Reference clauses for drafting static terms of the transaction level contract

Version History

Version	Date	Description / Changes
0.1	2023-05-08	First Draft
0.2	2023-09-25	Second Draft
0.3	2023-11-03	Third Draft (incorporating comments from NPs)
1.0	2024-02-16	Fourth Draft
2.0	2024-04-09	Final Draft

Business Partnership Agreement

This Business Partnership Agreement is entered into as of the last date of signature entered hereto ("**Execution Date**") and is effective from 20 November 2025 ("**Effective Date**") between

Uber India Development Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 1st Floor, 1668/A, RJP Towers 27th Main, 2nd Sector, Parangi Palya, HSR Layout, Bangalore, Bangalore, Karnataka, India, 560102 (hereinafter referred to as "**Uber**"), and

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

Uber 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 or making payments (as applicable), under this Agreement by giving notice to the other Party at least seven (7) 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.

   2.4. Each Party agrees that Uber is not a provider of transportation services, or a transportation carrier, and Uber will be providing logistics and delivery services.

   2.5. All the logistics and delivery services as envisaged under this Agreement shall be provided by independent third-party contractors and service providers ("**Delivery Partners**") who are not employed by Uber or any of its affiliates.

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 OR post RTS - Pre-Pick-up without Pick-up Breach	Logistics Buyer requests cancellation - (i) Before Order is marked for RTS; OR (ii) After Order is marked RTS but not picked up within Order Confirmation time + 20 mins (i.e., the "**Standard Pick-up Time**")	Hyperlocal	Logistics Buyer will be charged a cancellation fee of Rs 25 if the Delivery Partner has reached the pickup location and waited for at least 5 mins at pickup.
	Case 2 Post RTS - Pre Pickup with Pick-up Breach	Logistics Buyer requests cancellation - After Order is marked RTS but not picked up beyond Standard-Pick up Time.		Uber will be charged a cancellation fee of Rs 25 if Delivery Partner has not picked up the order within the Standard Pick-up Time.

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	Logistics Buyer requests cancellation - when the order is picked up by Delivery Partner	Hyperlocal	For non-RTO orders, the Logistics Buyer will be liable to pay quoted amount (Actual Delivery Fee) for non-RTO orders to Uber on cancellation of such orders. For other types of orders where RTO is expected by

| | | | | the merchant, Logistics Buyer will be liable to pay quoted amount (Actual Delivery Fee+ RTO charges) to Uber on cancellation of such orders as Uber will handle the RTO for such orders. |

5. Uber - 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 ETA Breach	UBER requests cancellation - when the order is not marked RTS where Order Confirmation Time + 15 minutes Time has passed	Hyperlocal	Logistics Buyer will be charged a cancellation fee of Rs 25 if the delivery partner has reached the pickup location and waited for at least 5 mins at pickup.

6. Uber - 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	Uber requests cancellation - when the order is picked up but not delivered.	Hyperlocal	If Uber requests cancellation due to customer non-acceptance of order/unavailability, Logistics Buyer will be liable to pay quoted amount (Actual Delivery fee) for non-RTO orders to Uber and (Actual Delivery fee + RTO charges) for other orders as Uber will handle RTO for these orders. If Uber requests cancellation without attempting delivery to customers due to operational or exception reasons, Uber will not be liable to pay any liability if products are returned to the merchant intact. Uber will pay the accepted liability amount, i.e., either INR 500

				or 100% of the order value (whichever is lower), to the Logistics Buyer against a valid invoice for the product sent.

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 UBER	Hyperlocal	Max 1 attempt will be done to pick up the shipment.
All type of Order (OFD/Make to Order/Non-OFD)	Pickup attempts	Reverse pickup attempts	Hyperlocal	Max 1 attempts will be done to pick up the shipment from the customer
All type of Order (OFD/Make to Order/Non-OFD)	Delivery attempts (Forward + RTO + return)	# delivery attempts by Uber	Hyperlocal	Max 1 attempt will be done to deliver the shipment, after which the shipment will be marked RTO.
	Settlement Window	T+7 days	Hyperlocal	T+7 days where T is the invoicing date
	Settlement Basis	On Delivery/ on Return Expiry	Hyperlocal	Either of the following can be used a proof of delivery wherever applicable on case-to-case basis: lat long of customer delivery location, Proof of Delivery (Photo), Dropoff OTP
	Proof of Delivery	Delivery + 24 hrs	Hyperlocal	In all cases, one or all of the following will be used basis availability: lat long of customer delivery location, Proof of Delivery (Photo), Dropoff OTP

a. **Failed RTO:** Logistics Buyer will not be liable to pay the cost of forward shipping, the cost of reverse shipping to UBER. Also, UBER will be liable to pay the cost of product or Rs 500, whichever is lower. If the RTO is failed due to buyer inability to receiver RTO, Actual Delivery Fee + RTO charges will be payable by Logistics Buyer to Uber.

b. For the purpose of this Agreement, 'Pick-up Breach' would have been said to occur if the pick-up has not been initiated beyond the Standard Pick-up Time.

c. "**Standard Pick-up Time**" for the purpose of this Agreement shall mean 'Order Confirmation Time+ 20 minutes'.

8.   Refund/Return/Replacement (Post Delivery)

Order Type	Cases	Case Description	Delivery Type	Resolution Remarks
OFD/Made to Order	Case 1 - Wrong order status	The order has been incorrectly marked as delivered, even though the order has never been delivered. Items are lost by UBER and are not delivered.	Hyperlocal	Basis the investigation conducted by Logistics Buyer and Uber to identify the source of the issue. Uber to conduct investigation basis the following: Proof of delivery features (OTP/ Photo on Delivery as available), GPS location of the Delivery Partner (lat/lng), Phone attempts from Delivery Partner to Customer, Prior history of delivery partner If the issue source lies with the Logistics Buyer/Customer, the logistics buyer will pay Uber the Actual Delivery Fee. If the issue source lies with Uber/ Delivery Partner, the Logistics Buyer will not pay anything to Uber and Uber will pay the accepted liability amount, either INR 500 or 100% of the order value (whichever is lower), to the logistics buyer against a valid invoice for the product sent. The issue should be highlighted to Uber within 24 hours from Order Confirmation Time.
	Case 2a - Damage	OFD Order - Logistics Buyer raised issue for Quality of product delivered		Basis the investigation conducted by Logistics Buyer and Uber to identify the source of the issue. If the issue source lies with the Logistics Buyer/Customer, the logistics buyer will pay Uber the Actual Delivery Fee. If the issue source lies with Uber/ Delivery Partner, the Logistics Buyer will not pay anything to Uber and Uber will pay

					the accepted liability amount, either INR 500 or 100% of the order value (whichever is lower), to the Logistics Buyer against a valid invoice for the product sent. The packaging of the parcel should be tamper proof. If a customer accepts delivery, they cannot claim damage. Damage rejection must be marked within 3 hrs of delivery time, else it becomes a case of damage of contents inside which is not Uber's liability. All cases highlighted as Uber's liability will be eligible for penalty only once the images & other proof have been validated & accepted by Uber as their fault (& not due to the restaurant's/ merchant's fault).
Non - OFD (Returnable /Non Returnable Product)	Case 1	The order has been incorrectly marked as delivered, even though the order has never been delivered. Items are lost by UBER and are not delivered.	Hyperlocal		Basis the investigation conducted by Logistics Buyer and Uber to identify the source of the issue. Uber to conduct investigation basis the following: Proof of delivery features (OTP/ Photo on Delivery as available), GPS location of the Delivery Partner (lat/lng), Phone attempts from Delivery Partner to Customer, Prior history of Delivery Partner. If the issue source lies with the Logistics Buyer/Customer, the logistics buyer will pay Uber the Actual Delivery Fee. If issue source lies with Uber/delivery partner, the Logistics Buyer will not pay anything to Uber and Uber will pay the accepted liability amount, either INR 500 or 100% of the order value (whichever is lower), to the logistics buyer against a valid invoice for the product sent. The issue should be highlighted to Uber within 24 hours from order confirmation time
	Case 2	Buyer raised issue for Quality of product delivered			Basis the investigation conducted by Logistics Buyer and Uber to identify the source of the issue. Uber to conduct investigation basis the following: Proof of delivery features (OTP/ Photo on Delivery as available), GPS location of the

	Delivery Partner (lat/lng), Phone attempts from Delivery Partner to Customer, Prior history of Delivery Partner. If the issue source lies with the Logistics Buyer/Customer, the Logistics Buyer will pay Uber the Actual Delivery Fee. If issue source lies with Uber/delivery partner, the Logistics Buyer will not pay anything to Uber and Uber will pay the accepted liability amount, either INR 500 or 100% of the order value (whichever is lower), to the Logistics Buyer against a valid invoice for the product sent. The issue should be highlighted to Uber within 24 hours from order confirmation time.

a. Weight Disputes: In case of a mismatch between the weight of consignment as gauged by Uber and the weight reported by Logistics Buyer:
  i. If the weight of the consignment as per UBER is more than what Logistics Buyer have specified at the time of placing the logistics order, Uber reserves the right to charge Logistics Buyer for any such additional weight.
  ii. If the weight of the consignment as per UBER is less than what Logistics Buyer have specified at the time of placing the logistics order, UBER reserve the right to provide a discount to Logistics Buyer for the difference.
b. Insurance: Logistics Buyer may insure the shipments from point of origin to point of final destination at its own cost. UBER will not be liable for insuring the product.

9. **Issue Resolution Response TAT**

Uber expects closure within the below timelines for respective Issue Sub Category listed in the IGM framework (Link). If Uber needs more information for closure of issue then the time to closure shall be calculated from the time of response by the Logistics Buyer to the need for information request from Uber.

Category	Sub Category	ENUMs	Expected time to Resolve/Completed (ETC)
	Order not received	ORD01	OFD: 60 mins Non OFD - 24 hours
ORDER	Quality issue	ORD02	NA as Uber doesn't take responsibility for order quality

	Delayed delivery	ORD03	OFD: 60 mins
ITEM	Missing items	ITM01	24 hours
	Quantity issue	ITM02	NA as Uber does not take responsibility for quantity
	Item mismatch	ITM03	24 hours
	Quality issue	ITM04	NA as Uber doesn't take responsibility for order quality
	Expired item	ITM05	NA as Uber doesn't take responsibility for order quality
FULFILMENT	Wrong delivery address	FLM01	24 hours
	Delay in delivery	FLM02	OFD: 60 mins
	Delayed delivery	FLM03	OFD: 60 mins
	Packaging	FLM04	NA for Uber
	Buyer not found	FLM05	NA for Uber
	Seller not found	FLM06	NA for Uber
	Package info mismatch	FLM07	NA for Uber
	Incorrectly marked as delivered	FLM08	4 hours
AGENT	Agent behavioural issue	AGT01	2 days
	Buyer behavioural issue	AGT02	NA for Uber
PAYMENT	Refund not received	PMT01	NA for Uber
Logistics Buyer TAT for reporting Issue			1 day

a. In the event that Uber does not adhere to the aforementioned timelines, the Parties shall engage in good faith discussions to resolve the matter. No deductions or resolutions shall be undertaken unless mutually agreed upon by both Parties following such discussions. In the event of any disagreement, the Parties shall follow the dispute resolution mechanism set forth herein. In case of hyperlocal delivery, Logistics Buyer should raise the issue within 24 hours from the order creation timestamp

10.   Representations and warranties:

Each Party represents and warrants to the other Party that:

10.1.   it is duly organised and validly existing under the laws of India and has the full requisite right, power, and authority (corporate or otherwise) to enter into this Agreement and to deliver or perform the acts required of it under this Agreement;

10.2.   they have read, understood and agree to comply with the terms specified in this document along with the Confirmation exchanged between the Parties, and the same shall form a legal, valid and binding contract between the Parties with respect to this transaction;

10.3.   it has/ shall obtain and maintain all necessary statutory and regulatory permissions, approvals, licences, consents or permits, from any third parties including any regulatory or government body as required by applicable law or regulations, that is necessary for performing its obligations under this Agreement;

10.4.   it has and shall maintain all the title and ownership, licence, or right to use, as applicable, in all the IPR associated with it to use, distribute, or otherwise exploit in all manners permitted by this Agreement and/or the ONDC Network Policy;

10.5.   all information submitted by the Parties is truthful, lawful and accurate, as on the date of this Agreement;

10.6.   it has complied with or will ensure and will continue to ensure compliance with all conditions provided under the applicable laws in order to enable it to lawfully enter into and exercise its rights and perform its obligations under this Agreement;

10.7.   the fulfilment or compliance with the terms and provisions hereof, will not conflict with, or result in a breach of the provisions of any agreement, instrument, order, judgement, decree, statute, law, rule, or regulation to which they are subject to or the IPRs of any third party, or require any consent, approval or other action by any court, tribunal, administrative or Competent Authority, or result in a violation of any law, regulation, administrative order or judicial order applicable to it or its business or assets;

10.8.   it shall not make any statement to defame or disparage the other Party or adversely affect the other Party's reputation, except when such statement is truthful and is reasonably necessary for the Party to enforce or defend its rights under this Agreement, or is required by a court of law, mediator, arbitrator or regulatory or legislative body with jurisdiction to order the Party to make such statement;

10.9.   it shall comply with the ONDC Network Agreement and ONDC Network Policy or any other policies as prescribed by ONDC; and

10.10.   all services will be performed in a professional manner consistent with the industry standards reasonably applicable to such services.

11. **DISCLAIMER**

Uber shall provide the services on an "as is" and "as available" basis. Uber disclaims all representations and warranties, express, implied, or statutory, not expressly set out in this Agreement including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Uber makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services OFD transported through Uber, or that the delivery marketplace will be uninterrupted or error-free. Uber does not guarantee the quality, suitability, safety or ability of the service providers. Logistics Buyer agrees that the entire risk arising out of its use of the services and any service or OFD requested in connection therewith, remains solely with the Logistics Buyer, to the maximum extent permitted under applicable law.

12. **INDEPENDENT PARTIES:**

12.1.   The Parties agree that they are independent parties and are not, or shall not claim to be, an agent / representative of the other Party. It is understood between the Parties that neither Party is the legal representative of the other Party.

12.2.   Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or, employer and employee between the Parties.

12.3.   Each Party including their staff/employees, agents, personnel have no authority/ right to bind the other Party in any manner and each Party shall not do any act, deed or thing which has the effect of binding the other Party or creating any obligation and / or liability upon the other Party otherwise than as specifically provided herein.

12.4.   Each Party shall be solely liable for the acts or omissions of its employees to the extent such acts or omissions cause direct and actual damage, loss, or injury to the other Party, and only where such liability is not otherwise excluded or limited under this Agreement.

13. **REFERRAL FEES, INVOICING AND PAYMENTS:**

13.1.   In consideration of the services rendered by us pursuant to this Agreement, UBER will charge a Fees as agreed between the Parties in its Confirmation.

13.2.   The Fees shall be paid excluding goods and service tax or any other tax applicable from time to time on providing of the Services and such other deductions as permissible under this Agreement.

13.3.   Logistics Buyer shall be solely responsible for payment of goods and services tax as per the applicable law to UBER and UBER shall be solely responsible for payment of goods and services tax on its service fees to the appropriate authorities.

13.4. The amount charged by Delivery Partners against the delivery services provided to Uber, is the income of the Delivery Partners and accordingly be taxed in the hands of delivery partners. Delivery Partners are responsible for paying GST on the same.

13.5. Logistics Buyer will provide a unique reference number against the Order placed by the Buyer and the same will be used as the reference to raise the invoice for payment of fees.

13.6. Each Party shall independently source infrastructure, manpower, personnel, and other facilities and bear its own expenses for the performance of the terms hereof.

13.7. Payment settlement shall be undertaken in accordance with the settlement window as provided in the ONDC Network Policy and the Confirmation.

13.8. Except for costs incurred under Clause 13.1, it is agreed that each Party shall bear the costs of their respective legal costs in connection with the execution of this Agreement.

14. Indemnity and Limitation of Liability

14.1. Either Party ("Indemnifying Party") hereby agrees to indemnify, defend and hold the other Party, its director, officers, employees, service providers, and agents ("Indemnified Party") harmless from and against all direct claims, demands, actions, liabilities, costs, interest, injuries, losses, judgments, fines penalties, proceedings, action or demand, damages, and expenses of any nature whatsoever (including all legal and other costs, charges and expenses) incurred or suffered by the Indemnified Party, arising out of or in connection with any or all of the following:

14.1.1. any wrongful or negligent act or omission of the Indemnifying Party, including but not limited to, sharing incorrect or incomplete information with the Indemnified Party in connection with a transaction on the ONDC Network, dispatch of any OFD;

14.1.2. any material breach by the Indemnifying Party of its obligations, undertakings, warranties or covenants under this Agreement that has a direct and demonstrable impact on the performance of obligations under this Agreement, provided such breach is not a result of circumstances beyond the reasonable control of the Indemnifying Party and has not been cured within a reasonable period following written notice by the other Party;

14.1.3. any breach of applicable law by the Indemnifying Party that materially affects the performance of its obligations under this Agreement;

14.1.4. any breach or corruption of data or information caused by the Indemnifying Party due to its gross negligence, willful misconduct, or failure to implement reasonable data protection measures, which results in a material adverse impact on the other Party's performance under this Agreement;

14.1.5. any third-party claim made against the Indemnified Party to the extent arising out of a proven material breach of this Agreement or wilful misconduct by the Indemnifying Party under this Agreement;

14.1.6. any material breach or material non-observance of applicable laws, or judicial / quasi-judicial orders by the Indemnifying Party, to the extent such breach directly and adversely affects the performance of its obligations under this Agreement;

14.1.7. disclosure of the Confidential Information inconsistent with the terms of this Agreement; and

14.2. Each Party shall be liable for any loss or damage caused to shipments that are attributable to any acts of commission or omission of such Party or its employees, agents, assigns, third-parties engaged by it or other representatives only to the extent set out above in clauses 3-8.

14.3. Notwithstanding anything contained herein or under the Confirmation, the aggregate liability of Uber under this Agreement shall not exceed the amount payable to it from the completion of the Order.

14.4. Uber shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from facilitation of fulfilment of the Order, regardless of the negligence (either active, affirmative, sole, or concurrent) of Uber, even if Uber has been advised of the possibility of such damages.

14.5. Uber shall not be liable for any damages, liability or losses arising out of: (i) Logistics Buyer's use of or reliance on the delivery marketplace or Logistics Buyer's inability to access or use the delivery marketplace; or (ii) any transaction or relationship between Logistics Buyer and the Customer; or (iii) any act, omission, or conduct of the Delivery Partner undertaken outside the course, scope, or performance of their engagement or contractual duties with Uber. Uber shall not be liable for delay or failure in performance resulting from causes beyond Uber's reasonable control.

14.6. Logistics Buyer assumes exposure to and risk of any loss, theft, tampering or delay in Logistics Buyer's use of the delivery marketplace. Uber does not maintain insurance for loss, damage, or theft. Logistics Buyer shall contact an insurance agent or broker if insurance coverage is desired. Uber does not provide insurance coverage.

14.7. If Logistics Buyer uses Uber's services for facilitation of fulfilment of Orders containing items not otherwise prohibited by this Agreement, Logistics Buyer shall assume full responsibility for such items after delivery, including any damage due to temperature sensitivity and/or tampering. Logistics Buyer shall further assume full responsibility for chilling any perishables immediately upon delivery to help maintain the safety and quality of those items.

14.8.   Uber's services may be used by Logistics Buyer to request and schedule OFD services with independent third party service providers, but Logistics Buyer agrees that Uber has no responsibility or liability to Logistics Buyer related to any delivery or logistics services provided to Logistics Buyer by service providers other than as expressly set forth in this Agreement.

15.   Data Protection

15.1.   The Parties may share Personal Data of its End Users for fulfilling Order placed by the Buyers (Specified Purpose).

15.2.   Each Party (and shall procure that its employees and associates) comply with all Data Protection Legislation and such compliance shall include, but not be limited to, compliance to any rules, orders, or notification (where applicable) under the Data Protection Legislation.

15.3.   For the purpose of this Agreement, "**Data Protection Legislation**" means all legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):

15.3.1.   The Information Technology Act, 2000 (as amended from time to time), including the rules framed thereunder or any other legislation including the Digital Personal Data Protection Act, 2023;

15.3.2.   All other guidelines or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any Competent Authority;

15.3.3.   Any other applicable law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.

15.3.4.   "Personal Data" means any information obtained in connection with this Agreement: (a) relating to an identified or identifiable natural person; (b) that can reasonably be used to identify or authenticate an individual, including name, contact information, precise location information, persistent identifiers; and (c) any information that may otherwise be considered "personal data" or "personal information" under Data Protection Law.

16.   Use of Logistics Buyer Data

16.1.   "Logistics Buyer Data" means any Personal Data provided by Logistics Buyer, or any associate, to Uber for the purpose of Uber providing the Delivery Services to Logistics Buyer. For the purposes of this Agreement, Logistics Buyer Data does not include the name and contact information of Logistics Buyer's employees who are responsible for interacting with Uber and its affiliates in connection with its performance of the Agreement, and any Personal Data incidentally received by Uber or its affiliates in connection with those interactions.

16.2. Subject to the terms of this Agreement, Logistics Buyer grants to Uber a non-exclusive, non-transferable, non-sublicensable, limited right and licence to use the Party A Data during the Term solely for the purposes set out in this Agreement and in accordance with applicable Data Protection Legislation.

16.3. Without limiting any restrictions set out in this Agreement, Uber will not process, store, aggregate, or otherwise use Logistics Buyer Data in any manner except:

16.3.1. as required by applicable law;

16.3.2. for the provision of services as contemplated by this Agreement (including any ancillary activities related to providing the services, such as contacting Customers to provide updates or to assist with the resolution of complaints);

16.3.3. for fraud detection and prevention, and safety purposes;

16.3.4. for product improvement, data analytics, and other internal business purposes;

16.3.5. for contacting Customers in relation to safety incidents concerning an Order; or

16.3.6. for any other purpose described in the Service Terms or an Addendum.

16.4. Other than as required to be retained under applicable law, Uber will delete all Logistics Buyer Data and all notes, analyses, and compilations containing Logistics Buyer Data within 2 years of receiving such data.

16.5. Uber represents and warrants that it will comply with all applicable Data Protection Legislation with respect to all Personal Data received from Party B pursuant to this Agreement.

17. Use of Uber Personal Data

17.1. "Uber Personal Data" means the following data and information: (a) Delivery Person's first name and last initial; (b) Delivery Person's anonymised phone number; (c) Delivery Person's partial licence plate (last 4 digits); (d) make and model of Delivery Person's vehicle; (e) Delivery Person's obfuscated latitude as defined by Uber and its affiliates; (f) evidence of the applicable proof of delivery; and (g) any Personal Data provided by Uber to Logistics Buyer for the purpose of Uber providing the Delivery Services. For the purposes of this Agreement, Uber Personal Data does not include the name and contact information of those employees who are responsible for interacting with Logistics Buyer on behalf of Uber and its affiliates in connection with its performance of the Agreement, and any Personal Data incidentally received by Logistics Buyer in connection with those interactions.

17.2.　Uber Personal Data will be sent to Logistics Buyer for the provision of the services contemplated under this Agreement.

17.3.　Subject to the terms of this Agreement, Uber grants to Logistics Buyer a non-exclusive, non-transferable, non-sublicensable, limited right and licence to use Uber Personal Data during the Term solely for the purposes set out in this Agreement and in accordance with applicable Data Protection Legislation.

17.4.　Without limiting any restrictions set out in this Agreement, Logistics Buyer will not process, store, aggregate, or otherwise use Uber Personal Data in any manner except solely as necessary to facilitate the services contemplated by this Agreement (which, for the avoidance of doubt, does not include using such Uber Personal Data for marketing purposes).

17.5.　Other than as required to be retained under applicable law, Logistics Buyer will delete all Uber Personal Data and all notes, analyses, and compilations containing Uber Personal Data within 2 years of receiving such data.

17.6.　Logistics Buyer represents and warrants that it will use Uber Personal Data solely for the purpose set out in this Agreement and will comply with all applicable Data Protection Legislation with respect to all Personal Data received from Uber.

17.7.　As agreed in writing from time to time, Uber may share a Delivery Person's actual (non-anonymised) phone number with Logistics Buyer solely for the limited purpose of facilitating customer support in connection with the services contemplated under this Agreement. Logistics Buyer shall not use, disclose, or process such Delivery Person phone numbers for any other purpose. Any onward disclosure of a Delivery Person phone number to a third party is strictly prohibited, except where necessary for the permitted purpose or purposes ancilliary to the permitted purpose and only where the phone number is masked or otherwise obfuscated such that the Delivery Person cannot be directly identified. Logistics Buyer shall ensure that any such third party is bound by written obligations no less protective than those contained in this Agreement and shall remain fully liable for any misuse, unauthorized access, or loss of the Delivery Person phone number by such third party. Logistics Buyer shall not retain or reuse the Delivery Person phone number for any reason once the permitted purpose has been fulfilled.

17.8.　**Security**

17.9.　Parties shall at all times have appropriate technical and organisational measures in place:-

17.9.1.　to prevent unauthorised or unlawful processing of any Personal Data;

17.9.2.　to protect any Personal Data against accidental loss, destruction or damage;

17.9.3.　to include taking reasonable steps to ensure the reliability of its employees/contractor having access to the Personal Data; and

17.9.4.   having regard to the state of technological development and the cost of implementing those measures so as to ensure a level of security appropriate to:- (i) the harm that may result from breach of those measures; and (ii) the nature of the Personal Data to be protected.

17.9.5.   If either Party receive a request from any person for access to Personal Data or any other request relating to obligations under the Data Protection Legislation, the other Party shall provide full co-operation and assistance in relation to any such complaint or request only to the extent necessary under Data Protection Legislation

17.10.   Each Party will promptly notify the other if it becomes aware of any unauthorised access, modification, use, disclosure, loss of or interference with the Personal Data provided to it by the other Party (a "Data Breach"), and must provide the other Party with reasonable information and assistance for the purposes of investigating and responding to such Data Breach.

18.   Notifications

18.1.   Each Party must provide notice and obtain all necessary consents from End Users to enable the other Party to lawfully process, store, aggregate, and otherwise use the Personal Data for the purposes set out under this Agreement.

19.   Data Re-identification Restriction

19.1.   Without limiting any other provision of this Agreement, including any provision in this Agreement, the Logistics Buyer must not, and must ensure that all associates do not, merge any of Uber Personal Data collected or otherwise obtained in connection with this Agreement, with other data collected from any source or otherwise use any of the data collected or otherwise obtained in connection with this Agreement, including any Personal Data, for the purpose of re-identification, targeted marketing, or any other similar purpose.

20.   Confidential Information

20.1.   Each Party acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed, including all documents, data, papers, statements, any business / customer information, trade secrets and processes of the other Party relating to such Party's business practices, in connection with this Agreement or otherwise, is deemed by such disclosing Party and shall be considered at all times to be confidential and proprietary information of such Disclosing Party (Confidential Information);

20.2.   The Receiving Party shall ensure that Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Disclosing Party. The Receiving Party confirms that Confidential Information will be safeguarded by the Receiving Party and the Receiving Party will take all necessary action to protect Confidential Information against misuse, loss, destruction, alterations or deletions thereof.

20.3.   Receiving Party shall restrict disclosure of the Confidential Information solely to those persons with a need to know and not disclose it to any other person. The Receiving Party shall ensure that such persons are advised of the confidential nature of the information and are bound by confidentiality obligations no less stringent than those set out in this Agreement. Any breach of the confidentiality obligations under this Agreement by such persons shall be deemed as a breach of this Agreement by the Receiving Party. .The provisions of this Clause shall be applicable and binding on the Parties, except to the extent that such Confidential Information (i) is already in the public domain; (ii) is required or requested to be disclosed under any applicable law or by any judicial/regulatory body; (iii) was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party or the Customers; or (iv) has been independently developed / obtained by the Receiving Party without reference to any Confidential Information furnished by the Disclosing Party or the Customers.

20.4.   Notwithstanding anything herein contained, Clause 15.2 shall survive a term of 3 (three) years from the termination of this Agreement or for such period as required under applicable law, whichever is longer.

20.5.   If the Receiving Party is directed by court order or other legal or regulatory request or similar process to disclose information recorded on any documents or any of the Disclosing Party's Confidential Information, the Receiving Party shall within reasonable time possible notify the Disclosing Party in writing, in sufficient detail upon receipt of such court order, legal or regulatory request or similar process, in order to permit the Disclosing Party to make an application for an appropriate protection order (which the Disclosing Party may pursue at its own expenses).

21.   **Intellectual Property:** All intellectual property rights of the Parties including without limitation trademarks, trade name, logo, copyrights, advertising copy, material, graphics, and etc., shall remain the sole property of the respective Parties. It is understood by the Parties that the usage of the other Party's name and logo shall be solely used for the purpose of this Agreement and will be subject to prior written approval of the respective Party on the terms to be stipulated by such Party. It is hereby clarified that any usage of name and logo and/or any other intellectual property rights of a Party shall not create any right, title or interest in respect of such name, logo or intellectual property in favour of the Party using the same.

22.   **Term and Termination**

This Agreement shall come into force on the Effective Date and shall remain in full force and effect unless terminated earlier in accordance with the provisions of this Agreement.

23.   **No-fault**

Breach of performance obligations shall be attributable to Uber only if such breach is solely and directly due to its fault, and not due to Logistics Buyer's or customer's actions, any kind of system limitations, or any form of network unavailability, whether attributable to the Logistics Buyer or to its own systems.

24.   **Performance Exceptions**

24.1. **Force Majeure:** If any Party to this Agreement is unable to meet its obligations under this Agreement as a result of flood, earthquake, storm, other acts of God including fire, derailment, accident, strike, lockout, explosion, war, insurrection, riot, embargo, terrorist activity, epidemic, pandemic, act of government or governmental agency or other similar cause beyond the reasonable control ("**Force Majeure**") of the Parties, such Party will be excused from performing its obligations for the duration of the Force Majeure.

24.2. Both parties shall adopt reasonable security measures commensurate with the industry standards and as mandated by applicable law, however, both Parties' application, services and/or services/applications of third-party service providers may not be fully uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code/program. Neither Party shall be responsible or liable for any loss or damage (including loss of revenue, income, or profits), caused to the other Party, on account of any interruption or issues which are not in control of the Party.

24.3. If either Party is unable to meet its obligations under this Agreement as a result of a disruption in the ONDC Network, such party will be excused from performing its obligations for the duration of the disruption

24.4. The Party affected by such a Force Majeure event shall promptly notify the other Party inwriting specifying the nature of the Force Majeure and of the anticipated delay in the performance of this Agreement, and as of the date of that notification, the Party affected may suspend the performance of this Agreement until the cause of the delay ends. If the period of the suspension exceeds 30 days, then at any time after 30 days of suspension, either Party may terminate this Agreement by and upon giving notice to the other Party.

25. Governing Law

25.1. Each Party agrees that any dispute or claim relating to, the enforceability of, or the termination of this agreement is to be governed by and construed in accordance with the laws of India and the Parties submit to the non-exclusive jurisdiction of courts as provided in the Confirmation.

25.2. The Parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the Parties are unable to resolve the matter following good faith negotiations, within a period of 30 (thirty) days) the Parties shall settle the dispute as provided under this Agreement

26. Miscellaneous

26.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to

it in respect thereof, except specifically provided under the policies of ONDC and under the applicable law. Nothing in this Agreement will limit or exclude any liability of a party for fraud.

26.2. **Amendments.** An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

26.3. **Survival of Obligations.** It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.

26.4. **No Waiver of Rights:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

26.5. **Headings:** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

26.6. **Dispute resolution:** All disputes arising out of this agreement, including any question regarding its existence, validity or termination, which cannot be amicably resolved within 15 days of being brought to attention, and if such dispute is not resolved, the dispute shall be referred to the courts in New Delhi, India.

26.7. **Intellectual property:** Parties agree to not breach the intellectual property rights of either party. if parties become aware of such any possible infringement in the course of this agreement, the party will immediately notify the aggrieved party of the same in writing.

27. **Demurrage:**

All the shipments, picked by Uber from Buyer will be returned to Logistics Buyer at the location specified by Logistics Buyer. In case of non- acceptance of such shipments by Logistics Buyer except for reasons such as damage of the shipment where such damage is attributable solely to the acts or omissions of Uber, UBER reserves the right to levy suitable demurrage charges for extended storage of such shipments for any period exceeding 7 days from initiation of the return of shipments and up to 45 days from such date. After 45 days, Uber shall dispose of the shipment at its discretion with no further liability.

28. **Dangerous and restricted goods:**

In cases where Logistics Buyer, as the logistics buyer, is booking liquids or chemicals, then Logistics Buyer will share with Uber the chemical compositions of the product along with the concentration of each component. Additionally, if Logistics Buyer are booking any hazmat product in the shipment, it is Logistics Buyer's responsibility to share with Uber the composition and flammable categorization for each product. Furthermore, should there be a breach of the terms

outlined in this clause on Logistics Buyer's part, Logistics Buyer should be aware that Uber will not be held liable for any resulting damage or loss. Logistics Buyer is also obligated to indemnify, defend, and hold harmless Uber against any claims, demands, actions, liabilities, costs, interest, damages, penalties, or expenses of any nature whatsoever, including all legal and other associated costs, charges, and expenses, incurred or suffered by Uber due to such a breach. Notwithstanding anything to the contrary contained herein, Logistics Buyer shall also be liable to pay Uber an amount of INR 25,00,000 (Rupees Twenty-Five Lakhs) ("**Penalty**") per instance if Logistics Buyer books any Shipment containing Goods provided under Annexure 1 to Uber without intimating Uber or by sharing an incorrect/inaccurate description of such shipment with Uber or any loss or damage arising out of transportation of such dangerous and restricted goods. UBER will have the right to adjust the Penalty against any amount owed to the Logistics Buyer. For the avoidance of doubt, indemnity obligations and UBER's right to claim damages shall remain uncapped and will not be limited by any cap on damages under this Agreement.

Annexure: 01

Dangerous Goods:

Indicative list

1. Oil-based paint and thinners (flammable liquids) Industrial solvents
2. Insecticides, garden chemicals (fertilisers, poisons) Lithium batteries
3. Magnetised materials
4. Machinery (chain saws, outboard engines containing fuel or that have contained fuel)
5. Fuel for camp stoves, lanterns, torches or heating elements Automobile batteries Infectious substances
6. Any compound, liquid or gas that has toxic characteristics Bleach
7. Flammable adhesives Arms and ammunitions
8. Dry ice (Carbon Dioxide, Solid) Pressurised Containers
9. Narcotic Substances

10. Any other item which Uber considers as hazardous

Restricted Items:

1. Uncrossed (bearer) drafts / cheque, currency and coins.
2. Firearms, weapons, ammunition, explosives and military equipment.
3. Sexual aids, any obscene or pornographic material.
4. Poison
5. Hazardous and radioactive material foodstuff and
6. Liquor
7. Hazardous chemical item

8. Tobacco products
9. Stolen goods
10. Fragile items
11. Hazardous or medical waste
12. People
13. Illegal items
14. Livestock, regulated species (e.g., noxious weeds, prohibited seeds), human corpses, organs or body parts, blood, urine and other liquid diagnostic specimens or animal parts, bloods, or fluids
15. Gold and silver ore, bullion, precious metals and stones, jewellery, semi-precious stones including commercial carbons or industrial diamonds;
16. Any other item the delivery of which has been restricted by Uber in its policy.

Annexure :02

Uber obligations:

1. In the event the customer has established beyond reasonable doubt to Uber that the delivery personnel is incapable of providing the services envisaged under this Agreement, Uber will take action in accordance with its internal policies to resolve the issue.
2. Whenever a request for any data in respect of delivery, returns, reverse pickup of the products is received from Logistics Buyer, UBER shall provide such data to the client within a period of 5 business days from the date of request. UBER shall also provide data of the delivered products containing such particulars such as date and time of delivery etc. and in case of undelivered shipments, the reason for failure to deliver to client within 5 days from the date of scheduled delivery/return.

Annexure: 03

Logistics buyer obligations:

1. Logistics Buyer shall ensure that the manifest shared for initiation of the delivery services is correct and complete in all respects as per the format shared by the service provider.
2. Logistics Buyer shall ensure that the packaging of the shipment/ goods shall be tamper proof.
3. Logistics Buyer shall ensure that the value of the shipment/ goods does not exceed INR 5,000 (Indian Rupees Five Thousand only).
4. Logistics Buyer shall provide all the instructions/approvals regarding delivery and returns that are required for the performance of the services like ack or nack on the protocol.
5. Logistics Buyer shall ensure that no 'Restricted Item' is being shipped and declare if any 'Dangerous Goods' are being shipped.

6. "SAID to CONTAIN BASIS" - UBER shall be under no obligation to verify the description and contents of the shipments declared by the Logistics Buyer. Logistics Buyer shall undertake to make proper, true, fair, correct and factual declaration regarding description and value of the shipments. Further, UBER are not responsible in any way whatsoever for the saleability of the shipment.
7. Uber has the right however, to inspect any shipment consigned by Logistics Buyer to ensure all the items are capable of carriage to the destination within the standard operating procedure and handling methods.