable within 15 Working days from the date of receipt of invoice by Company. Fees to Partner for Services performed net of TDS herein shall be as per rates set out in the Agreement.

8.2 Partner will forward Every Monday via email a statement showing particulars of each booking. This would be cross checked at Company and any discrepancy would be highlighted to Partner within 4 working days from the receipt of the statement.

8.3 Since Agents/Employees of Partner engaged in Service provision is an employee of Partner, Partner agrees that it shall bear all costs of Agents/Employees 's payroll, payroll taxes, employment benefits, and worker's compensation insurance. In addition, Partner shall be responsible for ensuring that the Agents/Employees employment is in compliance with all applicable laws including, but not limited to, immigration and labor laws.

8.4 No charges shall be levied for cancellations caused due to natural calamities, exceptional circumstances (e.g. War / civil unrest / strikes), situations beyond human control etc.

8.5 All dues of Partner shall be cleared after deducting tax implications on the Invoices/Bills raised.

8.6 In case of cancellation of any services by Company, no cancellation charges shall be applicable.

8.7 If any payment is made by the customer directly to the Partner/Driver of Partner or any of the persons on behalf of Partner then Partner should maintain in his invoice the details such as date, amount, mode of payment received from the customers.

The cash payment should strictly be made only under circumstances as business exigency.

ARTICLE 9: CONFIDENTIAL INFORMATION

9.1 The Parties acknowledge that during the term of this Agreement it may be useful for one Party to disclose to the other information deemed by the disclosing Party to be confidential. The Parties agree that Confidential Information disclosed by one Party to the other shall be kept confidential by the receiving Party, that it

shall be disclosed during the term of this Agreement and thereafter only to persons who are officers, directors and employees of the receiving Party who have themselves entered into agreements to protect the confidentiality of such information. The Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party.

9.2 During the subsistence of this Agreement and thereafter, Partner agrees, with respect to Confidential Information (as defined below) that it has access to or is received by it from the Company, that it shall:

9.2.1 keep confidential and not use such Confidential Information except for the purpose for which it was disclosed under this Agreement;

9.2.2 use the same means it uses to protect its own confidential proprietary information but in any event not less than reasonable care to prevent disclosure and to protect the confidentiality of such Confidential Information; and not disclose it without the other Party's prior written permission.

9.3 For the purposes of this Agreement, "Confidential Information" shall mean all oral or written information (in whatever form) that the Partner has access to while rendering its obligations under this Agreement or which the Partner acquires from the Company in connection with this Agreement or through the use of Website, Partner Interface and concerning the Company, its holding company or subsidiaries, or any aspect of their business, including without limitation, information relating to suppliers, Customers, operations, computer software, hardware, customer information, net rates, information or any data pertaining to or available on the XML/API Interface, Access Codes, information regarding the business operations, financial or technical information, prices, products, content, services, marketing strategies and opportunities, business projections, terms and conditions of this Agreement, intellectual property information, or any other information designated by the Company as confidential or that, under the circumstances surrounding disclosure, the Partner should reasonably treat as confidential.

9.4 The Partner shall make the Confidential Information available only to those of its employees, officers, directors, agents, contractors, subcontractors, third party suppliers and advisors (hereinafter "Representatives") who require the same for purposes of this Agreement or for rendering the Cab Service and shall ensure to bind each of the Representatives by confidentiality obligations similar to those of this clause. The Partner shall be responsible for any breach by Representative of the confidentiality obligations as set forth herein.

9.5 Upon the termination or expiry of this Agreement and within seven (7) days of such termination, the Partner shall:

9.5.1 return to the Company all Confidential Information which is in the possession and control of the Partner, without retaining any copies thereof; or

9.5.2 at the election of the Company, destroy all Confidential Information which is in the possession and control of the Partner, including copies thereof, and shall certify in writing to the Company that such destruction has been completed within seven (7) days of such destruction.

9.6 Partner agrees and acknowledges that monetary damages may not be a sufficient remedy for any breach of this clause and that the Company shall be entitled to specific performance or injunctive relief or such other interim measure also as a remedy for any breach or threatened breach of this clause, in addition to any other remedies available at law or in equity.

9.7 All Confidential Information is and shall remain the property of the Company.

9.8 The terms of this clause shall survive the termination or expiration of this Agreement.

ARTICLE 10: INDEMNITY

10.1 Partner hereby agrees to release and indemnify Company from and against all liability for or in respect of physical injury (including death) to Company customers or damage to property arising directly or indirectly out of any act or omission of the Partner, its Agents/employees done or omitted in the course of carrying out the Services.

10.2 Partner shall indemnify and hold Company, its affiliates, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused due to negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement. Such indemnification shall be made by Partner on demand and without demur.

10.3 Partner shall indemnify Company from and against any claims raised by its Agents and employees.

10.4 The Partner agrees and undertakes to indemnify and to hold harmless the Company, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and

expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by the Partner of the Partner's obligations, representations, or warranties herein; (ii) any violation by the Partner of applicable law or regulation; or (iii) any complaint, claim or proceedings by the Customers.

10.5 Additionally, the Partner shall, at all times and to the complete satisfaction of the Company indemnify, defend and hold harmless, Company and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against Company or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Cab Service and their content, or any breach of any of the terms and conditions of this Agreement by the Partner or failure of the Partner in the performance or observance of its role, functions, responsibilities as specified herein, or the breach by Partner of representations and warranties to the Company and/or to the Customer.

10.6 This clause shall survive the expiration or termination of this Agreement.

ARTICLE 11: WARRANTY

11.1 Partner warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.

11.2 Partner warrants that there are no actions, suits or proceedings, pending or threatened, which will have a material adverse effect on Partner's ability to fulfill its obligations under this Agreement.

11.3 Partner warrants that all vehicles are in good conditions and in compliance to provide the Services herein and the drivers have valid driving license. Vehicles used for Services provision must be commercially registered for providing the Services. Partner must maintain and procure valid insurance of the vehicle.

ARTICLE 12: GENERAL TERMS AND CONDITIONS

12.1 Arbitration

All disputes arising from the operation of this Agreement and all Service Voucher executed hereunder shall be settled by binding arbitration to be conducted as per the Arbitration and Conciliation Act of India, 1996 and any applicable amendments thereof. The arbitration shall be conducted by three arbitrators. Each party shall appoint one arbitrator and both appointed arbitrator shall appoint third arbitrator. The venue of arbitration shall be Aurangabad Maharashtra. Judgment upon an award made in such arbitration may be entered and enforced in any Court of competent jurisdiction.

12.2 Relationship of the Parties.

12.2.1 This Agreement does not create an employer-employee or agency relationship between Company and Partner or between Company and any Agent/employee,

and neither Party shall have any authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other.

12.2.2 This Agreement does not create a joint venture or partnership between the Parties.

12.2.3 All Agents/Employees engaged by Partner to provide Services to Company customers are agent/employees of Partner only.

12.2.4 The Parties agree that neither will refer to the other in any advertising or other publicly available document without the prior written consent of the other.

12.3 Termination of this Master Agreement

12.3.1 This Agreement shall remain in effect for the term unless either Party terminates by 30 days prior written notice.

12.3.2 Company shall be entitled to terminate this Agreement if Partner is in breach of the terms of this Agreement and fails to remedy the breach within 7 days of being so notified.

12.3.3 Termination of this Agreement by either Party shall not relieve the other Party of the continuing obligations of indemnity, confidentiality and all moneys due from one Party to the other as of the date of termination shall be paid as if this Agreement remained in effect. Partner agrees to provide Services for the Service Voucher accepted by it prior to termination.

12.3.4 This agreement will terminate if partner offer's the job to company's current or ex-employee's.

12.4 The Parties acknowledge that the Article and Section headings used in this Agreement are inserted for the convenience of the Parties, and agree that they shall not be used to construe or modify the terms of this Agreement in any respect.

12.4.1 Trade Marks: Partner shall not use or permit the use of the Company's Trade name or Trademark or logo or Copyright, whether registered or not, in any manner except with prior written consent of Company.

12.4.2 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable to any degree, the remaining provisions of this Agreement shall nonetheless continue in full force and effect. If any provision of this Agreement is modified by a Court of competent jurisdiction so that it may be enforced, the Parties agree to such modification.

12.4.3 This Agreement may be modified only by written amendment signed by the duly authorized representatives of both Parties. This Agreement shall be binding upon the Parties and their successors and assigns, except that no rights or obligations of either Party may be transferred or assigned to a third party without the prior written consent of the other Party.

12.4.4 Any notice provided for herein shall be made by letter sent by certified mail, with return receipt requested, to the noticed Party's address first above written.

12.4.5 This Agreement shall be construed and governed in all respects by the law for the time being in force in India.

12.4.6 A failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by a Party of a provision of this

Agreement shall be deemed to be consent to any subsequent breach of the same or any other provision hereto. If any act or omission by a Party requires the consent to or approval of such act or omission by the other Party on one occasion, the consent to or approval earlier given shall not be deemed to be a consent to or approval of any other act or omission on the same or subsequent occasion.

12.4.7 Partner shall not assign subcontract or otherwise transfer its rights and obligations under this Agreement, except as expressly provided herein.

12.4.8 Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, Civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, acts of government, its agencies or officers. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.

12.4.9 This Agreement including all Service Vouchers contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, understandings, and negotiations; no parole evidence of prior or contemporaneous agreements, understandings or negotiations shall govern or be used to construe or modify this Agreement.

12.5 This Agreement shall be valid for a term of 12 months from the Execution Date ("Initial Term") and shall be automatically renewed for subsequent consecutive terms of 12 months each ("Renewal Terms") unless terminated as per the provisions of this clause.

12.5.1 Either of the Parties shall be entitled to terminate this Agreement, without assigning any reason thereof, by serving a 30 days' prior written notice to the other Party.

12.5.2 Company shall be entitled to forthwith terminate the Agreement in case of breach by the Partner of any of its obligations, representations and warranties under this Agreement.

12.5.3 Company shall be entitled to terminate the Agreement in case the Company has reason to believe that the Partner is in breach of its obligations, representations or warranties under this Agreement or for any reason as per the Company's discretion.

12.5.4 Partner shall not be exonerated from its obligations towards the Company or Customers accrued on it prior to such termination. Partner shall be liable to honor all bookings made by the Customer prior to termination but performed post termination, in compliance with the terms of this Agreement.

12.5.5 Partner shall be liable to immediately pay any amount due and payable by it to the Company or the Customer at the time of termination. Company shall be entitled to set-off or deduct any amount payable by the Partner, including any Penalties as stipulated herein.

12.5.6 Company reserves the right to suspend display of the Cab Service inventory on the Company's Website, instead of terminating the agreement for any period of time, during which the Partner may not be allowed to sell your Cab Service on the website on the occurrence of any breach or without any breach.

12.5.7 During the Notice period, Company shall be entitled to delist the Cab Service.

ARTICLE 13 INTELLECTUAL PROPERTY RIGHTS

13.1 Each Party acknowledges and agrees that in addition to any other right the other Party may have at equity or law, each Party shall be entitled to petition for an injunction to prevent any unauthorized use by the other Party of any Intellectual Property Rights or proprietary information of the first-mentioned Party.

13.2 Except as specifically provided for herein, nothing in this Agreement shall give either Party any rights in respect of any Intellectual Property Rights owned by the other Party.

ARTICLE 14 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the Parties, and a Party may not make or allow to be made, any representation that any such relationship exists between the Parties. A Party shall not have the authority to act for, or to incur any obligation on behalf of, the other Party, except as expressly provided for in this Agreement. Any association between the Parties shall be strictly on a principal to principal basis. However, to the extent of collection of booking amount from the Customer for further remittance to the Partner, the Company shall act as a 'pure agent' of the Partner.

ARTICLE 15 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement together with the Annexures hereto constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof and supersedes all other agreement, oral or written, made between the Parties with respect to such subject matter. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this Agreement shall prevail. Partner also represent that it have read the entire Agreement and also the appended Annexures. Partner hereby accepts all the policies attached to this Agreement and other rules and policies of the Company applicable to Partner. Any amendments or modifications to this Agreement can be made by the Company and notified to the Partner and shall be binding on both the Parties.

ARTICLE 16 NOTICES

Any notice or communication required to be addressed or given to the Parties shall be deemed to be served if given in writing at the following addresses:

To the Company: Clear Car Rental Pvt. Ltd. T-18, Dnyanpeeth Campus II, Opposite Garware stadium main gate, STPI, MIDC Chikalthana, Aurangabad-431003.INDIA Email ID: <u> </u> With a copy to:	
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ANNEXURE A CANCELLATION CHART

S. No.	Cancellation Request Window	Cancellation Penalty
1	Within 4 hours of boarding time	20% of the total payable amount to the Partner by Company

- **Cancellation request** means any cancellation request furnished by the Customer or Company for a particular booking over the phone or via e-mail/SMS or system generated information.
- **Boarding time means** the time furnished by the Customer while making the booking.