**Independent Contractor Agreement**



This Agreement is entered between the below mentioned Parties on **{{ date\_of\_joining }}** .

These Terms of Service of Independent Contractor agreement (the "Agreement"), including the Service Standard governing Independent Contractors, attached as an Exhibit A, will govern the transportation and delivery services contemplated by this Agreement (the "Services") and constitute a legally binding agreement between SnapCheck Workforce Management Private Limited having its office at B4/5, Block B, IInd Floor Sector -63, Noida UP-201301 ("**SnapCheck**") and (**Ref No.- {{ reference\_number }}) {{ emp\_name }},** S/o **{{ father\_name }},** Address - {{ address }} having AADHAR Number {{ adhar\_number }} (herein referred to as “**you**” or “**freelancer**” or “**delivery agent**”). This Agreement takes effect on the date of you signing this Agreement.

* **Bank Details :-**
  1. **Name as per bank :- {{ name\_as\_per\_bank }}**
  2. **Account Number:- {{ account\_number }}**
  3. **IFSC CODE :- {{ ifsc\_code }}**

Both the party are collectively referred to herein as “**Parties**”

If you do not agree with these terms, do not sign this contract and not provide any Services.

1. Definitions
   1. **“Affiliate”** shall mean, in respect to a Person, any Person, company or other entity which controls, is controlled by or is under common control with such Person, company or other entity.
   2. **“Agreement”** means this Independent Contractor agreement and shall include any recitals, Annexures, schedules, exhibits which may or may not be annexed to this Agreement and any amendments made by the Parties in accordance with the terms hereof.
   3. **“Applicable Law(s)”** shall include all applicable statute, enactments, act of legislature, laws, ordinance, rules, bye-laws, regulations, guidance, polices, direction, directives and order of any Government.
   4. **"Confidential Information"** shall mean and include any and all information which is confidential to a Party including (i) any business information, business strategies and plans; (ii) any specifications, data relating to Products, processes and procedures; (iii) advertising and marketing plans or marketing information, data and/or material; (iv) any past, current or proposed development projects or plans for future development work, (v) any technical, marketing, financial and commercial information; (vi) all Company's Information and (vii) Intellectual Property.
   5. “**D3 Logistiks**” shall mean Smardoce Solutions Private Limited, a Company registered under Companies act, 2013 which shall govern the transportation and delivery services by the delivery agent and SnapCheck.
   6. **“Delivery Partner App”** means mobile interface/application provided to the Delivery Partner wherein all the back-end technology is incorporated to enable the Delivery Partner to provide Delivery Services as well as enable D3 Logistics, to track the orders and other relevant information;
   7. **“Delivery Service ”** shall mean services provided by the Delivery agent to D3 Logistiks of making himself available on the Delivery Partner App for the purpose of delivering products requested by the D3 logistics;
   8. “**Intellectual Property**” shall mean and include ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.
   9. **“Delivery Fee”** means payment towards the delivery of product as requested by the D3 Logistics. Service Fee shall be mentioned in the Delivery Partner App at the time when Delivery Partner accepts to request for services for each delivery of products.
2. The Services.
   1. You agree to provide the Services in a safe and competent manner in accordance with the level of professional care that would be observed by a prudent person rendering similar services and subject to the Service Standards described in Exhibit A. Failure to comply with the Service Standards will constitute a breach of this Agreement.
   2. This Agreement requires no minimum amount or frequency of Services. You agree, however, that if you accept an offer to provide Services by enabling your availability through the Delivery Partner App then you will deliver the packages provided to you by D3 Logistiks or its designees ("Deliverables") during such period. The Delivery Service Schedule starts when you receive Deliverables and ends at the time the last Deliverable is delivered or, if undeliverable, is returned as specified by D3 Logistics.
   3. Delivery Agent shall follow the below mentioned procedure for providing the service under this Agreement:
      1. You agree that you have smart mobile device which are compatible of running the application provided by D3 Logistiks.
      2. You may choose time for providing services under this Agreement as per your availability.
      3. You need to register and/or create an account by providing certain personal information. The information you provide must be true, accurate, current and complete.
      4. You need to enable your location on the application provided by the D3 Logistiks for delivery request and your service will start after you accept the delivery request.
      5. You shall enable your GPS during the Delivery Service.
      6. By accessing the app you will have the discretion and authority to indicate your availability. You may accept or reject the order for delivery.
      7. You will be paid after D3 Logistiks have assessed your delivery. It will be determined on the basis of whether, you have undertaken, adhered to and delivered the said delivery in compliance with this agreement.
      8. After delivery of the product, your Delivery Service will be completed and you shall be eligible for the Service Fee as mentioned in clause 2.1.
      9. The Service fee will be paid to you on bi-monthly basis, or on such frequency as may be changed from time to time, based on number of Delivery Service completed by you during such period as per the records provided to us by D3 Logistiks.
      10. You can work at your own discretion. However, as your well-being comes first, D3 Logistiks reserves the right to restrict your access for deliveries beyond a reasonable time in a day.
      11. SnapCheck will not be liable for any injury, loss, damage arising from or relating to your negligence. You agree to notify D3 Logistiks immediately in case any of the

aforementioned issue arises. The amount will then be deducted from the service fee paid to you by us.

1. Independent Contractor Relationship.
   1. This Agreement creates an independent contractor relationship, not an employment relationship between the Parties. As an independent contractor of SnapCheck, nothing in this Agreement will create any partnership, joint venture, agency, franchise, or employment relationship between you and SnapCheck. As an independent contractor, you will not be considered as having the status of an employee of SnapCheck for any purpose, including for tax purposes, and you will not be required or entitled to participate in any employee benefit or other plans or arrangements in which employees of SnapCheck and its affiliates may participate. You are solely responsible for all taxes applicable to you, including, but not limited to, income taxes. You are exclusively responsible for Social Security, disability insurance, workers compensation insurance or any other statutory benefits that is required to be provided to the employees. This Agreement does not create any exclusivity so you are free to work for any other third party, as you may deem fit. You are also not required to render your Service for any particular amount of hours or days in any given period of time. You shall be paid as per the Services undertaken by you on your own accord. You have no authority to bind SnapCheck, and you will not make any representation identifying yourself as an employee of SnapCheck or make any representations to any person or entity that you have any authority to bind SnapCheck as an employee, partner, or otherwise.
   2. This Agreement applies to each Delivery Service but there will be no relationship between the parties after the end of one Delivery Service Schedule and before the start of any subsequent Delivery Service Schedule.
   3. In order to enter into this Agreement, you must:
      1. Pass a background check and, if applicable, a motor vehicle record accordance with SnapCheck 's standards;
      2. Be at least 18 years of age;
      3. Be legally qualified to work in each jurisdiction in which you provide Services;
      4. Have the ability to effectively operate and communicate with customers;
      5. Have a Permanent Account number (PAN) in India;
      6. Have a valid Indian driving license; and
      7. Have an operational bank account.
      8. You are not permitted to carry weapons while performing Services
2. Delivery Fees.
   1. In consideration of providing Services in accordance with this Agreement, SnapCheck will pay you fees in the amounts indicated in the Delivery Partner App at the time of acceptance of Deliverable by you ("Delivery Fees"). The Delivery Fees, unless otherwise expressly provided in this Agreement, will be your only fee for performing the Services and shall be paid on bi-monthly basis based on total Deliverables undertaken by you during the said time period. The Delivery Fees include all amounts due to you for providing your Services under this Agreement including, but not limited to, fuel expenses, insurance for vehicle, repair charges of vehicle, tolls cost or any other charges whatsoever.
   2. The Service Fee shall be paid, subject to deduction of statutory TDS (Tax Deducted at Source) at the applicable rate.
3. Representations, Warranties, and Covenants.
   1. You represent and warrant to SnapCheck that you have all legal capacity and authority to enter into, and perform your obligations under, this Agreement. You agree, at all times, to:
      1. comply with all laws, rules, and regulations pertaining to the Services, including all laws, rules, and regulations applicable in respect of (i) transportation, safety and insurance related to the performance of Services, (ii) health and safety of customers and the Deliverables and (iii) anti-bribery and anti-corruption;
      2. hold and maintain, throughout your participation, all licenses, permits, and other authorizations necessary for you to perform the Services (including, if applicable, driver's license, vehicle registration, and automobile insurance, any permits/insurances for using the vehicle for commercial purposes), which you will provide to SnapCheck upon request;
      3. Delivery Agent warrants that, it is neither eligible to nor it shall, claim any benefit which are entitled to any employee of the Company and is solely engaging itself on freelance basis with the Company;
      4. You represent that you shall, at all times, keep the vehicle insured with cover towards third party insurance and shall follow all the traffic rules and regulations and work as per law.
4. Obligation of Delivery Agent

You shall/will:

* 1. notify SnapCheck immediately after becoming aware that any license, permit, or authorization required for you to perform the Services has expired, been lost or suspended;
  2. provide complete and accurate responses to all questions related to the background screening, including questions on prior convictions;
  3. notify SnapCheck immediately if you need to change or update your answers to any questions posed during the background screening process, including if you have any new convictions;
  4. notify SnapCheck immediately of any event or circumstance that impairs the safety of or delays delivery of Deliverables;
  5. not violate or infringe any third party's rights in proprietary or confidential information in performing the Services; and
  6. Not create any lien on SnapCheck property or assets, including any Deliverables, and waive all rights to any lien. Throughout the term of this Agreement, you will provide SnapCheck with any forms, documents, or certifications as may be required for SnapCheck to verify representations and warranties you made in this Agreement or your compliance with any provision of this Agreement.
  7. Be responsible for maintaining the confidentiality and security of your Account and Password. You agree to immediately notify D3 Logistiks in case of any breach of security.
  8. Not attempt to deceive, mislead, confuse or defraud any third person to whom you are delivering the package, through any means.
  9. Not harass or misbehave or threaten any third party or SnapCheck employees or agents engaged in providing any service.

1. Equipment Used to Perform the Services.

7.1 You agree that, as part of managing your own business, you will maintain a smart mobile device which is compatible to download and run D3 LOGISTIKS’s app, any vehicle information provided by you within the D3 LOGISTIKS’s app ("Vehicle") and used to provide the Services, and any other equipment that you choose to use or that you need in order to provide the Services. That certain equipment like uniform, delivery bag, raincoat etc. might be provided to you which shall remain the property of D3 LOGISTIK.

1. Terms of Service and Deactivation.
   1. This Agreement is effective as of the Effective Date and will continue to be in effect unless terminated by you or SnapCheck as per terms of this Agreement.
   2. You may terminate this Agreement at any time and for any reason by giving SnapCheck a prior notice of at least seven days before termination.
   3. Termination of your Contract will conclude only after SnapCheck is assured of all dues from you occurring on account of Advances, Loss of Packages etc. are recovered.
   4. SnapCheck may terminate this Agreement at any time and for the following reasons by giving you a notice of termination in accordance with Section 14 below: (i) for failure to meet Service Standards, (ii) for failing a background check any time before or after the Effective Date, (iii)

material breach of this Agreement, (v) if your D3 Logistiks’s app account is deactivated, or (vi) for convenience or other commercially reasonable cause, or (vii) receipt of any complaint of misbehavior from customer.

* 1. On the event of termination of this Agreement either by you or SnapCheck, you will cease to provide your services after expiry of notice period.

1. Availability of the Services

9.1 SnapCheck makes no promises or representations in this Agreement as to the amount of business that you can expect at any time. You can accept or reject any opportunity offered by D3 LOGISTIKS. Nothing in this Agreement will prohibit you from providing Services or using your Vehicle for rending any service to any other person or entity, including competitors of SnapCheck/ D3 LOGISTIKS, except during any Delivery Service Schedule. SnapCheck/ D3 LOGISTIKS may also engage the services of other companies and individuals that may perform the same or similar services as those provided by you under this Agreement. You understand your association with SnapCheck does not prohibit you from taking up any other assignment or work for a fee, remuneration or otherwise.

1. Indemnification.
   1. You will defend, indemnify, and hold harmless SnapCheck / D3 Logistiks and their affiliates and successors, and each of their respective directors, officers, and employees (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from any allegation or claim based on, or any loss, damage, settlement, cost, expense, and any other liability (including reasonable attorneys' fees and expenses) arising out of or in connection with, (a) your negligence, strict liability, or misconduct, (b) a breach of this Agreement by you, (c) any action or inaction by you (including any and all loss or damage to personal property or bodily harm (including death) relating to or arising out of any such action or inaction), or (d) any allegation or claim that you failed to comply with applicable laws, rules, or regulations.
   2. Your duty to defend is independent of your duty to indemnify. You will use counsel reasonably satisfactory to the Indemnified Parties to defend each indemnified claim, and the Indemnified Parties will cooperate (at your expense) with you in the defense. If at any time the Indemnified Parties determine that they may be adversely affected by any indemnified claim, the Indemnified Parties may assume control of the defense of the claim. You will not consent to the entry of any judgment or enter into any settlement relating to an indemnified claim without the Indemnified Parties' prior written consent.
2. Licensed Materials

11.1 As used in this Agreement, "Licensed Materials" means any software, application, website, content, device or other information made available to you (whether standalone, for use on devices owned by you or D3 LOGISTIKS, or otherwise) by D3 LOGISTIKS, together with any related manuals and other documentation. D3 LOGISTIKS grants to you, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sub licensable, revocable license to use the Licensed Materials solely for the purpose of performing the Services and participating in the Program as permitted under this Agreement.

1. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of India and be subject to exclusive jurisdiction of courts in New Delhi.

1. Modifications.

13.1 SnapCheck may modify this Agreement, including the Program Policies, at any time by providing notice to you through app or otherwise written communication. You are responsible for reviewing this Agreement regularly to stay informed of any modifications. If you continue to perform the Services or access Licensed Materials (including accessing the D3 LOGISTIKS’s app) after the effective date of any modification to this Agreement, you agree to be bound by such

modifications. However, (i) any modification to Delivery Fees will be provided to you in writing before you accept and complete any Delivery Service Schedule to which such modifications apply;

1. Notice

14.1 SnapCheck will communicate with you via phone, text message, email, or push notifications sent via the D3 LOGISTIKS’s app (each such communication, "electronic communication") in connection with your service under this Agreement. By downloading the D3 LOGISTIKS’s app, providing us with your mobile number, and agreeing to this Agreement, you are providing us with written consent to receive push notifications and automated text messages from D3 LOGISTIKS's app in connection with this Agreement. You consent to SnapCheck communicating with you concerning the Program via any or all of these means and you are responsible for printing, storing, and maintaining your own records of any such agreements, notices, disclosures or other communications. Standard messaging and data rates may apply. It is your responsibility to keep your email address and phone number current by updating the information you provided to SnapCheck. Terminating this Agreement will stop all electronic communication. If you want to terminate this Agreement, you can provide a seven days prior written notice of termination to SnapCheck authorized representative. If you want to provide notice under this Agreement, other than the notice of termination, you can provide such written notice to the address mentioned on the D3 LOGISTIKS’s app.

1. Documents

If you agree with the terms and conditions, you are requested to countersign on the copy of this Agreement as token of acceptance and share with SnapCheck representative and retain another copy with you for your record and appropriate reference.

1. Entire Agreement and Severability; Survival.
   1. This Agreement constitutes the complete and final agreement of the parties pertaining to the Services and supersede and replace the parties' prior agreements, understandings, representations, and discussions (whether written or oral) relating to the Services. If any provision of this Agreement is determined to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the fullest extent permissible under applicable law.
   2. The following sections of this Agreement, along with any other provisions that by their nature should survive termination of this Agreement, will survive any termination or expiration of this Agreement: Term and Deactivation; Indemnification; Limitation of Liability; Governing Law.

This Agreement has been read and understood by you in your native language, and you have obtained the approval of a person known to you, who can verify your understanding, for the purpose of signing.

**Exhibit-A SERVICE STANDARDS**

As an Delivery Agent, you agree to provide results the timely and effective delivery of undamaged parcels, bags, or other items to the customers' and D3 LOGISTIKS's satisfaction-- subject to the following standards ("Service Standards"):

1. D3 LOGISTIKS requires you to comply with all traffic, health, safety and other laws applicable to Deliverables or Services.
2. D3 LOGISTIKS requires that you arrive on time and be ready to provide Services as per business requirement communicated to you from time to time.
3. D3 LOGISTIKS requires that you deliver the packages to the customers on time. The app will specify the delivery window during which the customer expects the package to be delivered.
4. Packages must be delivered only if the customer is present or to someone else if the customer so instructs.
5. D3 LOGISTIKS expects that you will deliver all the packages you picked up as part of your delivery service schedule. In an instance where delivery is not possible, you are required to return all packages to the D3 LOGISTIKS delivery station, unless otherwise directed by D3 LOGISTIKS.
6. You will be required to deliver Packages for which customers will have to pay cash on delivery (COD). COD can be done either through cash, card, link-based payment options or such other payment options as may be prescribed by D3 LOGISTIKS’s. You will be liable to collect the COD at the time of delivery and you will not deliver the Package in the event the purchaser/ customer refuses to pay the COD amount. All COD Packages which remain unpaid and therefore undelivered must be returned to the D3 LOGISTIKS delivery station along with the cash collected for other COD Packages. It shall be your responsibility to ensure that the monies collected as COD are legal tender on the date of collection in India and is not fake or counterfeit currency. You will surrender all equipment, packages, shipments and COD at the D3 LOGISTIKS delivery station immediately after completion of your delivery service schedule.
7. D3 LOGISTIKS requires you to behave respectfully and professionally when interacting with customers, station operators, merchants and other delivery associates while providing the Services.
8. D3 LOGISTIKS requires you to follow the delivery instructions in the app or from a customer as long as the customer instructions are reasonable and do not conflict with health, safety and other applicable laws.
9. Subject only to this Agreement, it is for you to decide the means and manner in which to provide the Services and achieve the results that you have agreed to provide. Therefore, in performing Services, you are free to map out your own routes, sequence your deliveries and in every other way control the means and manner in which you deliver Deliverables.

**SIGNED ON BEHALF OF**

**SnapCheck Workforce Management Pvt. Ltd.**

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**Name – Babita Shukla Designation – DGM Finance**

**SIGNED BY Delivery Partner**

**---------------------------------------**

**Name: - {{ emp\_name }}**

**(Ref. No. - {{ reference\_number }})**