



SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("**Agreement**") is entered between:

YOURGUY CONCIERGE PRIVATE LIMITED, a company incorporated in India and having address at 601, Trade Avenue Building, Suren Road, Chakla, Andheri (E), Mumbai – 400093 (hereinafter referred to as the "**YourGuy**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**; and

You accept to be hereinafter referred to as the "**Customer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

YourGuy and the Customer are collectively referred to as the "**Parties**" and individually as a "**Party**".

The Customer is desirous of availing the Services (*as defined below*) from YourGuy pursuant to the following mutually agreed terms and conditions:

1. ARRANGEMENT

The Customer appoints YourGuy and YourGuy accepts such appointment as an independent service provider on a non-exclusive basis to provide services to the Customer as specified in **Annexure I** ("**Services**"). YourGuy may utilize sub-contractors to perform the Services and/or use various modes of transport whether public or private, at its sole and absolute discretion.

Without limiting the foregoing, YourGuy shall be under no obligation to provide any services that YourGuy has not expressly agreed to provide under this Agreement in writing.

2. CO-OPERATION OF THE CUSTOMER

The Customer acknowledges that YourGuy's ability to provide the Services as contemplated in this Agreement is subject to any assumptions specified in this Agreement and depends upon the proper fulfilment by the Customer of Customer's obligations under this Agreement.

The Customer shall provide YourGuy with such of information as YourGuy may reasonably require in order to perform the Services. The Customer represents and warrants that nothing provided by the Customer will infringe the Intellectual Property Rights or any other rights of any third parties.

The Customer shall ensure that the courier packages, including their packaging, can withstand a short drop and the normal rigours of carriage and handling.

The Customer shall ensure that it does not ship goods which are dangerous in nature or are prohibited or restricted under applicable laws.



YourGuy may require approvals, acceptances, reviews and clarifications from the Customer during various stages of performance of the Services or this Agreement and thus delays in providing these approvals, acceptances, reviews, and clarifications may result in a review/revision of the scheduled timelines and/or Fees and other costs.

YourGuy takes reasonable care to deliver the orders/goods/packages to the intended recipient, however, it shall not be held responsible for any wrong delivery of the orders/goods/packages based on the address given by the Customer or if any person imposes/impersonates to be the actual recipient and takes delivery of the orders/goods/packages.

3. FEES AND TAXES

The Customer shall pay YourGuy the fees as specified in the **Annexure II ("Fees")**. The mode, manner and other payment terms are provided in **Annexure II**.

If the Customer cancels any scheduled Services, then YourGuy may charge the Customer, and the Customer shall pay YourGuy the estimated fees for those Services that, but for the cancellation, YourGuy would have provided.

The Customer shall be solely responsible for all applicable taxes and such similar levies and impositions payable in respect of or arising out of or in connection with this Agreement.

4. REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS

The Customer represents and warrants to YourGuy that: (a) It is an entity duly established, validly existing and is in good standing under the laws of India; (b) It has all necessary corporate power and authority to enter into this Agreement and/or to perform all the obligations to be performed by it hereunder, as the case may be; (c) The persons signing this Agreement on behalf of such Party has the authority to so sign and execute it on behalf of the Party for whom he is signing so as to create binding obligations on such Party; (d) The execution and delivery of this Agreement and the fulfilment of and compliance with the terms and conditions hereof, do not (i) violate any applicable Laws, judicial or administrative order, award, judgment or decree applicable to it, or (ii) conflict with the terms, conditions or provisions of its constitutive documents or any other contractual obligations or regulations; and (e) This Agreement constitutes its valid and legally binding obligation and will be enforceable in accordance with its terms.

The Customer agrees that if it provides any information that is untrue, inaccurate, not current or incomplete or if YourGuy has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Agreement, then YourGuy shall be entitled to indefinitely suspend or terminate the Services.

The Parties note that this Agreement is only a services agreement and no license or sale of whatsoever nature in respect of the Intellectual Property Rights or other proprietary rights of YourGuy is granted or made and all rights to the Intellectual Property Rights or other proprietary rights of YourGuy shall solely vest in YourGuy.

The Services are provided on an 'as is, where is' basis and YourGuy expressly disclaims any and all warranties of any kind or nature, whether expressed, implied or statutory.



The term “Intellectual Property Rights” shall mean and include all trade secrets, know-how, technical information, commercial and financial data, copyright, designs, inventions, patents, service marks, trademarks (in each case, whether registered or arising at common law, or its overseas equivalent) and all other industrial or intellectual property rights (whether registered or not).

YourGuy does not guarantee or take responsibility in any manner in respect of the delivery of the consignment under the terms of this Agreement.

The delivery of the consignment will be subject to the terms of delivery of YourGuy as applicable at the relevant time.

5. INDEMNIFICATION

The Customer shall fully indemnify, defend, and hold YourGuy including its representatives harmless from and against any liabilities, claims or demands relating to or may result from any breach of its obligations under this Agreement or from any third party claim.

Notwithstanding any other provision of this Agreement, YourGuy’s total, cumulative and aggregate liability arising under this Agreement or towards the Customer or its representatives shall not exceed the total amount of the Fees received by YourGuy from the Customer for that particular part/portion of the Service or Rs. [500]/- (Rupees five hundred)), whichever is higher, whether YourGuy’s liability is based in contract, tort, equity, at law, and/or otherwise, howsoever arising.

YourGuy shall not, in any manner, be held liable for any loss or damage the reasons of which are attributable to the Customer.

This limitation of liability provision applies regardless of whether YourGuy has been advised of the possibility of, or could have foreseen, any damages.

The Customer understands and agrees that the foregoing limitation of liability is an agreed allocation of risk and an essential and integral part of this Agreement. The Customer understands and agrees that without its agreement to this limitation of liability provisions, YourGuy would not have provided the Services to the Customer.

6. FORCE MAJEURE

Neither Party shall be liable to the other nor shall be in default if such Party is adversely affected due to circumstances beyond its reasonable control such as applicable laws, natural calamities, acts of God, threat of wars, riots, strikes, acts of Government, shortages of materials, industrial emergencies, excessive traffic etc.

7. TERM AND TERMINATION

This Agreement shall become effective as of the Effective Date and shall continue for an initial term up to 1 (one) year and shall be subject to automatic renewal on year to year basis, unless sooner terminated in accordance with the terms of this Agreement (“**Term**”). If a Party does not wish to renew the term of this Agreement, then such Party shall send a prior written notice to the other Party at least sixty (60) days before the expiry of the then-current Term stating that it does not wish to renew the term of this Agreement.



In case of breach of any of the terms of this Agreement, the non-defaulting Party shall give notice to the defaulting Party. If the defaulting Party fails to cure the breach within thirty (30) days of receipt of notice of default, the non-defaulting Party shall have right to immediately terminate this Agreement.

In the event of termination or expiry of the Agreement, as the case may be, YourGuy shall cease all further work/services in respect of this Agreement. YourGuy shall be entitled to receive from the Customer all Fees and all other amounts due up till the date of termination or expiry.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of India. All disputes under this Agreement shall be referred to arbitration by sole arbitrator mutually appointed by the Parties. The proceedings of such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 (as amended from time to time) and shall be held at Mumbai. The Parties shall be entitled to apply to the competent courts for interim or interlocutory relief in respect of such arbitration. Subject to the above, competent courts in Mumbai shall have exclusive jurisdiction over any of the disputes arising out of or in connection with this Agreement.

9. GENERAL

Each Party shall comply with applicable laws. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior arrangements between the Parties regarding such subject matter. This Agreement is on principal to principal basis. This Agreement does not create any agency or partnership or joint venture relationship between the Parties. The Customer agrees that during the Term and for a period of two (2) years thereafter it shall not, directly or indirectly: a) attempt to recruit or engage or discuss employment with any employee or associate of YourGuy; or b) induce any associate of YourGuy to terminate his/her relationship with YourGuy. This Agreement is on non-exclusive basis and YourGuy may enter into similar agreements with any other party(ies). The Customer shall not assign or transfer any of its rights and liabilities to any third party. No failure on the part of YourGuy to exercise or delay in exercising any of its rights will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right. This Agreement shall be altered, modified or supplemented only in writing and when duly signed by both the Parties. Any notices/ communication to be given by a Party to the other shall be sent by registered letter or email to the other Party at the address/email ID last notified by such Party. If any part of this Agreement is unenforceable because of any rule of law, public policy or for any other reason, such unenforceable provision shall be severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. The provisions of this Agreement which by its nature survives shall survive the expiration or termination of this Agreement