**FRANCHISE AGREEMENT**

This Franchise Agreement (hereinafter referred to as ‘the **Agreement’**) is made and entered into on this 31th Day of January 2021.

**BETWEEN**

**eCourier Limited,** a company registered under The Companies Act 1994, having its registered office located at House: 55/B, Road: 21, Banani, Dhaka-1206, Bangladesh (hereinafter referred to as ‘**eCourier’** or ‘**Franchisor’**, which expression shall, unless repugnant to the context and contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrators and assigns), of the ONE PART;

**AND**

**Hirok Enterprise** having its registered office located at **Abdullah Plaza, Komola Super Market, Alaipur, Natore.** ( hereinafter referred to as **“Franchisee”**, which expression shall, unless repugnant to the context and contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrators and assigns), of the OTHER PART.

eCourier and Franchisee are hereinafter individually referred to as a “Party” or collectively as the “Parties”.

WHEREAS, eCourier is a logistics service provider which provides last mile delivery and cash collection service throughout the country.

AND WHEREAS, eCourier is willing to appoint a franchisee in **Natore District** (hereinafter referred to as the **“ZONE”**) who will ensure last mile delivery and cash collection in there on behalf of eCourier.

AND WHEREAS, **Hirok Enterprise** has expressed its interest in becoming the representative of eCourier in the Zone and eCourier has agreed to appoint it as its Franchisee for the Zone.

NOW WHEREFORE, in consideration of the mutual covenants and obligations by the parties thereto, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE**

The purpose of this Agreement is to assign a Franchisee of eCourier in the Zone who will manage Courier Service Operation Center (CSOC) on behalf of and under the brand name of eCourier in that Zone. The managing includes, but not limited to, ensuring last mile delivery of packages inside the Zone, collecting cash against the delivered packages, depositing the collected cash in the account of eCourier, picking up packages against delivery orders originated inside the Zone and sending them to eCourier or any of its representatives as instructed by eCourier.

1. **ELIGIBILITY**

Franchisee must meet the following criteria:

* 1. Must be a registered business entity under the prevailing law of the government.
  2. Must have financial solvency.
  3. Must have a proven track of operating similar or relevant category of business.
  4. Must have valid documents to authenticate personal and business identity of the Franchisee.
  5. Must have an office in the zone appropriate to handle volume of business in the zone.
  6. Must deposit the prevailing amount of Franchisee fee and security deposit set by eCourier for the zone.
  7. Must be familiar with internet, computer, and smart phone usage.

1. **TERRITORY**

*Natore Sadar, Lalpur, Bagatipara, Naldanga, Singra, Baraigram & Gurudaspur* mentioned as Zone, will be the territory for Franchisee to run operation of courier service under the brand name of eCourier Limited. This territory can be extended, lessened, changed based on the management decision of eCourier. In such cases there must be clear written and verbal communication with Franchisee. In case of extension or change of territory, Franchisee must have consent and all relevant documents must be updated.

1. **EXCLUSIVITY OF FRANCHISEE**

Franchisee of eCourier Limited is non-exclusive in nature. The management can allocate multiple Franchisees to ensure better customer service in the zone.

1. **SECURITY DEPOSIT**
   1. The Franchisee Must have to provide a cash deposit of **2,00,000 BDT** which will be considered as a security deposit. At any point of time, Franchisor will take maximum exposure of 80% of the security amount with the Franchisee.
   2. Franchisee might require increasing the amount of security deposit in future based on the increase of volume of business and transaction in the specific zone. Any such change in the deposit amount shall be in writing and shall constitute an integral part of this Agreement.
   3. This deposit is a non-interest-bearing deposit, will be considered as a collateral and can be used to adjust delayed collection of cash on deliveries from the respective franchisee.
   4. Franchisee will be able to withdraw the deposit amount only upon termination of the agreement with eCourier, subject to adjustment of all types of dues. However, if the franchisee terminates this agreement without providing the required notice period mentioned under Termination clause, security deposit amount will become nonrefundable.
2. **RIGHTS AND RESPONSIBILITY OF FRANCHISEE**
   1. Franchisee shall devote time, attention and best efforts to the franchised business pursuant and all work and services performed and/or supervised by Franchisee under the agreement with eCourier Limited shall be performed and/or supervised by Franchisee or by Franchisee’s authorized employees.
   2. Franchisee shall adhere to all current established policies, practices and procedures of the System, and as the same may be amended from time to time and shall not deviate therefrom without eCourier Limited’s prior written consent.
   3. Franchisee must have suitable and secure premises having facility of warehouse with wooden pallet/steel rack, ventilation system by exhaust fan or fan, pest control system and fire extinguisher. Franchisee must ensure packages safety.
   4. To make sure of service availability within scheduled territory, Franchisee must have arrangement of vehicles (van, bike, cycle etc) for delivery of packages. Franchisee shall have coverage in all routs (which the Franchisor wants to cover) in the respective territory.
   5. Franchisee must have capacity to manage extra/additional resources and vehicles during peak/festival seasons to handle additional volume of business. In case of pre-planned campaigns, Franchisor will inform Franchisee beforehand so that Franchisee can take all preparation to ensure customer service.
   6. Franchisee and its employees must use respective software and mobile application as per prevailing guidance from eCourier Limited.
   7. Franchisee is responsible for recruiting/assigning delivery agents and eCourier will provide guidance regarding the process.
   8. Franchisee must ensure delivery of packages as pre prevailing service level agreement (SLA) of the eCourier Limited.
   9. Franchisee will have to ensure 100% cash collection on delivery and deposit the same within 1 business day in account of eCourier Limited. The Franchisor will not take any responsibility of Market Credit without prior written approval from the Franchisor with documentation.
   10. Mandatory number of delivery attempt, and deadline to return any package will be defined by the prevailing service level agreement (SLA) of eCourier Limited. Franchisee will have to take full responsibility of all packages which are SLA crossed. All SLA crossed packages will be considered as delivered and the cash amount of the packages will be added to the total cash collection due from the respective Franchisee.
   11. For delivery order originated inside the Zone, Franchisee will be responsible for pick, process, delivery and cash collection against the order.
   12. Franchisee will share with eCourier the list of packages that has been picked inside the Zone and to be delivered outside the Zone along with cash collection amount for each package through email or any other admissible medium.
   13. FRANCHISEE is bound to ensure the safety of the shipments and to keep all correspondence confidential (sender and receiver), not only while services are been rendered but also after the process has been completed.
   14. Franchisee will ensure that no Receiver or Merchant becomes dissatisfied due to any of its services under the brand name of eCourier Limited.
   15. Franchisee must not pick and/or deliver gold, arms, currency, or anything prohibited by the prevailing Post Office Act of Bangladesh.
   16. FRANCHISEE shall comply with all applicable laws and regulations Bangladesh Government, including, but not limited to, Post Office Act of Bangladesh, and Labor Laws of Bangladesh.
   17. Franchisee must ensure insurance coverage of business premise against risk of Fire, R&SD, Malicious Damage, Theft, Burglary, Flood & Cyclone and Earthquake. Additional insurance to cover cash in transit is preferred.
   18. Franchisee must conduct periodic reconciliation of delivered, under processing, canceled, returned packages, and cash collection due amount as instructed by eCourier.
   19. Franchisee must conduct periodic inventory check for the packages under their possession.
3. **RIGHTS AND RESPONSIBILITY OF FRANCHISOR**
   1. For fulfillment of product orders originated outside the Zone, eCourier will take the responsibility to send the packages to the Franchisee. eCourier may send these packages through 3rd party logistic service providers and may instruct the Franchisee about how and where to collect the products.
   2. eCourier will share with the Franchisee the list of packages along with cash collection amount, contact details of receivers of packages etc. for each package through email or any other admissible medium.
   3. eCourier will prepare and share all types of reporting format to the Franchisee.
   4. eCourier will provide technical support to the Franchisee, as and when required, at its own cost.
   5. eCourier may time to time hold training session and will inform the Franchisee of any such session so that the Franchisee may send its employees to participate in it. eCourier reserves the right to train employees of Franchisee as when required to ensure the overall service delivery quality.
   6. Before the initial opening of the Franchisee’s office, eCourier shall, at no charge to FRANCHISEE, provide initial training for the designated manager and up to one additional person.
   7. During the term of Franchise agreement, eCourier shall at no charge provide documents regarding its Policy, Procedures, Guidelines, Service Level Agreements (SLA) etc.
   8. For delivery order originated inside the zone, eCourier will be responsible for cash reimbursement to the merchant, subject to cash collection and deposit by the Franchisee for the same.
   9. Franchisor will monitor operation management of Franchisee very strictly and closely to ensure effectiveness. Representatives from Franchisor will visit Franchisees on regular basis. There will be a preplanned visit schedule for territory managers and supervisor, adhering to which is a must. Franchisor representatives will conduct regular performance evaluation of the Franchisee and conduct meeting with proper feedback.
   10. Franchisor will run the month closing and conduct reconciliation within the first ten (10) days of every month for the services provided in the preceding month and send the invoice to respective franchisee for confirmation. If there is no dispute with submitted invoice, eCourier will disburse the amount into the Franchisee’s account within 7 days of submitting the invoice. VAT & Tax rule will be applicable as per relevant laws of the country.
4. **MARKETING/ADVERTISING**

Marketing, branding and promotion of services in the zone will be the sole responsibility of eCourier Limited. eCourier Limited will not charge any cost upon Franchisee in this regard. However, it is mandatory for Franchisee to cooperate and participate in any marketing program or campaign conducted in the respective zone as directed by eCourier Limited.

1. **TECHNOLOGY SUPPORT**

eCourier will ensure technology support for Franchisee only by means of providing web based and mobile solution for package booking and tracking. All types of hardware requirement will be met by the Franchisee. However, in cases, where special hardware is required to execute any special/specific service of any merchant of eCourier, eCourier will take responsibility to provide the hardware with an obligation of Franchisee to maintain custody of the hardware in good service.

1. **REVENUE & COST SHARING** 
   1. Franchisee will bear all the cost of operating the operation center of Franchisee. The cost includes but not limited to salary of the employees, rent & utility expense of the center, supplies, equipment, setup, renovation and repair cost, local conveyance etc.
   2. Franchisee will be entitled to the commission on delivery and cancel of packages, and amount of cash collection as per prevailing commission structure approved by eCourier Limited. The commission structure can be updated time to time; implementation of which is subject to written communication to the Franchisee.
   3. eCourier will be responsible for all types of marketing communication and promotional activities. All cost in this regard will be incurred by eCourier.
   4. eCourier will bear any cost of discount offer. Discounts will be offered at the sole discretion of eCourier. Franchisee will not offer any such discount. Discounts offered by eCourier will not affect the prevailing commission structure or amount payable to the franchisee.
   5. eCourier will bear the cost of sending packages from outside the Zone to inside the Zone and from inside the Zone to outside the Zone.
   6. eCourier shall bear any cost of training that it may, from time to time, provide the team of the Franchisee. However, Franchisee is solely responsible for travel and living expenses in connection with any training provided by eCourier under this Agreement, as well as any wages and salaries payable to FRANCHISEE'S employees while attending training.
2. **FRANCHISEE COMMISSION AND PAYMENT**

Franchisee Commission and payment will be governed by the terms and conditions mentioned in Annexure I of this Agreement.

1. **REWARD AND PENALTIES**

Franchisee will have provision for reward in case of achieving certain targets and/or maintaining service level standards. On the other hand, failure to achieve certain level of target and/or failure to meet minimum service standard will result in penalties. These targets and standards will be governed by the prevailing service level agreement of eCourier Limited.

1. **LOST AND DAMAGE**
   1. Franchisee will have to compensate 100% in case of damage or loss of packages from their end.
   2. If Franchisee gets any package in damaged condition, that must be informed to eCourier Limited in writing with pictorial evidence from the point of receipt of package.
   3. If Franchisee fails to return the package timely, 100% price of the product will be deducted from the payment to the Franchisee.
2. **AUDIT/INSPECTION RIGHTS**

Franchisor reserves the right to inspect the office (operation center) of Franchisee at any time the Franchisor seems necessary. Franchisor also reserves the right to audit all the documents, books of accounts, records, information, stock, and whatsoever in connection with the Franchise agreement and business operation under the agreement. Franchisee must cooperate in such inspection/audit.

1. **SUPPLIES AND EQUIPMENT**

FRANCHISEE shall only purchase paper goods, packaging, fixtures, equipment, signs and other supplies for use in the CSOC that have been approved in advance by eCourier. FRANCHISEE shall not use paper goods, packaging, fixtures, equipment, signs and other supplies at the CSOC which do not bear the text and the MARKS required by eCourier, in the manner and format required and approved in advance by eCourier.

1. **PUBLIC DISCLOSURE**

Each party agrees that no press release or public announcement relating to the existence or terms of the Franchise agreement between eCourier and Franchisee (including within the context of a trade press or other interview or advertisement in any media) shall be issued without the express prior written approval of the other party hereto.

1. **CONFIDENTIALITY**
   1. Confidential Information means any documents, data, or information related to eCourier’s business that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; (c) business information, including but not limited to products, operations, planning, marketing interests, and products and services disclosed by eCourier to the FRANCHISEE: (d) personal information of any customers (e) all information or data which FRANCHISEE has access in connection with performance of the Franchise AGREEMENT, whether before or after execution of the agreement (f) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, Software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable.
   2. eCourier will from time to time provide FRANCHISEE with information that is confidential in nature, and that if disclosed to third parties might adversely impact the ability of eCourier or SERVICE FRANCHISEEs to remain competitive. Unless otherwise determined by eCourier, the marketing strategies and programs developed by eCourier shall be treated as confidential until publicly disseminated in accordance with the instructions of eCourier and Franchisee shall maintain the confidentiality. FRANCHISEE shall not disclose any confidential information to any person other than FRANCHISEE'S employees as may be necessary to discharge FRANCHISEE'S obligations in lieu with the Franchise agreement. FRANCHISEE shall not use any such confidential information for any purpose other than to discharge its obligations under the Franchise agreement.
2. **INTELLECTUAL PROPERTY RIGHTS**
   1. The FRANCHISEE acknowledges that the Brand name “eCourier” is owned and used by eCourier, and that only eCourier or its designated FRANCHISEE’S have the right to use such trademark and trade names as may exist or be acquired by eCourier. The FRANCHISEE further acknowledges that valuable goodwill and reputation is attached to such trademarks, copyright etc. and that the FRANCHISEE will use the same only in the manner and to the extent specifically licensed under the Franchise agreement. The FRANCHISEE shall not use any other mark(s) unless approved by the Franchisor in writing.
   2. The FRANCHISEE understands and agrees that his license under said Intellectual Property Rights is non-exclusive and that eCourier, in its sole discretion, has the right itself to operate businesses under said marks and to grant other licenses in, and under such proprietary marks on any terms and conditions eCourier deems fit.
   3. The FRANCHISEE expressly covenants that during the terms of Franchise agreement between Franchisee and franchisor and after the expiration or termination thereof, the FRANCHISEE shall not directly or indirectly contest or aid in contesting the validity or ownership of Intellectual Property Rights of the Franchisor.
   4. Intellectual Property Rights of any technology solution provided to the Franchisee by the franchisor, will always remain with the franchisor during the agreement period between Franchisee and franchisor and after the termination of such agreement.
   5. In order to preserve the validity and integrity of the Intellectual Property Rights licensed herein, and to assure that the FRANCHISEE is properly employing the same in the operation of its franchise business, the Franchisor or its agents shall at all reasonable times have the right to enter and inspect the office of Franchisee.
3. **INDEMNITY**

The Franchisee shall indemnify and hold harmless on a full indemnity basis the franchisor, eCourier Limited, from and against any proceedings, action, suit, fines, penalties, damages, loss or claim, which may arise from the defaults, acts or omissions of the Franchisee or the Franchisee's employees, representatives or agents in relation to activities arising from the agreement between franchisor and Franchisee or otherwise, as well as costs and legal fees related thereto. Moreover, each party will fully indemnify the other party for any liability arising out of any kind of unethical or illegal practices conducted by that Party.

1. **ASSIGNMENT**

Neither Franchisee nor franchisor may assign its rights and obligations under the franchise agreement without the other Party’s prior written consent, except that eCourier may (a) assign its rights and obligations under this Agreement or any part hereof to one or more of its Affiliates; or (b) assign the franchise agreement in its entirety to a successor to all or substantially all of its business or assets to which the agreement relates. Any permitted assignee will assume all obligations of its assignor under the agreement (or related to the assigned portion in case of a partial assignment) between Franchisee and franchisor. Any attempted assignment in contravention of the foregoing will be void. Subject to the terms of the agreement between Franchisee and franchisor, the agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

1. **FORCE MAJEURE**

Neither franchisor nor Franchisee shall be liable to the other Party for any failure to perform any obligation on its part hereunder to the extent that such failure is due to circumstances beyond its control which it could not have avoided by the exercise of reasonable diligence. The affected party shall however notify the other Party as soon as practicable of the occurrence of any such circumstance, and the Parties shall meet to consider what steps, if any, can be taken to overcome any issues. If the force majeure situation exists for a continuous period of 45 (forty-five) days, the Parties shall mutually decide on the outcome (continuation or termination) of the Franchisee agreement.

1. **DISPUTE RESOLUTION**

Franchisor and Franchisee, both will have to raise concern regarding any dispute in writing as soon as it arises. Franchisor and Franchisee shall settle any dispute or differences arising out of or touching the agreement between them if not resolved amicably, shall be referred to the arbitration, of one arbitrator to be mutually agreed by the parties. In case the parties fail to agree upon single arbitrator, then each party shall appoint one arbitrator and these two arbitrators shall appoint a third arbitrator. The decision of the arbitral tribunal shall be final and binding on the parties. The arbitration shall be conducted in accordance with prevailing Arbitration Act of Bangladesh.

1. **AMENDMENT**

The Agreement with Franchisee may be amended based on the mutual consent of the parties. The amendments will come in force upon signing by representatives of both parties and will become an integral part of the prevailing agreement.

1. **TERMINATION**
   1. Franchise agreement may be terminated mutually by either Party by giving two months’ notice after completion of at least one year.
   2. Franchise agreement shall be terminated on the occurrence of any of the following events which are fundamental breaches of the agreement terminating it forthwith:
      1. In the event of a breach by the FRANCHISEE of any provisions and policy of the Franchise agreement and subsequent failure to remedy the breach within three days of having been notified by eCourier;
      2. Failure to make the payments on any of the relevant payment dates as specified by the Franchisor and/or through service level agreement;
      3. Any challenge by the FRANCHISEE to the validity of any part of the Intellectual Property Rights of eCourier;
   3. Franchise agreement shall be terminated if the Franchisee voluntarily or involuntarily becomes bankrupt or insolvent.
   4. The Parties acknowledge that the liabilities incurred by the Parties to each other before the termination of this AGREEMENT will remain in force and will not be affected by the termination of the Franchise agreement.
2. **TERM AND RENEWAL**
   1. The term of the Agreement shall be for a period of one (01) year, will commence on **31thJanuary 2021** and will end on **31th January 2022**; unless this AGREEMENT is sooner cancelled or terminated in accordance with its provisions.
   2. The Agreement is renewable on expiry based on the satisfactory performance in terms of ensuring best possible customer service as well as meeting requirements of eCourier Limited.
3. **GOVERNING LAW**

This agreement shall be governed and construed in accordance with the laws of Bangladesh and shall be subject to the jurisdiction of the court of Bangladesh.

1. **EXECUTION OF AGREEMENT**

This Agreement is executed in duplicate and one copy each shall be retained by each of the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreementin Witness where of the Parties have duly executed this Agreement on the day and date written here in above:

|  |  |  |
| --- | --- | --- |
| **Hirok Enterprise** |  | **eCourier Limited** |
|  |  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: **Md Hirok Ali** |  | Name: **BIPLOB GHOSH RAHUL** |
| Designation: Proprietor |  | Designation: CEO |
|  |  |  |
| Witness 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Witness 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:  **Rahinul Kabir** |  | Name: **Fahim Kabir Dipto** |
| Designation: Manager |  | Designation: Territory In-Charge |

**ANNEXURE I: FRANCHISE COMMISSION AND INCENTIVE STRUCTURE**

Franchisee of eCourier will be eligible to get commission on delivery, cancel and cash collection on successful deliveries. In addition to the commission, franchisee will also get monthly incentive for meeting specific targets. Commission and incentives will be calculated and provided as per following structure:

1. **COMMISSION:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **CATEGOERY** | **Service** | | **TOTAL COMMISSION** | **MASTER** | **SUB** | **CARNIVAL POINT** |
| Logistics | Home Delivery in District sador | | 35 | 35 |  |  |
| Master Franchisee owned Carnival Point Delivery in District Sadar | | 15 | 15 |  |  |
| Master Franchisee appointed Carnival Point Delivery in District Sadar | | 30 | 15 |  | 15 |
| Carnival Point Delivery out of District Sadar | | 45 | 10 | 15 | 20 |
| Assisted eCommerce | Assisted eCommerce Order Generation from inside district Carnival Point | | 15 | 5 |  | 10 |
| Assisted eCommerce Order Generation from out of district Carnival Point | | 20 | 5 | 5 | 10 |
| Carnival Assure | Carnival Sheba Health | Total commission will be 10% of the respective Insurance Package price. Here, example has been given based on the current available packages and prices. | 80 | 20 | 20 | 40 |
| Carnival Couple | 200 | 50 | 50 | 100 |
| Carnival Familo | 400 | 100 | 100 | 200 |
| Carnival Safety First | 37 | 9 | 9 | 18 |
| Delta Life 365 | 37 | 9 | 9 | 18 |
| Carnival Duronto Combo | 50 | 12 | 12 | 25 |
| Travel Agency | VISA Processing | | 1000 | 900 |  |  |
| Air Ticket-Domestic | | 200 | 50 | 50 | 100 |
| Air Ticket-International | | 4% of the actual price of the ticket | 25% of the total Commission | 25% of the total Commission | 50% of the total Commission |
| Hotel on Boarding | | 500 | 500 |  |  |
| Umrah - (upto Tk 125,000) | Franchise can earn less or more than this commission amount, however, mention amount is suggested to maintain competitiveness. | 1500 | 1500 |  |  |
| Umrah - (Tk 125,000 to Tk 150,000) | 2000 | 2000 |  |  |
| Umrah - (more than Tk 150,000) | 3000 | 3000 |  |  |
| Hajj | Tk 5,000 to Tk 20,000; subject to price of the package | Tk 5,000 to Tk 20,000; subject to price of the package |  |  |

1. **INCENTIVE:**

If monthly parcel delivery rate is 85% or over, franchisee will get additional BDT 5 for each delivery.

1. **GENERAL TERMS & CONDITIONS:**
2. eCourier authority will verify each HOLD and CANCEL parcel with respective customer and merchant. If it has been found that franchisee has updated wrong or fabricated information, franchisee will be charged BDT 100 for each wrong or fabricated information.
3. If any parcel cross SLA from franchisee’s end, franchisee will have to pay the parcel price as penalty.
4. In case of SLA crossed parcels, franchise will not be eligible for any kind of commission and incentive.
5. eCourier will conduct month closing within first 10 days of the month for the consignments of preceding month and submit invoice to franchisee. Franchisee will confirm the invoice upon reconciliation. eCourier will make payment against the invoice within 5 working days of invoice confirmation by franchisee.
6. Franchisee must update delivery, hold and cancel through prevailing mobile application. Delivery and Cancel commission will be calculated for consignments updated only by mobile application.
7. Delivery agent must collect the OTP (One Time Password) during delivery. Without OTP no parcel will be treated as delivered and franchise will not get the commission.
8. We are delivering mainly small and medium parcels, so franchise will not get any conveyance bill. However, if bulk parcel delivery is needed, exception will be negotiated based on mutual agreement.

**ANNEXURE II: SERVICE LEVEL AGREEMENT (SLA)**

1. **PARCEL RECEIVING SLA:**

eCourier will send parcels/documents to franchisee through available transport agency and notify franchisee through mail. Franchisee must receive the parcels/documents from the respective transport agency and update system within next day of sending parcels/documents.

1. **PARCEL DELIVERY SLA:**
   1. Franchisee must take 1st attempt of delivery within 24 hours of receiving parcel in compliance with parcel receiving SLA. In case of crossing parcel receiving SLA, franchisee must take 1st attempt of delivery immediately.
   2. Maximum period for delivery will be:

|  |  |
| --- | --- |
| District City | 1 day after parcel receiving |
| Thana/Union/Village | 3 days after parcel receiving |

* 1. Franchisee will be able to HOLD parcel for maximum:

|  |  |
| --- | --- |
| District City | 1 time |
| Thana/Union/Village | 3 times |

* 1. If not delivered, franchisee must Cancel parcel within:

|  |  |
| --- | --- |
| District City | On 2nd day after receiving date (Receiving Date + 1) |
| Thana/Union/Village | On 4th day after receiving date (Receiving Date + 3) |

* 1. Parcel will be considered SLA crossed if not delivered/canceled within:

|  |  |
| --- | --- |
| District City | 1 days after parcel receiving |
| Thana/Union/Village | 3 days after parcel receiving |

1. **CASH DEPOSIT SLA:**

Franchisee must deposit 90% of the cash collected upon delivery within the next working day of the delivery. if the franchisee fails to do so, eCourier may refuse to pay the monthly COD (0.5%) commission amount.

1. **RETURN SLA:**

Franchisee must book the cancel parcels in transport agency to eCourier return department within next day of parcel cancel. In case of cancel, canceled parcel must be booked in transport agency for eCourier return department within:

|  |  |
| --- | --- |
| Within Metro | Within 3 days of receiving the parcel |
| Outside Metro | Within 6 days of receiving the parcel |