

MERCHANT AGREEMENT  
MULTISERVICSONDESK.COM PLATFORM & MSOD LOGISTICS PLATFORM

This Merchant Agreement (“Agreement”) is between you company/individual/firm/partnership/body corporate), together with any company or other business entity you are representing, if any (hereinafter collectively referred as “Merchant” or “you” or “User”); and Balaji Enterprise, a company registered under the Companies Act, 1956, having its registered office at House No. 2/2390, Koliwad, Nr. Lakshmi Narayan Temple, Rudarpura, Surat-395002, Gujarat, & working office at Lg-12, Sanghvi Tower, Nr. Shakuntal Complex, Beside Jain Pathshala, Adajan Road, Surat-395009, Gujarat offering ‘Logistics Management Services’, under the name ‘multiservicesondesk.com’ (hereinafter referred to as “MSOD” or “we” or “Company”, and together with the User referred jointly as the “Parties” and individually as a “Party”).

BACKGROUND

This Agreement comes into effect when you register to use the Services (as defined below), or click on “Continue” box, and accept the terms and conditions provided herein. By registering or clicking on the ‘Continue’ box, you signify your absolute, irrevocable and unconditional consent to all the provisions of this Agreement in its entirety. This Agreement constitutes a legally binding agreement between you and MSOD. This Agreement defines the terms and conditions under which you’re allowed to use the MSOD’s website (“Website”) and MSOD’s mobile application (“Mobile App”), and how MSOD will treat your account while you are a member. If you have any questions about our terms, feel free to contact us at [info@multiservicesondesk.com](mailto:info@multiservicesondesk.com).

You are advised to read this Agreement carefully. You expressly represent and warrant that you will not avail the Services if you do not understand, agree to become a party to, and abide by all of the terms and conditions specified below. Any violation of this Agreement may result in legal liability upon you.

The Website/ Mobile App and the online/ offline services of MSOD or its affiliates, provides access to a platform that facilitates more comfortable form of e-commerce where you can use the logistics services according to your requirements within India and in countries designated by MSOD from time to time (“Service(s)”).

This Agreement, among other things, provides the terms and conditions for use of the Services, primarily through a web-based practice management software hosted and managed remotely through the Website/Mobile App. This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system, and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing of the rules and regulations, privacy policy and terms of usage for access or usage of the website/ service.

MSOD reserves the right to modify the terms of this Agreement, at any time, without giving you any prior notice. Your use of the Service following any such modification constitutes your agreement to follow and be bound by the terms of the Agreement, as modified.

Any additional terms and conditions, standard operating procedures (SOPs), service-level agreements (SLAs), terms of use, disclaimers and other policies applicable to general and specific areas of this Agreement, Website, Mobile App and/or Service shall be construed to form an integral part of this Agreement and any breach thereof will be construed as a breach of this Agreement.

Your access to use the Services will be solely at the discretion of MSOD.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Scope of Services:

- (i) The Service Provider shall allocate and send (“Delivery Personnel”) to the location(s) mutually agreed with the Client everyday/the requested day to pick up the Consignments from the Client for providing the Delivery Services, as per the delivery schedules agreed between the Parties under this Agreement. The Parties shall mutually increase the number of the Delivery Personnel allocated for any designated collection location in the event quantities of the Consignments to be picked up increases and if the existing allocation of Delivery Personnel are not sufficient to fulfil the requirement of The Client. A detailed Scope of Work, including reverse pickups is provided in Annexure I.
- (ii) After picking up of such Consignments from the designated locations of the Client, the Service Provider shall deliver such Consignments to the Customers as per the timelines shared and agreed between The Client and the Service Provider.
- (iii) Delivery Personnel shall pick up and load the Consignments with reasonable care to prevent the Consignments from being pressed, wrinkled and/or damaged.

2. Term and Termination:

- (i) Term:  
The duration of this Agreement is for a period of twelve months commencing from Today (the “Effective Date”). The Term may be extended for a further period(s) on mutual consent.
- (ii) Termination:
  - a) Either Party may terminate this Agreement without cause at any time by providing the other Party prior written notice of thirty (30) days.
  - b) Either Party may terminate this Agreement upon written notice to the other in the event that:

- c) (i) The other Party commits a material breach of the Agreement and fails to cure such default to the non-defaulting Party's reasonable satisfaction within thirty (30) days after receipt of notice; or
- d) (II) the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.

(iii) Consequences of Termination:

- a) The termination of this Agreement (for whatever reason) shall not affect the respective rights and liabilities of the Parties here to accrued prior to such termination.
- b) All clauses of this Agreement including this Clause 2 which are express, or which by implication are, intended to survive the termination of this Agreement shall so survive and continue in full force and effect notwithstanding the termination of this Agreement.
- c) Subject to the terms of this Agreement, in the event of termination, The Client shall pay the amount for the Delivery Services availed by it till the effective date of such termination as per the terms of this Agreement.

3. Representations and Warranties:

A. Each Party hereby warrants and represents to and for the benefit of the other party that:

- (i) it has full power and capacity to enter into and perform its obligations under this Agreement and has taken all necessary corporate and other actions to authorize the execution and performance thereof and this Agreement when executed will constitute valid and binding obligations on and against it, in accordance with its terms;
- (ii) it holds, at all times during the term of this Agreement, all licenses and/or consents necessary under all applicable statutes and regulations for it to perform or receive (as applicable) the Services hereunder and will register this Agreement with any appropriate body if required;

- (iii) it will not, in performing its duties and obligations under this Agreement, put itself or the other party in breach of any applicable laws, rules or regulations;
  - (iv) it is not, at the time of entering into this Agreement, insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or petition for winding up or bankruptcy (as the case may be) or to exercise any other rights over or against its assets or any event analogous to any of the foregoing under the laws of any applicable jurisdiction;
- B. In addition to the above, The Client represents, warrants and undertakes to the Service Provider that it has been granted with full force and effect, all applicable approvals, permits, authorizations, consents, licenses for carrying on its business and to engage the Service Provider to carry out the Delivery Services as stipulated hereunder and has complied with the terms of all the said approvals, licenses and permits. Further, The Client agrees that it shall at all times during the Term of the Agreement, maintain all required authorizations and licenses to carry out its obligations under the Agreement and the Consignments comply with all applicable laws.

#### 4. Obligations of The Client:

- i. The Client shall make sure that the packaging and labelling of the products/consignments are in accordance with the applicable laws, including but not limited to Legal Metrology Act, 2009 and the Legal Metrology (Packaged Commodities) Rules, 2011, read in conjunction with all subsequent amendments.
- ii. The Client shall provide/display prominently on the Consignment package the full details of the order number, consignor and consignee details, product details and gross value and net value of the products.
- iii. The Client shall ensure that invoices are enclosed along with the Consignment packages, the invoice, must be in the format/ must have content, as prescribed under the jurisdictional GST Value Added Tax laws and/or Central Sales Tax laws or any other tax as imposed from time to time as deemed fit for the transaction.
- iv. The Client shall ensure that the Consignments handed over to the Service Provider are in a tamper proof, safe and proper packing to withstand the normal transportation and environmental hazards and also if the Consignments are in compliance with any other packaging requirements as per applicable laws. The Service Provider shall have the right to check and reject the Consignments, if the Consignments does not have adequate packaging. Notwithstanding anything contained herein, Service Provider shall not be liable or responsible for any loss or damages if The Client is not in strict compliance with this clause.

- v. The Client shall be solely responsible to ensure and comply with all statutory requirements (Central, state and local laws/regulations/statutes, including but not limited to any forms or certificates to be issued to the Service Provider under any tax laws) applicable in relation to booking, sale and transportation of the Consignments carried and delivered by the Service Provider in pursuance to this Agreement. In case of any non-compliance on account of the Consignments handed over by virtue of this Agreement and such information needed by any statutory authorities, The Client must facilitate to provide such information in a timely manner, in order to adhere/ clarify the queries/notices served by such statutory authorities.
- vi. The Client shall notify to Service Provider the delivery schedules for all its operational areas in the territory.
- vii. The Client shall, at its own expense obtain and maintain insurance policies to have insurance coverage for its Consignments.
- viii. The Client shall not book / handover or allow to be handed over any products which are banned, restricted, illegal, prohibited, stolen, infringing of any third party rights, hazardous or dangerous or in breach of any tax laws or contains any cash, jewellery (excluding artificial jewellery made of semi-precious stones), gold, silver, diamond, platinum, precious metals, precious stones, currency, bullion, letters and financial and security instruments and Service Provider shall not be liable for the Delivery of any such products. Without prejudice to the generality of the aforesaid, an indicative list of the banned or prohibited products is given in Annexure IV. In the event The Client hands over or provides the aforesaid products to the Service Provider then the Service Provider shall not be responsible and liable for any loss, damage, theft or misappropriation of such products even if Service Provider or Delivery Personnel has the knowledge of the same and even if such loss, damage, theft or misappropriation is caused due to any reason attributable to Service Provider or Delivery Personnel.
- ix. Contact details of Seller to be printed mandatorily on the shipping label. Additionally, customer support number of The Client, to be included in the shipping label –for the customer to reach out in case of product related disputes.
- x. Two Customer Support numbers of The Client to be provided to the Service Provider, which should be accessible during Business Hours. In case of any product quality/refund related issues, Service provider/customer should be able to reach the helpline to immediately sort the issue out. Resolution needs to be necessarily provided within 4-6 hours.
- xi. The Client is solely liable for the products received at customer end. Service Provider is not liable for the product received by customer and should not be held responsible for issues like Product Mismatch, Fake product, Incomplete product etc. All fake products complaints ( 5

Complaints in a month from consignee or Any other statutory complaint) will ensure complete forfeit of COD amount & wallet recharge available in the system.

- xii. In case of repeated product issues, The Client shall immediately de-board the seller on the recommendation of Service Provider.
- xiii. In case of shipments getting offloaded by Directorate General of Civil Aviation on account of Dangerous Goods, a penalty shall be levied upon The Client.
- xiv. In case Service Provider employees from Pickup/Delivery Hub are held at police stations, due to product related disputes shipped by Sellers, The Client will coordinate and support in resolving the issue within 12 hours from the incident report time to The Client. Penalty of INR 5000 may be levied on The Client on each month, for every 4 such instances within a calendar month.

(ix) Right to Terminate

In the event that the Service Provider determines, in its sole discretion, that The Client has engaged in conduct that violates the Policy or the applicable anti-corruption laws and regulations, the Service Provider immediately shall have the right to suspend payment and to suspend or terminate the Agreement. The Service Provider shall also have the right to suspend payment and to suspend or terminate the Agreement if The Client does not comply with the ongoing anti-corruption compliance obligations set forth in this Agreement or if The Client does not successfully complete periodic due diligence re-screening.

5. Obligations of Service Provider:

- (i) The Service Provider shall impart appropriate and reasonable training to the Delivery Personnel to provide the Services and to meet service quality standards as agreed under this Agreement.
- (ii) The Service Provider agrees that in the event any Consignment for delivery is marked as 'Cash On Delivery' (COD), it shall collect the invoice value of the Consignment against delivery of the Consignment to the Customer by cash or card through POS devices in favour of The Client ("Customer Payment"), which shall be remitted to The Client weekly and without any kind of deduction or adjustment. The Service Provider agrees that for the delivery of the Consignments indicated as COD, the Consignments will be delivered to the Customer only on receipt of the Customer Payment.
- (iii) The Service Provider shall from time to time provide The Client the list of pin codes of the areas lying within the Territory where Service Provider shall make the delivery of the

Consignments. This list shall be updated by the Service Provider as and when new service areas are added to the coverage under the scope of this Agreement.

- (iv) The Service Provider shall on real time basis provide uninterrupted interface for tracking Consignment information such that any and all requisite information is spontaneously available to The Client to satisfy Customers' queries with respect to delivery of Consignments.
- (v) The Service Provider shall comply with all applicable laws in relation to the Delivery Services.

6. Fees and Payment Terms:

- (i) In consideration for the Services provided by the Service Provider under this Agreement, The Client shall pay Service Provider the service fee as detailed in Annexure II hereto ("Service Fees"), which shall be inclusive of all applicable statutory payments, taxes, duties etc. Either present or future. The Client shall be entitled to withhold or deduct any taxes in accordance with Applicable Laws, if any.
- (ii) Service Provider shall raise an invoice on the Client by the 7<sup>th</sup> day of the current month for the confirmed and duly acknowledged Delivery Services rendered during the previous month and the Client shall pay the same within 14 days of receipt of invoice.
- (iii) The Client shall pay the invoice value, in favour of the Service Provider, within 14 days from the date of receipt of invoice, every month.
- (iv) The Client shall not withhold the payment of Service Fee for any reason whatsoever including dispute with regard to the Delivery Services. The Parties agree that, in the event of any delay in the payment of Service Fees, Service Provider shall levy interest at the rate of 18% per annum or part thereof. Disputes are subjected to the acceptance of Service provider post submitting the actual proof of claimed value. Discrepancy can be raised within 3 days of receiving the invoice copy (Soft or hard whichever is received Earlier)
- (v) For all payments made by either Party under this Agreement, the following clauses on Taxes shall be applicable:
  - a. All amounts due under this Agreement exclude any applicable indirect taxes including Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax. Such amounts (including but not limited to service fee, damages, interest payments on overdue amounts) shall be charged additionally to The Client and The Client shall be required to pay such amounts.

- b. It is hereby clarified that the Service Provider has the right to raise an invoice from a single state or from multiple states where it is registered under the Goods and Services Tax Act. Further, unless otherwise agreed in writing, the invoices to the Client shall be issued to the registered address of the Client as specified in this Agreement. The Client shall be required to communicate any discrepancies in respect of the invoices (with respect to price or quantum of services) within 72 hrs days, beyond which, if any discrepancy is noticed, Service Provider shall not be required to pass over the benefit of any credit or benefit related to such discrepancy. The Client shall be required to make the payments within 14 days from the date of issuance of the invoice. Service Provider shall be entitled to charge the Client interest on overdue amounts, from the due date up to the date of actual payment, at the rate of 18% per annum or part thereof as described in Clause 6(iv)
- c. It is further clarified that in the event that any party incurs any loss of credit, or any penalties or other regulatory liabilities, due to any act or omission of the other party (including but not limited to providing incomplete details in the invoice, delay in payment of Service Fee beyond the stipulated time period, all such losses and interest thereon would be paid by the defaulting party and non-defaulting party shall not be liable for the same.
- d. Each party shall be required to indemnify and hold harmless the other party, its promoters, officers, directors, employees, affiliates, agents, sub-contractors and other representatives from any losses, claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) on account of violation of applicable indirect tax laws.

#### 7. Wallet Deductions & Validity:

- (i) MSOD reserves the right to deduct amount on picked up basis from the recharge amount.
- (ii) Complete disclosure will be given by MSOD to Merchant regarding the recharges, expense on per shipment along with the available balance.
- (iii) MSOD reserves the right to forfeit wallet amount if there is no booking for 180 days without any intimation
- (iv) Any outstanding other than initial freight deduction will be auto adjusted from wallet amount within 7 days of sharing monthly invoice by MSOD.

#### 8. Intellectual Property Rights:



Each Party hereby acknowledges that all rights including all Intellectual Property Rights in the Intellectual Property of the Parties, and any data and/or material provided by one Party ("Providing Party") to the other Party shall remain the property of such Providing Party. Except as set forth in this Agreement, the recipient Party shall not have any right or title to any Intellectual Property Rights attached to such Intellectual Property belonging to the Providing Party and the recipient Party shall not claim any such rights or title.

9. Confidentiality:

- (i) Service Provider hereby grants The Client a non-exclusive, royalty-free, limited and non-transferable licence to use, logo as attached in the Annexure V as provided under this Addendum the specific SOW ("Service Provider Logo") for the purpose of provision of the Services as an advertisement material on its website in the manner as contemplated under this Agreement only with a prior consent of the Service Provider from time to time.
- (ii) The Client agrees that all uses of Service Provider Logo by The Client will comply with the branding guidelines provided by Service Provider which may be updated from time to time. The receiving party ("Recipient") shall keep in strict confidence and shall not, without the prior written consent of the disclosing Party (the "Discloser"), use for a purpose other than for the purpose of this Agreement or disclose to any third party any information relating to this Agreement and its terms including but not limited to any information related to Discloser's business howsoever acquired, directly or indirectly, trade secrets, the information or data received from Discloser or any other data pertaining to Discloser that may come into Recipient's possession in any form during the course of performance of the Services including information having commercial value, any intellectual property of Discloser including but not limited to the use of any name, trademarks of Discloser and other information of a confidential nature acquired in the course of dealings between the parties under this Agreement ("Confidential Information"). Recipient shall disseminate Confidential Information only to such of its employees/sub-contractors as have a need to know the Confidential Information for undertaking the performance of the Services. Recipient shall be responsible for any breach of the obligation contained herein by any of its employees/sub-contractors, and any such breach shall be deemed to constitute a breach of Recipient's obligations under this Agreement. Upon expiration or early termination of this Agreement, the Recipient shall promptly return to Discloser all materials, in tangible form, containing the Confidential Information, including all copies thereof and the Recipient shall destroy or erase any information maintained by the Recipient by electronic means.
- (iii) The above provisions of confidentiality shall not apply to Confidential Information that (i) is at the date hereof, or hereafter becomes, public knowledge through no fault of the Recipient; or (ii) is known to Recipient at the time of disclosure to Recipient by Discloser as evidenced by written records of Recipient, or (iii) has been rightfully received by Recipient

from a third Party who is authorized to make such disclosure or (iv) has been independently developed by the Recipient without the use of or access to any information or data of the Discloser.

- (iv) Confidential Information may be disclosed by the Recipient to any governmental or other statutory or regulatory body pursuant to any applicable or relevant law or regulations only to the extent necessary for the purposes contemplated by this Agreement, or as is required by law, and subject in each case to the Recipient using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.
- (v) The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

#### 10. Indemnity:

The Client shall indemnify the Service Provider and its Affiliates, directors, representatives and employees against any and all damages, losses, fines, proceedings, actions, suits, fees, costs (including reasonable attorney's fee) or other claims arising out of, or related in any way to, any of its acts or omissions, whether committed by it, its employees, agents or representatives arising out of gross negligence, fraud or wilful misconduct of The Client, violation of applicable laws, breach of any confidentiality obligations, infringement of intellectual property rights.

The Client shall keep Service Provider indemnified in whole against all and any non-compliances relating to non-payment of all duties, taxes, octroi, cess, clearance charges and any other charges/levy by whatsoever name called, levied on the Consignments. The Client shall keep Service Provider indemnified against any direct or indirect loss, damage, costs, expenses arising out of any action or proceedings initiated by any statutory authority on account of any act/omissions on its part.

The Client shall defend, hold harmless, indemnify and keep indemnified and harmless Service Provider, Delivery Personnel, Service Provider's directors, employees, contractors and against all suits, investigations, enforcements, actions, fines, penalties, fees, interests, losses, damages and costs, without any limitation, (including reasonable attorney fees) incurred by Service Provider due to The Client's breach / alleged breach of clause 3, 4 and 11.

Service Provider agrees to immediately notify The Client in writing of any third party claim in any suit, pleading, demand letter, or other notice served on The Client; and agrees to co-operate in a reasonable manner with The Client and at the expense of The Client, with respect to the defence and disposition of such claim. The Client shall have control of the defence or settlement; provided,

however, that The Client shall not enter into any settlement that obligates the Service Provider to take any action or incur any expense without the Service Provider's prior written consent, and further provided that the Service Provider shall have the right to be represented by independent counsel of its own choice, at its own expense, in connection with such claim or suit. In the event if The Client fails to defend such suit or claim, then the Service Provider, through the counsel of its own choice, shall, at the expense of the Indemnifying Party, shall have the right to conduct the defence of such claim; provided however that the Service Provider shall not enter into any settlement that obligates The Client to take any action or incur any expense without the prior written consent of The Client.

#### 11. Limitation of Liability:

In no event or under any circumstance shall Service Provider be liable to The Client or to any person claiming under or through it in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of Service Provider to The Client or to any person claiming under or through it shall not exceed INR 1000/- (Rupees One Thousand only) or the Invoice value of the Product whichever is less.

Shipment shall be considered to be lost when the Service Provider is unable to Deliver the Shipment to The Client within a period of 60 (Sixty) days, (No Final timeline declared in the scenario of Covid-19) from date of handover to Service Provider in case of forward or date of pickup from customer in case of reverse shipments, including but not limited to cases where such delay is caused due to the Shipment being found untraceable, stolen, seized, hijacked, damaged, altered, or tampered with in any manner while under the custody of the Service Provider, other than when such delay is caused due to an Event of Force Majeure, or acts of government officials in discharge of their official duties. In the event any consignment is unclaimed/undelivered beyond the stipulated 60 days from the date of handover, the Service Provider shall be entitled to dispose of/liquidate such consignment in the manner as it deems fit at its sole discretion without any liability or responsibility to The Client or its seller(s) whatsoever.

- (i) Both parties agree and understands, in cases where The Client, their sellers or customer reject the Product or fails to take delivery of the Products as prescribed in the Agreement and if Service provider have made payments and dues as provided in clause 10. Then Client hereby provide absolute right and liberty to the service provider,
  - (a) To dispose of the products by way of sale or transfer title of the Products to any third parties or otherwise as may be reasonable to those Product
  - (b) The Client or their customers also waves any claims on the Products and transfer fully any rights, title or interest in favour of Service provider or their agents and representatives on all those products detailed in the transportation invoices where Service provider has made payments or dues in accordance with clause 10.

- (c) The parties also agree that for the purpose of records and for books of accounts, service provider can treat these Products for which payments made in accordance with clause 10 as damaged or as 2<sup>nd</sup> hand products received from The Client and His Sellers.”

#### 12. Compliance with Laws:

Either Party hereby agrees that it shall comply with all applicable local laws, ordinances and codes including but not limited to State Value Added Tax laws, Central Sales Taxes, Entry tax laws, Municipal and such other laws in performing its obligations hereunder. If at any time during the Term of this Agreement, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

#### 13. Relationship:

Except as contemplated in this Agreement each Party shall be deemed to be an independent contractor. This Agreement shall not constitute either Party as the agent, employee, partner or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other Party or to bind the same in any manner whatsoever.

#### 14. Governing Law and Jurisdiction:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties here to shall be governed by the laws of India and shall be subject to the sole and exclusive jurisdiction of courts in Delhi. This Agreement is executed in English language which shall prevail over any translation thereof.

#### 15. Assignment:

This Agreement cannot be assigned, delegated, sold or transferred, whether by operation of law or otherwise, by either party (other than to subsidiary of such party), without the prior written consent of the other party, and any attempted delegation or transfer of rights, duties or obligations under this Agreement without such written consent shall be void and of no effect.

#### 16. Notice:

Any notice, approval, consent or other communication required or permitted under this Agreement shall be in writing, in English language, and shall be deemed to be validly given and effectively served upon when (1) delivered personally, (2) mailed by registered or certified mail, or (3) transmitted by facsimile with a confirming copy sent by overnight mail or courier service to the parties at the addresses and facsimile numbers provided by each party under this Agreement. Any such notice, approval, consent or other communication shall be deemed to have been duly served to the authorised person (if delivered personally) immediately or (if given or made by local mail) 48 hours after posting or (if made or given by overseas mail) seven days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted. Either party may change its address by giving written notice thereof to the other party. Notice given by a party's counsel shall be considered notice given by that party.

17. Severability:

In the event that any provision of this Agreement shall be deemed by any court having jurisdiction thereon to be illegal, invalid or unenforceable, it shall in no way affect or prejudice the legality, validity or enforceability of any other term or condition of this Agreement. If any provision of this Agreement shall be deemed by such court to be unenforceable because such provision is too broad in scope, such provision shall be construed to be limited in scope to the extent such shall deem necessary to make it enforceable, and if any provision shall be deemed inapplicable by any such court to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances. Freight Charges will be charged or deducted as per the Zone matrix available at MSOD Panel. MSOD reserves the right to amend zone as per the serviceability at any time.

18. Modification, Amendment, Supplement or Waiver:

- (i) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Parties or Party against whom enforcement thereof is sought.
- (ii) A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

19. Entire Agreement:

This Agreement together with all Recitals, Appendices, Exhibits, Schedules, Attachments and Addenda attached hereto constitute the entire agreement between the Parties and supersedes all

previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof.

Counterfeit or Fraud Products/Shipments:

It is the policy of MSOD to conduct all business activities in compliance with the rules and regulations applicable to the industry and laws of India, with the highest ethical standards. In this regard, MSOD has a zero tolerance policy with respect to counterfeit or fraud products/shipments (including products/shipments which are misrepresented in their origin or quality, or which are fake, cloned, duplicate or likewise products/shipments)

Accordingly, in the event MSOD believes that you or any of your customer are shipping/selling (or have shipped) counterfeit or fraud product/shipment (including any counterfeit electronic product, not limited

to mobile phones, smart watches and likewise products), MSOD would inter-alia have the right:

- (i) to seize such product/shipment
  - (ii) to report the incident to the appropriate government authority/police station, 29
  - (iii) to blacklist you/your customer from trading/doing business with MSOD
  - (iv) to levy liquidated damages of upto Rs. 10,000 per counterfeit/fraud shipment (amount and counterfeit/fraud shipment to be decided by MSOD at its sole discretion) and applicable GST amount on said damages, on account of estimated legal expenses which will be spent by MSOD or actual expenses in case the actual amount exceeds the above threshold of Rs. 10,000/-,
  - (v) to levy liquidated damages of upto Rs. 1,00,000 (and applicable GST amount on said damages) on you/your customer (amount to be decided by MSOD at its sole discretion) on account of causing reputational and goodwill loss to MSOD,
  - (vi) to levy/charge a "security deposit" of an appropriate amount (amount to be decided by MSOD at its sole discretion) from you so as to cover any future losses which MSOD may incur on account of counterfeit/fraud shipment made by you,
  - (vii) to block/retain the entire COD amount of yours/your customer lying with MSOD/its courier partner,
  - (viii) to seize all the products of yours/your customer lying with MSOD/its courier partner and also to dispose such products (without any intimation to you) after a period of 90 days from the date of seizure;
- and/or
- (ix) to forfeit the entire security deposit amount lying with MSOD.

## ANNEXURE I

### Scope of work

#### Forward Services

- 1) MSOD Service provider shall make 3 delivery attempts and shall update unsuccessful attempt through API updates. The Client shall provide alternate instructions for further attempt if any to

service provider within 24 hours of unsuccessful attempt made. If a customer rejects the order in the first attempt, no further attempt will be made. In case The Client convinces the consumer to accept the shipment, instruction will be provided to Service provider, and the shipment shall be reattempted for delivery while the total number of attempts is less than or equal to three. This order can be included in the NDR and post The Client confirmation can be RTOed back.

For undelivered orders apart from customer reject (call not responding/ not available at location), at least three attempts have to be made. The Client can reschedule the attempts to delivery, basis input from customer, up to maximum of 2 times.

- 2) The MSOD service provider will attempt to pickup shipments 3 times, beyond which if the same has not been handed over, the shipment will be marked as 'Pickup cancelled'.
- 3) Proof of Delivery – Proof of delivery will be available and be shared in case of disputes, if raised within 48 hours of delivery to customer/seller.
- 4) The MSOD service provider will not deliver to the end customer in case the shipment packaging is found to be tampered with or if damaged in transit. The customer has the right to reject the shipment if the outer packaging is found tampered with or damaged. However, once the shipment has been handed over to the customer, the service provider will not be liable for any dispute claim.
- 5) The User agrees that the shipments shall be picked up by MSOD's logistics partner from the Users' locations as communicated to MSOD at the time of your signup.
- 6) MSOD reserves the right to provide web based (online) tracking solutions for all shipments through its Logistics partners.
- 7) User shall be ready with the packed order when the courier person comes to receive the shipment, all pick-ups should be logged before the cut off time as directed by the customer support team of MSOD, and no pick up beyond the cut-off time of the logistics partner shall be possible. User agrees that they shall contact the Courier Company personnel for the pickup arrangements.
- 7) User shall collect receipt(s) of the signed copy of the shipping manifest; it is the proof of handover of shipment to the courier companies.
- 8) User shall agree that the Service is only for locations already registered on User's user panel i.e. the orders will be picked by the courier companies from only such locations which have been registered by the User
- 9) You agree that volumetric weight will be charged on <LxBxH/5000 in Air & LXBxH/4000 in surface. Freight is calculated on the basis of volumetric weight or actual weight whichever is higher. Dead/Actual or volumetric weight whichever is higher should be taken while calculating the Freights.
- 10) In case the COD amount which is already remitted to the User due to wrong status (delivered) updated by courier partner, the same amount shall be deducted from future COD payments. Further, in the event MSOD is not able to remit the COD amount to the User within a period of

365 days from the due date, due to any reason which is not attributable to MSOD (including incorrect bank details provided by the User), then the User hereby agrees to waive all its rights and claims against MSOD and its logistics partners arising out of or in relation to non-payment of the COD amount and MSOD shall have an unconditional right to forfeit such unclaimed COD amount after the expiry of 365 days.

## ANNEXURE IV

### List of banned or prohibited Products

#### 1. Dangerous Goods:

Following categories to be tagged as 'Dangerous' and will be taken by surface.

- Oil-based paint and thinners (flammable liquids)
- Industrial solvents
- Insecticides, garden chemicals (fertilizers, poisons)
- Lithium batteries
- Magnetized materials
- Machinery (chainsaws, outboard, engines containing fuel or that have contained fuel)
- Fuel for camp stoves, lanterns, torches or heating elements
- Automobile batteries
- Infectious substances
- Any compound, liquid or gas that has toxic characteristics
- Bleach
- Flammable adhesives
- Arms and ammunitions
- Dry ice (Carbon Dioxide, Solid)
- Sharp edged items
- Non perishable eatables
- Seeds, Flowers
- Powders
- Cleaners
- Lasers, Medical and research equipment
- Wax, Home appliances with sharp parts
- Toys in shape of weapons
- Ink toner
- Oil, Gel, Adhesives, Cigarettes
- Recreational paraphernalia
- Kitchen knives
- Paints
- Heavy metal, Gun pellets
- Personal health care - trimmers/shavers/razors
- Pressurized can and cylinders
- Batteries

#### 2. Restricted Items



- a) Precious stones, gems and jewellery
- b) Uncrossed (bearer) drafts / cheque, currency and coins
- c) Poison
- d) Firearms, explosives and military equipment.
- e) Hazardous and radioactive material
- f) Foodstuff and liquor
- g) Any pornographic material
- h) Hazardous chemical items