**AGREEMENT**

This Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_, is made by and between:

**4PL SCM Technologies Pvt Ltd .**, a company incorporated under the provision of Companies Act 1956 and validly existing under The Companies Act, 2013 and having its registered office at 3rd Floor, Plot 10, LSC 2, Near DAV School, Sector 6 Dwarka, New Delhi - 110075 (**CIN No.: U63030DL2019PTC352432**) (herein referred to as **“WAREHOUSITY”**, which expression shall, unless repugnant to the context thereof, mean and include its successors and assignees) of the **FIRST PART**

**AND**

***[Insert Name of Service Provider]****,* (PAN No……………………., CIN No…………..………) a company incorporated under the provisions of the *[Insert Name of Country of Registration]* and having its registered office at *[Insert Address]* (hereinafter referred to as ‘**Service Provider**’ which expression shall unless repugnant to the subject or context mean and include its successors, permitted assigns and administrators);

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **DEFINITIONS**
   1. **“Warehouse Location or Location”** shall mean the locations as notified by WAREHOUSITY where the Goods have to be stored.
   2. **“Delivery Location”** shall mean the locations as notified by Warehousity, where the Goods have to be delivered;
   3. **“FIFO”** shall mean first in first out;
   4. **“Goods**” shall include all material coming into the warehouse;
   5. “**GRN**” shall mean goods receipt note
   6. “**KPI**” shall mean key performance indicator as detailed in **Schedule A of the SOW**;
   7. “**Notified Location**” shall mean supplier’s location and such other locations as specified by Warehousity from time to time;
   8. “**Site Executive**” shall mean the Warehouse executive appointed by the Service Provider;
   9. “**Site In-charge**” shall mean the Warehouse in-charge appointed by the Service Provider;
   10. “**Security Guard**” shall mean the Warehouse security guard appointed by the Service Provider; if applicable
   11. “**Security Supervisor**” shall mean the Warehouse security supervisor appointed by the Service Provider; if applicable
   12. “**SOP**” shall mean standard operating procedure;
   13. “**Warehouse**” shall mean the warehouse situated at the address as mentioned in the respective SOW / PO / Work Order (defined hereinafter).
2. **SCOPE OF SERVICES AND OBLIGATIONS OF THE SERVICE PROVIDER**
   1. During the term and subject to the terms & conditions of the Agreement of this agreement, the Service Provider agrees to provide the Services for the duration and in the manner as more specifically mentioned in the Statement of Work (“**SOW**”). For each Request For Quotation (“**RFQ**”) or mandate that WAREHOUSITY agrees to undertake with Service Provider, and WAREHOUSITY, which shall be availing the services from the Service Provider, will prepare and execute a SOW in writing, describing the particulars, Warehouses, fees and expenses applicable to the Services and any other project or mandate-specific arrangements. All the terms and conditions of this Agreement shall be applicable to such SOW.
   2. The Services will be subject to the terms and conditions of this Agreement and the applicable SOW between WAREHOUSITY and Service Provider, from time to time. In addition to the services, functions and responsibilities as specified above, the Service shall deem to include all activities, functions, necessary responsibilities and obligations for the proper provision of, incidental or ancillary or customarily included as part of the Services.
   3. It is expressly agreed that WAREHOUSITY shall, at all time, be at liberty to engage any other person in addition or substitution to the Service Provider for the Services without reference to the Service Provider and in respect thereof WAREHOUSITY shall not be liable to pay any compensation to the Service Provider.
   4. Warehousity may also deploy a resource who may sit in the warehouse as per the need. Service provider shall allow the warehousity resource to access the facility with a proper sitting arrangement available in the warehouse office.
3. **ROLES AND RESPONSIBILITIES OF THE PARTIES**

The roles and responsibilities of the parties shall be specified and governed by the Statement of Work as executed between the parties.

1. **PAYMENT OF FEES AND EXPENSES**

4.1 In consideration for the Services to be provided by the Service Provider in conformity with the terms and conditions contained in this Agreement, WAREHOUSITY shall pay such fees and charges to the Service Provider, as mutually agreed between the Service Provider and WAREHOUSITY in writing (the ‘**Fees**’) as more particularly laid out in the SOW**.**

4.2 WAREHOUSITY shall release the payments, in accordance with **SOW** and subject to deduction of all taxes including in the nature of income tax, which are in force for the time being.

4.3 The Service Provider acknowledges and confirms that the payment of the Fees is subject to the Service Provider registering on the Goods and Services Tax Network, or GSTN. The Service Provider shall ensure timely issue of documents such as invoices, declaration forms / E-Waybills, reporting, uploading, etc.; undertaking appropriate statutory compliances as may be applicable; timely payment of GST (Central GST, State GST, IGST or any other tax applicable under GST regime); and filing of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by WAREHOUSITY.

4.4 **Loss of Input Credit:** In case of any failure in timely depositing of GST/any other statutory tax by the Service Provider; any loss of input credit or short payment of tax or any interest/penalties/legal fees/any other charges, as may be applicable and borne by WAREHOUSITY, shall be indemnified and compensated by the Service Provider to WAREHOUSITY. Further, WAREHOUSITY shall have the right to set off, any claim or sum owned by the Service Provider to WAREHOUSITY against a payment due to the Service Provider in terms of this Agreement or any other agreement. The Service Provider shall maintain all records and reports in accordance with the applicable laws and provide copy thereof, as and when required by WAREHOUSITY.

4.5 The Service Provider is solely responsible and liable for payment of all and any costs and liabilities associated with the employment of its employees, deducting and contributing on time, to the relevant government funds, all statutory deduction and contribution amounts including but not limited to salary, income tax, provident fund contributions, insurance and workmen’s compensation and shall bear all statutory costs and liabilities in respect of the personnel deployed.

4.6 The Parties agree that, any undisputed sum owned by the Service Provider to WAREHOUSITY may be set off against any payments due to the Service Provider under this Agreement.

1. **PENALTIES**
   1. The performance of Service Provider shall be governed on the basis of the KPI score as detailed in **SOW**. Imposition of penalty will be at WAREHOUSITY’s discretion.
   2. If the Service Provider is unable to achieve the KPI score, it shall be liable to pay penalty as per **SOW**, imposition of penalty will be at WAREHOUSITY’s discretion. Further, WAREHOUSITY shall be at liberty to undertake the work/Services through any other service provider and in such an event, the extra expenses incurred by WAREHOUSITY, shall be recovered from the Service Provider along with 15% additional debit towards administrative charges.
   3. In case the Goods are short / damaged in the warehouse, short supplied from the warehouse or supplied in a damaged condition from the Warehouse or at the Delivery Locations, the debit note raised by WAREHOUSITY on the Service Provider shall be as follows:
2. For the goods shortages at the warehouse, the penalty would be the Goods’ net dealer price plus applicable local taxes (“**NDP**”), for each such damaged or short Goods plus an additional debit of 15% to cover freight, administrative and other incidental expenses (collectively “**Incidental Costs**”);
3. for short supplied Goods and/or irreparably damaged Goods, the penalty would be the Goods’ net dealer price plus applicable local taxes (“**NDP**”), for each such damaged or short supplied Good plus an additional debit of 15% to cover freight, administrative and other incidental expenses (collectively “**Incidental Costs**”); and
4. for Goods that are partially damaged, the penalty would be the actual damage as assessed by WAREHOUSITY’s representative plus Incidental Costs.
   1. WAREHOUSITY’s decision with respect to this Clause 5 shall be final and binding on the Service Provider. It is hereby clarified that in case of Goods lost or damaged due to any Special Event (defined below), provisions of Clause 11 below will apply.
5. **NON-SOLICITATION OF CUSTOMERS:**

Service Provider’ acknowledges that in the course of providing Services to WAREHOUSITY, Service Provider may come in contact and become aware of WAREHOUSITY’s customers and the representatives of those customers, their names and addresses, specific customer needs and requirements, and leads and references to prospective customers.

* 1. The Service Provider agrees that he will not directly or indirectly solicit, attempt to solicit, or assist others in soliciting or attempting to solicit any customer that Service Provider manages on behalf of WAREHOUSITY, at any time during the term of its association with Warehousity or till two years following the termination of such association.
  2. This restriction shall also apply, to the potential customers which have been introduced to the Service Provider for the potential business.
  3. For the purposes of this paragraph, “Contact” means interaction between Service Provider and the existing customer or former customer which takes place to further their business relationship with WAREHOUSITY, and occurs in the course of handling / managing logistics operations of these customers on behalf of WAREHOUSITY.

1. **DISPLAY BOARD**

Service Provider shall necessarily display WAREHOUSITY’s sign board, as per WAREHOUSITY’s specifications, at a prominent place in the warehouse premises for public view clearly mentioning that the Goods stores/stocked in the Warehouse are the property of WAREHOUSITY / Customers’ of Warehousity and ownership vests with WAREHOUSITY; Service Provider is only custodian of the Goods.

1. **OWNERSHIP AND LIABILITY FOR LOSS OR DAMAGE OF GOODS**

The constructive possession and ownership of all Goods transported/consigned to / from notified warehouse managed by Service Provider shall always remain with WAREHOUSITY in whatever position the Goods are either on transit or stored/stocked in the Warehouse or dispatch to or from any third party as per direction of WAREHOUSITY. Service Provider shall not have any lien on any such Goods at any point of time for any reason whatsoever. The Service Provider agrees and accepts that He / his employee / agents / workers / assigns will not create any situation whatsoever, to hold the goods at any time for any reasons whatsoever.

In the event of a dispute between the service provider and the land lord of the warehouse, for any reason whatsoever, the service provider agrees to transfer his rights in the warehouse to Warehousity to facilitate Warehousity with the land lord to take its material out of the warehouse and coordinate with the land lord directly.

1. **CUSTODIAN**

The Service Provider shall act as the custodian of the Goods and assets of WAREHOUSITY / Its customers, stored in the said Warehouse. The safety and security of all Goods and assets shall form an integral responsibility of the Service Provider. The ownership of the Goods stored in the Warehouse will always be of WAREHOUSITY / Its customer. At no point in time shall the Service Provider have any lien for any reason whatsoever, in goods / assets of Warehousity / Its customer.

1. **SHORTAGE AND DAMAGE RECONCILIATION**
   1. The Service Provider shall:
2. inspect the Goods given for transportation, for any shortage and/or damage prior to leaving the Notified Location and inform WAREHOUSITY immediately of any discrepancy;
3. inspect the Goods at the Delivery Location at the time of delivery for any shortage and/or damage. Record any discrepancy in the format provided by WAREHOUSITY and have it signed by the authorized person taking the delivery and send this report to WAREHOUSITY at the earliest for reconciliation as per the process mentioned in SOW; and
4. ensure that the damaged Goods are returned as per WAREHOUSITY’s instructions.
5. follow the procedure laid out in **SOW**.
6. **GOODS DAMAGED OR LOST UNDER SPECIAL CIRCUMSTANCES** 
   1. The Service Provider shall be accountable for the goods inventory stored in the warehouse at all times. If any shortage is caused to Goods stored in the Warehouse due to any reason whatsoever then the Service Provider shall be liable to compensate for such loss of value. Any excess material, however, would be accounted for by WAREHOUSITY without any credit to the Service Provider and would not be taken to net off the inventory.
   2. If the Goods are lost and/or damaged under certain special circumstances like Vehicle hijacking, theft, burglary, accidents and uncontrollable circumstances like fire (collectively, the “**Special Events**”), the following provisions shall apply
      1. The NDP of the Goods lost and/or damaged, plus Incidental Costs as provided in Clause 5 above shall be immediately claimed by WAREHOUSITY via debit note raised on the Service Provider and adjusted against any current or future payments due to the Service Provider for provision of Services;
      2. WAREHOUSITY/Its customer shall raise insurance claim for the Goods lost and/or damaged as per its applicable insurance policy, provided it receives all the necessary documentation and provided all the actions required by the Service Provider as detailed out in **SOW** are timely taken;
      3. WAREHOUSITY shall reimburse the Service Provider for the amount debited and adjusted against its payment, if and to the extent, it/its customer receives the claimed amount from the insurance company. It is hereby clarified that no reimbursement shall be made by WAREHOUSITY to the Service Provider if WAREHOUSITY’s claim is rejected by the insurance company. It is further clarified that the insurance claim received, less any amount incurred by WAREHOUSITY for making the insurance claim shall be given to the Service Provider;
      4. If the Service Provider fails to provide any document or take any action as per **SOW,** within the specified time period or as required for claim processing by insurance company or six (6) months of the event (whichever is earlier) resulting in loss and/or damage of the Goods, it shall lose the right to any reimbursement of the amount debited and adjusted against its payment by WAREHOUSITY, whether or not WAREHOUSITY receives any amount claimed from the insurance company; and
      5. Further details provided in **SOW**, shall apply.
7. **REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER**
   1. The Service Provider warrants and represents to WAREHOUSITY that:
      1. it has full capacity and authority to perform the Services and transact on the Warehousity Website / technology tools and it has the necessary infrastructure to duly perform the Services under the Agreement;
      2. there are no actions, suits or proceedings or regulatory investigations pending, or to the Service Provider’s knowledge, threatened against the Service Provider or any of its affiliates that might be reasonably expected to have an adverse effect on the ability of the Service Provider to meet and carry out its obligations under the Agreement;
      3. it shall ensure that the Services are performed in accordance with applicable law and best industry practice. The Service Provider shall be solely liable for compliances of all applicable laws including labour welfare legislations and shall maintain all statutory registers, books and records, etc.;
      4. it shall ensure that the Services are performed in accordance with the SOW and SOP/ the instructions, specifications, procedures, standards, guidelines and time frame, if any, as issued from time to time, by WAREHOUSITY;
      5. it shall perform the Services under this Agreement in such manner which will not adversely affect the reputation and goodwill of WAREHOUSITY/Its customers, its business associates or affiliates; and
      6. it shall be solely responsible for its corporate and personal taxes if any, and shall indemnify and hold harmless WAREHOUSITY for any liability, whatsoever, in this connection. The Service Provider shall be fully responsible and liable to compensate WAREHOUSITY for any loss of property and/or equipment attributed to the Service Provider’s personnel on duty, during the term of this Agreement.
8. **INSURANCE:**

Service Provider shall adequately insure the building, construction and any assets deployed by the service provider from any and all damages whatsoever, including but not limited to Fire, Earthquake, Flood, Burglary, Accident, Material Handling caused by any reason whatsoever. The responsibility of insuring the goods stored inside the warehouse shall be of WAREHOUSITY customers / WAREHOUSITY. In case of any eventuality, the Service Provider’s will provide the unfettered support to WAREHOUSITY / Its customer with all documentation including Police FIRs and certificate of facts to file insurance claim by WAREHOUSITY / Its customers.

1. **INDEMNITY**
   1. The Service Provider hereby undertakes and agrees to indemnify and keep WAREHOUSITY and its directors, employees, officers, advisors, agents, customers, related entities and its representatives (collectively referred to as “**Representatives**”) indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses (including reasonable attorney’s fees) arising as a consequence of:
   2. any wrongful or negligent act or omission of the Service Provider and/or its Representatives during and relating to the Services provided under this Agreement or any noncompliance by the Service Provider of the applicable laws;
   3. any act of omission of the Service Provider and/or its Representatives leading to a loss or damage of WAREHOUSITY’s goods, which will mean the Goods stored at the concerned Warehouse on behalf of Warehousity’s customers;

any act of omission or commission of the Service Provider and/or its Representatives leading to a business or consequential loss to WAREHOUSITY/Its customers, including in the event the service provider turns insolvent;

* 1. any act of failure in payment of statutory dues or any statutory compliance by the Service Provider or any of its customers resulting into locking down of the warehouse premises and thereby causing business loss to Warehousity or any of its customers;
  2. any act of failure in payment to its employees/creditors including the land lord of the warehouse by the Service Provider resulting into locking down of the warehouse premises and thereby causing business loss to Warehousity or any of its customers;
  3. any breach of the Service Provider’s obligations under this Agreement including, without limitation, any breach concerning representation or warranties made or given by the Service Provider and/ or its Representatives;
  4. any claims against WAREHOUSITY by any person deployed by the Service Provider, for performance of Services including but not limited to the claims under the Workmen Compensation Act, 1923, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees’ Provident Fund and Miscellaneous Provisions Act, 1952, the Payment of Gratuity Act, 1972, the Minimum Wages Act, 1948 or the Employees State Insurance Act, 1948, each as amended;
  5. any damages for bodily injury including death, and damage to real property and tangible personal property caused directly or indirectly by the Service Provider or its Representatives.
  6. any claim or action arising from any injury or bodily harm including death, accident suffered or caused by the Service Provider’s Representatives during the course of delivery of the Services;
  7. any claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the Service Provider’s failure to comply with applicable law; or
  8. any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omissions or commissions of the Service Provider’s Representatives.

The Service Provider acknowledges that monetary claim towards the damages may not be an adequate remedy for breach of this Clause and therefore the service provider agree that WAREHOUSITY/Its customer shall be entitled to seek injunctive relief.

* 1. If a claim is brought by a third party against WAREHOUSITY and its Representatives, for which indemnification is expressly provided by the Service Provider under this Agreement or the SOW, WAREHOUSITY shall notify the Service Provider promptly in writing of any such claim and subject to WAREHOUSITY being reasonably satisfied with the Service Provider’s conduct of the defense to such claim and the relevant documentary proofs, WAREHOUSITY shall:

1. allow the Service Provider to conduct, at the Service Provider’s expense, any litigation and negotiations for a settlement of the claim; and
2. at the request and expense of the Service Provider, provide the Service Provider with all reasonable assistance required by the Service Provider in support of any such defense or action, provided always that the Service Provider shall not admit or settle any such claim without the prior written consent of WAREHOUSITY.
   1. If the Service Provider assumes the defense of the claim set out in Clause 14.2 above, the Service Provider shall:
3. promptly and in any event within a period of 15 (fifteen) days of notification to it by WAREHOUSITY as set out in Clause 14.2, notify WAREHOUSITY that it has assumed such defense;
4. at all times have regard for the interests and reputation of WAREHOUSITY/Its customers;
5. consult and keep WAREHOUSITY informed in relation to any negotiations, settlement or litigation;
6. not admit or settle any such claim without the express prior written consent of WAREHOUSITY.
   1. If the Service Provider does not assume the defense of the claim in accordance with Clause 14.2, WAREHOUSITY/Its customer may defend the claim in such manner as it may deem appropriate, and the Service Provider shall indemnify WAREHOUSITY in relation to such claim and associated costs.
7. **CONFIDENTIALITY**
   1. The Service Provider agrees that certain information, including, but not limited to, this Agreement, information, data and other materials relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, manufacturing processes, financing methods, plans or the business and affairs of WAREHOUSITY and/ or its affiliates/customers, whether disclosed orally or in written, constitute proprietary confidential information and trade secrets. Accordingly, the Service Provider will not at any time during the term of this Agreement or after its closure, disclose or use for their own benefit or purposes or the benefit or purposes of any other person, such proprietary confidential information or trade secrets. The Service Provider agrees that upon termination of this Agreement for any reason, it will immediately return to WAREHOUSITY all specifications, memoranda, books, papers, plans, information, letters and other data, and all copies thereof, which in any way relate to the business of WAREHOUSITY and/or its affiliates.
   2. The Service Provider further agrees that it will not retain or use for its own account at any time any trade names, trademark, service marks or other proprietary business marks used or owned in connection with the business of WAREHOUSITY or any of its affiliates.
   3. Service Provider shall not take out any press release or do other publicity of any nature regarding this Agreement or its association with WAREHOUSITY/Its customer, without prior written approval of WAREHOUSITY.
   4. The provisions of this Clause shall not prohibit disclosure or use of confidential information if and to the extent:
8. it is necessary for the provision or receipt of the Services, or performance of its obligations under the Agreement and SOW;
9. it is required by law, any governmental authority or for the purpose of any judicial proceedings arising out of the Agreement and SOW;
10. it becomes publicly available (other than as a result of a breach of an obligation of confidentiality);

provided that, except where prohibited by applicable law, prior to disclosure of any confidential information pursuant to sub-clauses (ii) above, the Service Provider shall promptly notify WAREHOUSITY of such requirement with a view to providing WAREHOUSITY/Its customer with the opportunity to contest such disclosure or otherwise to agree the timing and content of such disclosure.

* 1. The Service Provider acknowledges that damages may not be an adequate remedy for breach of this Clause and therefore agree that WAREHOUSITY/Its customer shall be entitled to seek injunctive relief for any breach of this Clause.

1. **RECORDS AND INSPECTION:**
   1. The Service Provider shall maintain all records and reports in accordance with the applicable laws and provide copy thereof, as and when required by WAREHOUSITY. The Service Provider shall, upon reasonable notice in writing from WAREHOUSITY, allow WAREHOUSITY through its management, its auditors, and/or other regulators the opportunity of inspecting, examining and auditing records, data and other documents stored by the Service Provider pertaining to the Services. The Service Provider shall provide all the support and assistance required by WAREHOUSITY for this purpose, including availability of its personnel to answer any issue related to such review and defect, if any, as may be pointed out to the Service Provider, which the Service Provider shall immediately rectify. The Service Provider shall provide MIS reports and other statements/compliance records to WAREHOUSITY, in the format and frequency as specified by WAREHOUSITY.
2. **FORCE MAJEURE**
   1. Neither WAREHOUSITY nor the Service Provider shall be responsible to the other for delays or failures in performance resulting from acts beyond its control, which shall include, any act of God; confiscation or expropriation, embargo, orders or restrictions; insurrection, riots or civil disorder; war, warlike conditions or military operations; or national emergency, acts of terrorism, fire, explosion or industrial action, pandemic, lockdown etc. (collectively, “**Force Majeure Event**”) but each Party shall use its best endeavors to minimize such delays.
   2. Where a Party’s ability to meet its obligations under this Agreement is adversely affected by a Force Majeure Event, it shall immediately notify the other Party of that circumstance, and shall provide its best estimate of the extent and duration of such adverse effect. In the event a party’s ability to meet its obligations under this Agreement are adversely affected on account of Force Majeure event, it shall not be entitled to seek reciprocal performance by the second party of any of its obligation in that regard. For the sake of clarity, it is agreed that Warehousity will not be liable to make payment towards storage of goods in the duration the service provider is unable to perform its obligations on account of a Force Majeure event.
3. **TERM AND TERMINATION**
   1. **TERM**
      1. Each SOW executed pursuant to this Agreement shall be effective from the date of commencement of Services under such SOW and shall continue in effect until the completion of such Services, in accordance with applicable SOW.
   2. **TERMINATION**
      1. WAREHOUSITY shall have the right to terminate this Agreement with immediate effect, in case of occurrence of the following events:
4. any change of control of the Service Provider which includes a change in the structure, constitution, control or management for any reasons whatsoever;
5. dissolution, non-operation, liquidation (voluntary or otherwise) or any bankruptcy proceedings against the Service Provider, or if Service Provider acts in a manner prejudicial to WAREHOUSITY’s interest;
6. failure of the Service Provider to obtain or maintain any license or suspension or revocation of any license necessary (if any) for providing the Services;
7. if the Service Provider or its agents, associates, workers or employees commit any misconduct, lacking in good faith, fraud, cheating, theft, misappropriation and the like and if the same is not cured by the Service Provider within fifteen (15) days of receipt of notice from WAREHOUSITY;
8. in the event of any lawful authority ordering WAREHOUSITY to terminate this Agreement; or
9. in the event of any breach of this Agreement by the Service Provider if such breach is not cured within thirty (30) days of receipt of notice from WAREHOUSITY.
   * 1. Notwithstanding the above, this Agreement entirely or any part thereof, or any specific SOW, may be terminated by WAREHOUSITY without assigning any reason by giving a thirty (30) days prior notice in writing to the Service Provider.
     2. The expiry or earlier termination of this Agreement shall not relieve the Parties of obligations, that by their nature should survive the expiry or termination, including Clauses 6,7,8, 9, 10, 11, 13, 14 and 15, provided, however, that the obligations relating to confidentiality shall only survive for a period of Five year from the date of termination and Non-compete / Poaching shall only survive for a period of Two year from the date of termination.
10. **GOVERNING LAW AND DISPUTE RESOLUTION**
    1. This Agreement and the documents to be entered into pursuant to it shall be governed by and construed in accordance with the laws of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of New Delhi.
    2. The Parties shall endeavour to settle any dispute arising in connection with the interpretation, performance, or otherwise in connection with this Agreement through friendly consultations and negotiations. If no settlement is reached between the Parties through friendly consultations and negotiations, the matter shall be settled by arbitration.
    3. The dispute shall be settled under the Arbitration and Conciliation Act, 1996, by referring it to a sole arbitrator nominated by both the parties mutually. In case both the party fails to agree upon on a sole arbitrator, both the party can appoint one arbitrator each who in turn can appoint the 3rd arbitrator. The arbitration proceedings shall be conducted in English at New Delhi. The award given by such arbitrator shall be final and binding on the Parties.
11. **TRADEMARKS, SERVICE MARKS AND COPYRIGHT**
    1. This Agreement does not constitute a trademark or service mark license. The Service Provider acknowledges that:
       1. the trademark and trade name 'WAREHOUSITY', and all trademarks derived from it, and the trademarks used in association with WAREHOUSITY’s products or Any of its customers (‘**Trademarks**’) are the exclusive property of WAREHOUSITY or its affiliated bodies / customers; and
       2. The Service Provider is not entitled, either by implication or otherwise, to use the Trademarks, except in accordance with the express written permission of WAREHOUSITY personnel of a position no less than the Director. Such permission is to be given or withheld at the sole discretion of WAREHOUSITY.
       3. Except as otherwise agreed to by Parties in writing, the Service Provider acknowledges that all right, title and interest, including all intellectual property rights, in and to all methods, inventions, discoveries, designs, works, materials, software source, executable or object code, documentation, methods, apparatus, systems, reports and documents (‘Works’) and the like developed or created by the Service Provider in the course of the performance of this Agreement have been specifically ordered and commissioned by WAREHOUSITY and shall be the property of WAREHOUSITY. The Service Provider understands that the Works shall be deemed to be ‘works-made-for-hire’ for WAREHOUSITY for copyright purposes.
12. **MISCELLANEOUS**
    1. Paragraph headings are for convenience only and shall not be a part of the terms and conditions of this Agreement.
    2. The failure or delay by the Parties in exercising any right, power or remedy of that Party under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
    3. If any term or provision of this Agreement is declared as invalid, the remaining terms and provisions of this Agreement shall remain unimpaired and will remain in full force and effect.
    4. This Agreement along with the SOW constitutes the entire agreement between the parties with respect to the matters referred to herein, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof except the Agreement of the WAREHOUSITY portal.

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to execute two originals of this Agreement, effective as of the date first above written.

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| SIGNED AND DELIVERED by the within named **Warehousity**, by its Authorized Signatory  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) | SIGNED AND DELIVERED by the within named Service Provider, [•]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) |

Date:………………………