

EXTENSION AND AMENDMENT AGREEMENT

To the Transport Services Agreement dated December 28, 2018

This Extension and Amendment Agreement (this "**Sixth Addendum**") is made on the date of last signature by and between:

A. TransNova Logistics Private Limited, a company organized and existing under the laws of India, having its registered office at **1st Floor, Nova Chambers, L.B.S. Marg, Mumbai - 400078**, hereinafter referred to as "**Client**";

AND

B. RapidEx Express Solutions LLP, a company organized and existing under the laws of India, having its registered office at **Plot No. 92, Sector 21, Gurugram, Haryana - 122001**, hereinafter referred to as "**Provider**".

(Client and Provider may individually or collectively be referred to as the "**Party**" or "**Parties**".)

Capitalised terms used in this Sixth Addendum shall, unless otherwise provided, have the same definitions as in the Agreement (as defined below).

A. The Parties entered into a **Transport Services Agreement** dated December 28, 2018, as amended and extended by the First Addendum dated December 28, 2020, Second Addendum dated December 7, 2021, Third Addendum dated January 19, 2023, Fourth Addendum dated September 12, 2023, and Fifth Addendum dated January 23, 2024 (collectively, the "**Agreement**").

B. The Parties have agreed to extend and amend the Agreement on the terms and conditions set forth in this Sixth Addendum.

The Parties agree as follows:

1. Extension of Term

Notwithstanding the provisions of Clause 2.2 of the Agreement, with effect from **January 1, 2025**, the Agreement shall be extended for a period of **three (3) months**, i.e., until **March 31, 2025** ("**Extended Period**").

2. Amendment to Schedule 3 (Service Fees)

With effect from January 1, 2025, the existing Schedule 3 (Service Fees) shall be **deleted in its entirety** and replaced with the new Schedule 3 attached hereto as **Annex 1** to this Sixth Addendum.

3. New Clause – Service Performance Monitoring

A new clause is inserted as Clause 9.4 of the Agreement:

“Provider agrees to maintain an average monthly delivery success rate of 97% or higher. Failure to do so for two (2) consecutive months will entitle the Client to apply a 5% penalty on the monthly invoice.”

4. New Clause – Dispute Resolution Mechanism

A new clause is inserted as Clause 15.3 of the Agreement:

“All disputes or differences arising out of or in connection with this Agreement shall be resolved amicably between the Parties within 30 days. If unresolved, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai, and proceedings shall be in English.”

5. New Clause – Data Confidentiality

A new clause is inserted as Clause 12.4 of the Agreement:

“The Provider shall ensure that all shipment-related data, including tracking information, consignee details, and pricing information, is kept confidential and not disclosed to any third party without the prior written consent of the Client.”

6. No Other Amendments

Save as otherwise provided, amended or modified in this Sixth Addendum, **all provisions, terms and conditions** of the Agreement shall remain in full force and effect and continue to apply during the Extended Period.

7. Integration

The Agreement and this Sixth Addendum shall be read and construed as one document. In the event of any conflict between the Agreement and this Sixth Addendum, the provisions of this Addendum shall prevail.

Schedule 3 (Service Fees)

Commercial structure:

DP Rates – Dox	A Zone	B Zone	C Zone
250gms	₹ 34.39	₹ 34.39	₹ 34.39
500gms	₹ 40.12	₹ 40.12	₹ 40.12
Addnl 500gms	₹ 40.12	₹ 40.12	₹ 40.12

DP Rates – Duts	A Zone	B Zone	C Zone
250gms	₹ 34.39	₹ 34.39	₹ 34.39
500gms	₹ 40.12	₹ 40.12	₹ 40.12
Addnl 500gms	₹ 40.12	₹ 40.12	₹ 40.12

SFC BASE RATE PER KG							
Surface	Central	West	North	South	East	North East	JK
Central	₹ 10.57	₹ 10.57	₹ 13.76	₹ 12.00	₹ 19.57	₹ 25.71	₹ 25.71
North	₹ 13.57	₹ 13.57	₹ 10.76	₹ 13.57	₹ 19.57	₹ 24.28	₹ 24.28
South	₹ 12.00	₹ 12.00	₹ 13.76	₹ 10.57	₹ 19.57	₹ 30.00	₹ 30.00
East	₹ 19.57	₹ 19.57	₹ 19.76	₹ 19.57	₹ 10.57	₹ 24.28	₹ 24.28
North East	₹ 25.71	₹ 25.71	₹ 24.47	₹ 30.00	₹ 24.28	₹ 10.57	₹ 24.28
JK	₹ 25.71	₹ 25.71	₹ 24.47	₹ 30.00	₹ 24.28	₹ 24.28	₹ 10.57

APEX PER KG RATE						
Apex	West	North	South	East	North East	JK
West	₹ 37.02	₹ 42.56	₹ 42.41	₹ 60.63	₹ 69.57	₹ 79.43
North	₹ 42.41	₹ 37.17	₹ 42.41	₹ 44.24	₹ 63.15	₹ 59.60
South	₹ 42.41	₹ 42.56	₹ 37.02	₹ 69.57	₹ 75.88	₹ 86.08
East	₹ 60.63	₹ 44.39	₹ 69.57	₹ 35.42	₹ 56.97	₹ 69.57
North East	₹ 69.57	₹ 63.30	₹ 75.88	₹ 56.97	₹ 37.94	₹ 75.88
JK	₹ 79.43	₹ 59.75	₹ 86.08	₹ 69.57	₹ 75.88	₹ 37.02

Minimum Chargeable Weight 7 kgs FOR APEX / SURFACE

Fuel Surcharge Apex and DP: company has adopted a Fuel Surcharge computation

method for Domestic Services based on the Brent Index updated on the site of ENERGY INFORMATION ADMINISTRATION of the US Government.

The applicable Fuel Surcharge would be as per given here under:

DP & APEX FUEL MECHANISM

Effective, the minimum Fuel Surcharge would be at 50% up to \$60 per barrel and thereafter for every \$1 fluctuation in the Brent crude price, the Fuel Surcharge would be adjusted by 0.4%.

The applicable Fuel Surcharge would be as per given here under:	
Brent \$/BBL	FUEL SURCHARGE APPLICABLE
<=60	50.00%
<=61	50.40%
<=62	50.80%
<=63	51.20%
<=64	51.60%
<=65	52.00%

Fuel Surcharge & Currency Adjustment Factor will be charged on add on charges as applicable.

Currency Adjustment Factor: (CAF) Nil for Apex, Surface, and DP

Diesel based fuel mechanism for surface products.

Base rate of Diesel – Rs 88/-