

Business Partnership Agreement

This Business Partnership Agreement is entered into between

<Shadowfax Technologies Private Limited>, a company incorporated under the Companies Act, 2013 having its registered office at _93/A, Appek Building 1st Floor, 4th B Cross, Koramangala 5th Block, Bangalore, Karnataka – 560 095

(hereinafter referred to as Logistics Service Provider or LSP), and

Seller or Buyer Network Participant that is part of the ONDC Network which is desirous of availing logistic services from LSP ((hereinafter referred to as Logistics Buyer).

XYZ and Logistics Buyer are hereinafter collectively referred to as the Parties and individually as the Party.

The terms and conditions provided hereinafter including the conditions exchanged between the Parties through the ONDC Protocol Specifications (Confirmation) will govern the relationship between the Parties.

1. All terms used herein, unless the context otherwise requires or unless specifically defined herein, shall have the meanings ascribed to them in the ONDC Network Policy or ONDC Network Participant Agreement, as the case may be.
2. **General Obligations:**
 - 2.1. Each Party will make payment or fulfil the Order specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
 - 2.2. Either Party may change its account for receiving a payment by giving notice to the other Party at least five Business Days prior to the scheduled settlement date for the payment to which such change applies.
 - 2.3. All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of Competent Authority, then in effect and as permitted under the Confirmations.

3. Logistics Buyer - Cancellation (Pre-Shipment - Pre RTS/Post RTS)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1 Pre RTS	Logistics Buyer requests cancellation - Before Order is marked for RTS	Hyperlocal & Intercity	Logistics Buyer will not be liable to pay any amount to LSP on cancellation of such orders.
	Case 2 Post RTS - Pre Pickup	Logistics Buyer requests cancellation - After Order is marked RTS but not picked up		Logistics Buyer will be liable to pay Rs. 50 to LSP on cancellation of such orders if the pickup TAT has not breached.

4. Logistics Buyer - Cancellation (Post-Shipment - Pre Delivery)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1a Order Picked Up With No Pickup Breach)	Logistics Buyer requests cancellation - when the order is picked up by Logistics Service Provider within Promised Pickup time + 10 mins (Time)	Hyperlocal & Intercity	Logistics Buyer will be liable to pay quoted amount (Forward +RTO) to Logistics Service Provider on cancellation of such orders.
	Case 2a Order Picked up With Pickup Breach)	Logistics Buyer requests cancellation - when the order is picked up by Logistics Service Provider but not within Promised Pickup time + 10 (Time)		Logistics Buyer will be liable to pay the quoted amount (Forward +RTO) to the Logistics Service Provider on cancellation of such orders

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1 ETA Breach	Logistics Buyer requests cancellation - when the order is shipped but not delivered within ETA + 30mins (Time)	Hyperlocal & Intercity	Logistics Buyer will be liable to pay the quoted amount (Forward +RTO) to the Logistics Service Provider on cancellation of such orders.
	Case 2 No ETA Breach	Logistics Buyer requests cancellation - when the order is shipped and is yet to be		Logistics Buyer will be liable to pay the quoted amount (Forward +RTO) to the Logistics Service Provider on

		delivered within ETA + 20mins (Time)		cancellation of such orders.
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5. Logistics Service Provider - Cancellation (Pre-Shipment - Pre RTS & Post RTS)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1 Pre- RTS No ETA Breach	LSP requests cancellation - when the order is not marked RTS where ETA + 20 mins is not impacted.	Hyperlocal & Intercity	Logistics Buyer will not be liable to pay any amount to LSP on cancellation of such orders.
	Case 2 Pre- RTS ETA Breach	LSP requests cancellation - when the order is not marked RTS where ETA + 20 mins time is impacted		Logistics Buyer will not be liable to pay any amount to LSP on cancellation of such orders.
	Case 3 Post-RTS - Pre Pickup No Promised Pickup Breach	Logistics Service Provider requests cancellation - After Order is marked for RTS but not picked up where ETA + 20mins in off peak (weekday-before 7pm not including special days)/ 40 mins in peak		If failure due to LSP, then for non made to order, there should be no liability as there is no loss. For made to order, Logistics buyer will charge INR 30 If failure is due to Seller app, rider needs to be compensated Rs. 50 flat
	Case 4 Post-RTS - Pre Pickup Promised Pickup Breach	Logistics Service Provider cancellation - After Order is marked for RTS but not picked up where ETA + 20mins in off peak (weekday-before 7pm not including special days)/ 40 mins in peak time is impacted		If failure due to LSP, then for non made to order, there should be no liability as there is no loss. For made to order, Logistics buyer will charge the LSP INR 100 or 25% (whichever is lower) If order is cancelled from restaurant or customer end, rider needs to be compensated Rs. 50 flat

6. Logistics Service Provider - Cancellation (Post-Shipment - Pre Delivery)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
All type of Order (OFD/Make to Order/Non-OFD)	Case 1	Logistics Service Provider requests cancellation - when the order is picked up but not delivered.	Hyperlocal & Intercity	If LSP requests cancellation due to customer non - acceptance of order, Logistics buyer will be liable to pay Forward charges + RTO. If LSP is unable to deliver due to any operational reasons, Logistics buyer will not ask for any liability as long as items are returned

7. Other Commercial terms:

Order type	Cases	Case description	Delivery type	Resolution remarks
All type of Order (OFD/Make to Order/Non-OFD)	Pickup attempts	# Pickup attempts by the LSP	Hyperlocal	Max 1 attempt will be done to pick up the shipment.
All type of Order (OFD/Make to Order/Non-OFD)	Delivery attempts (Forward + RTO + return)	# delivery attempts by the LSP	Hyperlocal	Max 1 attempt will be done to deliver the shipment.
	Proof of Delivery	Delivery + 1 day	Hyperlocal	Can be shared on a case to case basis in 2 days.