



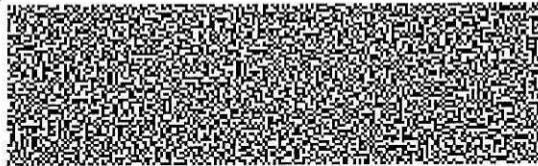
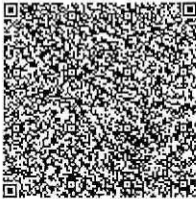
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## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

**Certificate No.** : IN-KA23315211727462W  
**Certificate Issued Date** : 06-Jun-2024 01:57 PM  
**Account Reference** : NONACC (FI)/ kagcs108/ MAHADEVAPURA4/ KA-SV  
**Unique Doc. Reference** : SUBIN-KAKAGCSL0803581373859390W  
**Purchased by** : AMBASSADOR TOURS AND TRAVELS LLP  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : AMENDMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : FIDELITY BUSINESS SERVICES INDIA PVT LTD  
**Second Party** : AMBASSADOR TOURS AND TRAVELS LLP  
**Stamp Duty Paid By** : AMBASSADOR TOURS AND TRAVELS LLP  
**Stamp Duty Amount(Rs.)** : 500  
 (Five Hundred only)



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#### AMENDMENT # 1 to the Staff Transport Services Agreement

BY AND BETWEEN

Fidelity Business Services India Private Limited.

AND

AMBASSADOR TOURS AND TRAVELS LLP

#### Fidelity Confidential Information

##### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Amendment ("Amendment # 1"), is made on June 04, 2024 and is entered into by and between Fidelity Business Services India Private Limited, (CIN: U72200KA2002PTC056311, PAN : AAACF6175E) a company incorporated under the Companies Act, 1956, with its registered office at Pinehurst, Embassy Golf Links Business Park, Off Intermediate Ring Road, Bangalore 560 071, India ("Fidelity or Company") and **Ambassador Tours And Travels LLP** (PAN : ABRFA7400Q) a limited liability partnership and having its registered office at No.193, 2<sup>nd</sup> Floor, "Shiv Sadan", Opp.NCC Apartments, Outer Ring Road, B. Narayanapura, Bangalore-560 016 (hereinafter referred to as the "**Service Provider**" which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and business assigns).

All obligations under this Amendment # 1 shall be effective July 01, 2024 ("Amendment Effective Date").

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## 1. BACKGROUNDS

Fidelity and the Service Provider entered into Staff Transport Services Agreement effective October 01, 2023, (collectively referred to as the "Agreement").

The Parties have had certain discussions regarding amendment of certain terms of the Agreement, as described herein, and the Parties have mutually agreed to amend the Agreement as described hereinafter.

## INTERPRETATION

A. Capitalized terms used but not defined in this Amendment # 1 will have the meanings assigned to such terms in the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment # 1 and the terms of the Agreement to the extent amended by this Amendment # 1, the terms of this Amendment # 1 shall prevail. Except as specifically amended hereby, the terms of the Agreement shall remain unchanged and shall continue to be in full force and effect and binding on the Parties.

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## 2. EFFECTIVENESS

This Amendment # 1 is incorporated into and made a part of the Agreement as of the Amendment Effective Date and reflects the complete understanding between the Parties of the obligations between them with respect to the amendment of the terms of the Agreement and the change, if any, with regard to the services under the Agreement. Except as specifically amended hereby, the terms of the Agreement shall remain unchanged and shall continue to be in full force and effect.

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## 3. AMENDMENTS TO THE AGREEMENT

In implementation of the foregoing, the Parties have agreed to make the following revisions to the Agreement. Section, page, or other references below are to the document identified in the applicable heading.

A. Section 2 of the Agreement pertaining to "FEES" shall be revised as below:

## 2. FEES

- a. In consideration of the Services to be provided by the Service Provider and performance of the terms and conditions contained in this Agreement, Fidelity shall pay to the Service Provider fees in the manner set out in **Exhibit II** to this Agreement, subject to such deduction as may be required in law and as per the Agreement ("**Fee**").
- b. All prices will be exclusive of GST and inclusive of any other taxes, duties, cesses, surcharges and cesses, applicable if any and insurance, delivery costs and transportation to such location as specified by the Company. For avoidance of doubt, Service Provider's proposal to the Company shall be deemed to include all such variables as stated hereinabove.
- c. Prices or other sums payable in accordance with the Agreement/PO would be subject to GST taxes at the applicable rates specified in the GST legislation.
- d. Service Provider shall adhere to the provisions of GST legislation like issuance of tax invoice in the prescribed format, payment of tax, receipt of advance from Fidelity and compliance with related GST provisions etc. Service Provider should deposit GST charged to Fidelity to the account of exchequer within the prescribed time limit, disclose the same in their GST tax returns, and carry out other compliance as may be required under GST laws to enable Fidelity to avail GST credits. In case of non-adherence to these requirements, Fidelity may take remedial steps including withholding payment of subsequent bills till the closer of issues by Service Provider required under GST Laws to enable Fidelity to avail GST credits.
- e. Service Provider shall comply with Anti Profiteering Measure of the GST Law including such rules, guidelines, circulars, notification etc., as may be issued from time to time for this purpose.
- f. Fidelity has Special Economic Zone (SEZ) registered unit located at below-mentioned addresses. GST to be charged on the supply of goods and/or services to SEZ unit should be IGST. If the invoices issued to the below address is charged with CGST and SGST then the same will not be paid

Location of SEZ Unit of FBSI:

8th and 9th Floor, Neville Towers, TRIL Infopark Limited, Ramanujam IT City SEZ, Taramani, Rajiv Gandhi Salai – OMR, Chennai, TamilNadu 600113.

- g. GST Registration Number of Fidelity which has to be mentioned on all the invoices issued by Service Provider.

Billed to Address of FBSI	GST Registration Number	State
Pinehurst, Embassy Golf Links Business Park, Off Intermediate Ring Road, Domlur, Bangalore	29AAACF6175E1ZL	Karnataka
Manyata Embassy Business Park, Outer Ring Road, Hebbal-Krishnarajapuram Section, Bangalore	29AAACF6175E1ZL	Karnataka
TRIL Infopark Limited, Neville Towers, 8th and 9th Floor, Ramanujam IT City, Taramani, Rajiv Gandhi Salai - OMR, Chennai	33AAACF6175E1ZW	Tamil Nadu

- B. Section 15 the Agreement pertaining to “**COMPLIANCE WITH LAWS**” shall be revised as below:

#### **15. COMPLIANCE WITH LAWS**

The Service Provider shall be responsible and liable for compliance with all statutory obligations in respect of all its obligations under and associated with the Agreement, including but not limited to with regard to each of its employees and the subcontractors that the Service Provider may engage in connection with the performance of the Services.

The Service Provider shall make timely and regular wage/salary payments to its employees who are employed by it whether for the purposes of this Agreement or not. Such obligation shall include but not limited to, payment of minimum wages, and also all statutory dues that may be payable to its employees engaged to provide the Services including all such personnel associated with the Agreement.

For avoidance of doubt it is clarified that the Service Provider shall observe and comply with all provisions of applicable labour laws, including but not limited to Employee Provident Fund and Miscellaneous Provisions Act 1952, Employee State Insurance Act 1948, Workmen's Compensation Act, 1923, Minimum Wages Act 1948, Payment of Bonus Act, 1965, Overtime wages, The Maternity Benefit Act, 1961 and the rules and regulations made there under (for the time being in force and including any statutory Amendments, from time to time) and as applicable at each of Company Sites where the resources may be deployed.

The Service Provider shall assist with and co-ordinate with sharing/furnishing of required documentation during any periodic checks/audit conducted by Company or any of its consultants so authorized to check the compliance status.

Company shall provide a list of items which needs to be furnished by the Service Provider on a periodic basis that is required as proof of regulatory/statutory compliances by the Service Provider for the purpose envisaged under this Agreement. The Service Provider shall provide month on month compliances on various labour laws, including but not limited to Employee State Insurance Act 1948, Employee Provident Fund and Miscellaneous Provisions Act 1952, Overtime Wages and other regulations as applicable for the services rendered under this Agreement. On a date to be agreed of every month the compliances for the previous month shall be forwarded to Company representative whose details will be shared by Company.

In the event of repeated non-compliances in this front, despite receipt of reminders from Company, Company may at its sole discretion either (i) withhold payments due to the Service Provider until the latter furnishes proof of compliance or (ii) comply on behalf of the Service Provider and adjust the amount against the payments due to the Service Provider or (iii) terminate the Agreement. This section is without prejudice to the rights of Company under the laws of the land.

- C. Exhibit-I, is replaced with revised Exhibit I attached here.
- D. Exhibit II – FEES, the heading “Fee Structure” is replaced by the revised Fees Structure attached hereto.
- E. Exhibit III - **VEHICLE RELATED OBLIGATIONS OF THE SERVICE PROVIDER** is replaced by the revised Exhibit III attached here to.
- F. Exhibit IV - **OBLIGATIONS WITH REGARD TO EMPLOYEES AND DRIVERS** is replaced by the revised Exhibit IV attached here to.
- G. Save and except what is mentioned herein above, all other terms and conditions of the Agreement shall remain unaltered and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment # 1 to be executed by their duly authorized representatives on the date hereinabove mentioned.

**Fidelity Business Services India Private Limited.**

**AMBASSADOR TOURS AND TRAVELS LLP.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

BHARATH POOVAIAH  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PARTNER  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **Exhibit I**

### **A) Bangalore**

#### **Location 1:**

Fidelity Business Services India Pvt. Ltd. (Pinehurst)  
Embassy Golf Links Business Park (EGL)  
Off Intermediate Ring Road  
Bangalore – 560 071

#### **Location 2:**

Fidelity Business Services India Pvt. Ltd.  
Manyata Embassy Business Park (Manyata)  
Outer Ring Road (Hebbal - Krishnarajapuram) Section  
Bangalore – 560 045

### **B) Chennai**

#### **Location 1:**

FIDELITY BUSINESS SERVICES INDIA PRIVATE LIMITED.  
Block 8th and 9th Floor, Neville Tower,  
TRIL Info Park Pvt. Ltd. SEZ,  
Ramanujan IT City, Old Mahabalipuram Road,  
Taramani, Chennai-600 113

**Exhibit II**

**FEE STRUCTURE**

**1) Bangalore**

**I) Trip Basis – Diesel, Petrol and CNG vehicles with Normal Operation (AC)**

Sl. No.	Vehicle type	Rate / Trip (in Rs.)
1	3 - Seater	850.00
2	6 - Seater	1,150.00
3	12 - Seater	1,500.00

**II) Trip Basis – Electric vehicles (EV) with Normal Operation (AC)**

Sl. No.	Vehicle type	Rate / Trip (in Rs.)
1	3 - Seater	1,050.00

**2) Chennai**

**I) Trip Basis - Diesel, Petrol and CNG vehicles with Normal Operation (AC)s**

Sl. No.	Vehicle type	Rate / Trip (in Rs.)
1	3 - Seater	870.00
2	6 - Seater	1,150.00
3	12 - Seater	1,700.00

**II) Trip Basis – Electric vehicles (EV) with Normal Operation (AC)**

Sl. No.	Vehicle type	Rate / Trip (in Rs.)
1	3 - Seater	1,050.00

1. Above rates are agreed upon as per current fuel price.
2. Service Tax extra as applicable.
3. Fuel price hike (all type of fuels i.e Petrol Diesel, CNG and Electric etc): All changes shall be reviewed against the previous month price.

Both the parties have agreed to fix the Fuel Price as on 5<sup>th</sup> Day of every Calendar Month for the entire month. The change will be in proportion and will be given on 50% of the previous month trip charges.

**Illustration as below**

Current Fuel price = Rs.87.87 / Ltr

Assuming price increases to Rs. 90.00/Ltr

Increase in price = Rs.2.13 / Ltr

Percentage increase =  $2.13 / 87.87 * 100 = 2.42\%$

Revised trip charges for Sedan = Rs. 854.15 + 10.35 (427.07\* 2.42%) = Rs. 864.50

**4. Annual hike:**

Annual hike of 5% shall be provided year on year on the existing trip charges effective from October 01, 2023, in addition to (all type of fuels i.e Petrol Diesel, CNG and Electric etc) price changes if applicable due as mentioned above.

**5. Definition of Trip:**

**Trip:**

A vehicle is said to have completed a trip ONLY while they are performing a duty wherein at least one or more associates has to sign in to begin the trip and sign out for closing the trip, with the exception of No-shows and Escorts trip as mentioned below.

**No shows:**

Employee no show resulting in trip cancellation for the driver will be considered for logins only provided if driver leaves parking space/garage goes to the point and found employee did not turn up and there are no further employees on the leg.

**Escort Trips:**

Escorts being brought back to office will be considered as a separate trip only if the driver is at the end of his shift and is not allocated any further trips on his return to office.



### **Exhibit III**

#### **VEHICLE RELATED OBLIGATIONS OF THE SERVICE PROVIDER**

The following shall be the vehicle related obligations of the Service Provider.

- (i) The Service Provider shall have all vehicles inspected by Fidelity or its agents before they are inducted for the Services and during the term as may be indicated by Fidelity. In addition to complying with government regulations regarding maintenance of the vehicles, the vehicles and the drivers to be used for the Services shall also conform to the norms set by Fidelity's transport department. The vehicles must also conform to emission standards set by the regulatory authorities from time to time.
- (ii) Initial Induction / Subsequent Replacements: The Service provider will provide vehicles as per Fidelity's requirement as agreed in the contract. For third party (Driver cum owner) attached cabs under the Service provider, details will be shared with Fidelity well in advance before induction. The Service provider will be liable for all shortcomings for his attached vehicles and its Drivers.
- (iii) Services Provider should provide minimum 5 women drivers each location.
- (iv) Services Provider should provide minimum 5 electrical vehicles each location.
- (v) The Vehicles should not be older than 3 years (36) months from the date any such vehicle is proposed to be inducted for the Services. Transport Manager approval is required if the vehicle is more than 3 years. Further, any such vehicle must not have suffered any accidents or been a subject matter of police/government investigations.
- (vi) (a) The vehicles shall be fitted with two-way radios and other accessories, which are essential for effective communication. Fidelity shall have the right to require the Service Provider to install such communication equipment as it may deem fit. The cost of installation/initial deposit/servicing/repair/rental will be completely borne by the Service Provider.  
  
(b) The Vehicles shall be fitted with Panic-Button with GPS and other accessories, which are essential for effective tracking of vehicles. Fidelity shall have the right to require the Service Provider to install such communication equipment as it may deem fit. Fidelity will also reserve the right to replace / change the equipment's from time to time as it may deem fit. The cost of installation/initial deposit/servicing/repair will be completely borne by the Fidelity.
- (vii) The Service Provider shall bear all overheads associated with the vehicles used for Services including all expenses, *inter alia*, relating to fuel (diesel/petrol/CNG/EV), maintenance costs of the vehicles, taxes, insurance, repair and spare costs, etc and Fidelity does not have any liability as regards such expenditure. It is clarified that instances of expenditure set out hereinabove are only indicative in nature and are not exhaustive.

- (viii) In the event that the designated vehicle is unable to complete a trip (i.e., the journey from the designated points of pick up to the designated drop point), the Service Provider shall provide alternate vehicle without any undue loss of time (such loss of time not to exceed more than one hour from the time of the vehicle breakdown or inability to complete the journey, for whatever reason). In the event the Service Provider is unable to arrange a suitable alternate means of transportation within the stipulated time, Fidelity will have the right to arrange the transportation at the full risk and cost of the Service Provider. In such an event, the Service Provider will either reimburse Fidelity all actual and associated costs incurred in such transportation or the Fidelity shall have the right to make adjustment from the Fees payable to the Service Provider. Fidelity's right for setoff of such costs shall take precedence over any reimbursement by the Service Provider. However, in the event that Fidelity decides to avail of the reimbursement option, the Service Provider shall make the payment to such entity as Fidelity may specify.
- (ix) Subject to Motor Vehicles Act, 1965, the Motor Transport Workers Act, 1961 and all applicable laws governing the provision of Transport Services, the Service Provider will ensure that the vehicles with drivers are available to Fidelity's use. It shall be the Service Provider's sole responsibility to ensure compliance with laws without adversely impacting operational SLAs.
- (x) The vehicle registration numbers shall always comply with the statutory requirements.
- (xi) Any vehicle or driver shall be used for the Services only after Fidelity issues a confirmation to the Service Provider.
- (xii) The Service Provider shall, at all times, employ sufficient number of vehicles and personnel to promptly discharge its obligations under this Agreement and increase such vehicles and personnel where Fidelity increases its demand for the transport services.
- (xiii) Fidelity shall install Panic-Button with GPS units and other accessories in the vehicles dedicated for the Services. The Service Provider shall use and operate such equipment carefully and maintain the same in good working condition at all times and ensure that no alterations or additions are made to the installed Equipment. The Service Provider shall be responsible for any loss, damage which takes place to the installed equipment and shall be liable to pay for the damages at actual charges. Fidelity shall have the right to inspect, view and examine the state and conditions of such equipment's at all times.
- (xiv) **Checklist for Vehicles**  
 The Service Provider agrees that every vehicle provided for the Services will, at the minimum, contain the following equipment:  
 Branded First Aid Kit should essentially consist not less than below specified items.  
 Grape bandage, band aid 5nos, cotton, Dettol or antiseptic cream, scissor, cotton bandage 2 nos.  
 Fire Extinguisher  
 Stepney & jack/rod  
 Tool kit  
 Torch  
 Walky talky/Mobile Phone  
 F.M. Radio  
 Transparent window glass  
 Head rest for all the front facing seats.  
 Seat Belts for all seats and Umbrella  
 Panic Button with GPS
- (xv) **Every vehicle will also have a copy of the following documents kept in the vehicle:**  
 Registration document

Tax papers  
Pollution under control certificate  
Insurance papers  
Road Worthiness Certificate  
Driver's license  
Drivers ID Card issued by the Service Provider  
Vehicle Driver's License Display System

(xvi) The Service Provider agrees to the following service expectations (KPI's):

SERVICE EXPECTATIONS	Service Level to be Achieved
<b>Vehicles</b>	
a. Age of the vehicle at the time of initial deployment shall be less than 36 months, Transport Manager approval is required if the vehicle is more than 3 years	100%
b. Road worthiness/Fitness certificate from the competent authority:	100%
c. All vehicles shall be commercially registered (contract carriage):	100%
d. All vehicles shall be inspected and approved by Fidelity before deployment	100%
e. Comprehensive insurance for all the vehicles deployed for Fidelity	100%
f. All the Radio base station, Panic Button, GPS Tracking device provided in the vehicles shall be kept serviceable and operational at all times.	100%
g. If any deployed vehicle covers 500,000 kms or becomes Seventy-Two (72) Months old – whichever is earlier, the same shall be replaced with a vehicle which does not fall under any of the above kms or month restrictions. Transport Manager approval is required if the vehicle runs more than 500,000kms or completes 72 months	100%
h. Service Provider should deploy appropriate number of supervisors (on 24x7 basis) to ensure availability at all times at Fidelity to coordinate the movement of vehicles. In addition, Site Incharge should be available 6 days a week.	100%
i. Service Provider shall ensure that the route given by Fidelity shall be strictly adhered to, and that there shall be no deviation whatsoever, from the same, without prior written consent from Fidelity.	100%
j. Adherence to the timings intimated by Fidelity from time to time	100%
k. Service Provider shall abide by all statutory obligations including but not limited to obligations under Motor Vehicles Act, 1965 and the Motor Transport Workers Act, 1961.	100%
l. Service Provider shall ensure that the vehicles are well maintained and all the vehicles shall be clean, neat and presentable at all times	100%
m. Vehicle Safety Audit identifications and corrections.	100%
n. Service provider should provide EV vehicles as mentioned in clause iv of Exhibit III	100%
o. Service provider should provide Women drivers as mentioned in clause iii of Exhibit III	100%

- (xvii) In the event the Service Provider fails to adhere to its obligations hereunder, the Service Provider may be liable for penalty in the following manner unless otherwise agreed by both parties in writing:

OCCURRENCE	CONSEQUENCES
First Complaint	First warning letter / email message issued to the Service Provider; and a sum of Rupees One Thousand Only (Rs. 1,000/-) per complaint, deducted from amounts otherwise due to the Service Provider.
Second Complaint (received within a 1-month period of the first complaint)	Second warning letter / email issued to the Service Provider; and a sum of Rupees Two thousand (Rs. 2,000/-) per complaint, deducted from amounts otherwise due to the Service Provider.
Third Complaint (received within a 1-month period of the first complaint)	Third warning letter / email issued to the Service Provider; and The driver to be immediately replaced and restricted from driving for Fidelity in the future; and At the request of Fidelity, Managing Director / Owner of the Service Provider shall attend a meeting with the Fidelity representative, within 5 days of notification of the complaint, to explain how the Service Provider intends to resolve the issues being experienced. The sum of Rupees Two Thousand Five Hundred Only (Rs. 2,500/-) will be deducted from amounts otherwise due to the Service Provider.
Subsequent Complaints (received within a 1 month period of the first complaint)	Rupees One Thousand Only (Rs. 3,000/-) per complaint, deducted from amounts otherwise due to the Service Provider; and  Fidelity shall have the right to terminate the Agreement with immediate effect or within a defined notice period.
Improper Uniform/ Appearance	Rupees Five Hundred (Rs.500/-) per complaint, deducted from amounts otherwise due to the Service Provider;
Tampering the vehicle meter / Security equipment's fitted in the vehicle.	Rupees Five Hundred (Rs.500/-) per complaint, deducted from amounts otherwise due to the Service Provider;
Vehicle Break down (By Driver Negligence)	Rupees Five Hundred (Rs.500/-) per complaint, deducted from amounts otherwise due to the Service Provider;
Driver found without ID badge	Rupees Five Hundred (Rs 100/, per complaint, deducted from amounts otherwise due to the Service Provider;
Shortage of vehicle	Rupees 500 per vehicle per day.
Driver not displaying the Driver ID Card	Rupees 200 per instance

If Driver is found not wearing Safety Seat Belts while driving-First Instance	An amount of Rs.500.00 would be deducted from amounts otherwise due to the Service Provider with a warning letter /e-mail to the Service Provider.
Without LOGO	An amount of Rs. 500.00 would be deducted from amounts otherwise due to the Service Provider with a warning letter /e-mail to the Service Provider.
Non availability of Seat Belts	An amount of Rs 500.00 would be deducted from amounts otherwise due to the Service Provider with a warning letter /e-mail to the Service Provider.
Bad Maintenance of the Vehicle	An amount of Rs 500.00 would be deducted from amounts otherwise due to the Service Provider with a warning letter /e-mail to the Service Provider.
Not meeting monthly score conducted by Fidelity Statutory compliance team	Below 100% - Rs 10,000/- will be deducted
Closure of pending documents/Clarifications within stipulated time for compliance audit	Rs 5,000 would be deducted per instance.
Compliant regarding AC effectiveness	Rs 200 would be deducted per instance
Radio communication device not installed/working in the vehicle	Rs 200 would be deducted per instance
All the vehicles should provided basic minimum requirements as defined under section XIV – checklist for vehicles	Rs 500 would be deducted per instance
Backfilling the EV vehicle	An amount of Rs 15,000.00 would be deducted per month per vehicle if vehicle is not onboarded immediately.
Backfilling of Women drivers	An amount of Rs 15,000.00 would be deducted per month per vehicle if women driver is not onboarded immediately.
Absence of EV vehicle & Women driver - Continuous 5 days vendor should obtain prior approval from Transport Manager.	Rupees 2,000 per instance – will be deducted if no approval obtained.
Note: Above penalty pertaining to EV will not be prorated penalty will be levied for full month.	

(xviii) Penalty shall be calculated on monthly basis as detailed below:

OCCURRENCE	Applicability	Penalty (RS)	No of Instance	Total Penalty for the month
<b>VEHICLE</b>				
First Complaint	Per Instance	1,000	0	0
Second Complaint (received within a 1-month period of the first complaint)	Per Instance	2,000	0	0
Third Complaint (received within a 1-month period of the first complaint)	Per Instance	2,500	0	0
Subsequent Complaints (received within a 1-month period of the first complaint)	Per Instance	3,000	0	0
Tampering the vehicle meter / Security equipment's fitted in the vehicle.	Per Instance	500	0	0
Vehicle Break down (By Driver Negligence)	Per Instance	500	0	0

Over Speed (above 80 kms/hrs speed)	Per Instance	500	0	0
Driver found without ID badge	Per Instance	500	0	0
Driver not displaying the Driver ID Card	Per Instance	200	0	0
If Driver is found not wearing Safety Seat Belts while driving-First Instance	Per Instance	500	0	0
Without LOGO	Per Instance	500	0	0
Non availability of Seat Belts	Per Instance	500	0	0
Bad Maintenance of the Vehicle	Per Instance	500	0	0
Not meeting monthly score conducted by Fidelity Statutory compliance team	Per Instance	10,000	0	0
Closure of pending documents/Clarifications within stipulated time for compliance audit	Per Instance	5,000	0	0
Compliant regarding AC effectiveness	Per Instance	200	0	0
Radio communication device not installed/working in the vehicle	Per Instance	200	0	0
All the vehicles should provided basic minimum requirements as defined under section XIV – checklist for vehicles	Per Instance	500	0	0
Backfilling the EV vehicle	Per Vehicle/month	15,000	0	0
Backfilling of Women drivers	Per Driver/month	15,000	0	0
Absence of EV vehicle & Women driver - Continuous 5 days vendor should obtain prior approval from Transport Manager.	Per Instance	2,000	0	0

In addition to the above, in case if Fidelity identifies any deviation in the above said parameters, Fidelity will suspend duties to the respective route, until a suitable explanation is submitted by the Service Provider.

## **Exhibit IV**

### **OBLIGATIONS WITH REGARD TO EMPLOYEES AND DRIVERS**

Service Provider's obligations regarding its employees and drivers associated with the Agreement shall, inter alia, consist of the following.

1. The drivers shall be the employees / contractors of the Service Provider. The salaries, other compensation and all statutory benefits of such drivers shall be borne by the Service Provider. Fidelity shall have no obligations in this regard.
2. The drivers shall report for duty (in uniform provided by the Service Provider) at the location and time specified by Fidelity.
3. The drivers shall have a valid commercial driving licence and must have a minimum experience of one (1) year in driving commercial vehicles and a minimum of Six (6) months in driving vehicles such as Tempo Traveller/Indica/Sumo/Innova / Tavera and other vehicles. If required by Fidelity, the Service Provider shall submit the driving licence and other documents of proof like proof of residence /proof of permanent residence and an undertaking that there are no criminal cases pending against the driver that the Service Provider proposes to engage for rendering the Services.
4. The drivers should be well groomed and should be familiar with the roads in Chennai / Bengaluru (and in the minimum must be aware of the route assigned to them) and be able to converse in local language.
5. The drivers must have a good moral character and must not have any police record or history of accident(s), the drivers must not consume alcohol and/or drugs neither shall the drivers have any history relating to consumption of these substances. Any act or omission in this regard will be treated as a serious violation of this Agreement and Fidelity shall be entitled to terminate this Agreement without further consequences and without prejudice to its rights under the laws of the land.
6. The drivers employed by the Service Provider must have good eyesight and should not be colour blind. The drivers must also not suffer or have a history of any infectious disease. If required, the Service Provider will furnish Fidelity with appropriate medical certificates as proof of such compliance.
7. The Service Provider will ensure that all drivers so engaged/hired shall not be changed, except under exceptional circumstances and with Fidelity's written consent. However, Fidelity shall have the right to require the Service Provider to replace any driver of the Service Provider (associated with the Services) without assigning any reason.
8. Relief/backup drivers are provided, at no extra cost to Fidelity, in the event regular drivers are absent from duty.

9. The employees of the Service Provider working under the terms of this agreement will report to Fidelity's designated officer for all day to day activities and will obtain necessary instructions on all activities regarding transportation within the preview of this Agreement.
10. It shall be the Service Provider's responsibility to ensure that all its drivers and/or employees, associated with the Services and/or the Agreement, are made to work in accordance with applicable legal and statutory requirements.
11. The Service provider shall ensure that all its drivers be restricted to a maximum of 12 hours shift per day with adequate rest breaks between shifts as per the requirements of the applicable statutory norms and adherence to the Motor Transport Workers Act by the Service Provider.
12. The Service provider will depute adequate manpower to assist Fidelity's transport department in coordinating for the Services. The employees of the Service Provider working under the terms of this agreement will report to Fidelity's designated officer for all day to day activities and will obtain necessary instructions on all activities regarding transportation within the preview of this Agreement.
13. The Service Provider shall be solely responsible for the supervision and control of its employees and shall ensure their safety, security, proper behaviour and conduct.
14. The Service Provider shall provide all its employees with suitable identity cards, as may be approved by Fidelity, which will be displayed prominently by the Service Provider's drivers and presented on demand by the Fidelity.
15. The Service Provider shall ensure that its employees maintain impeccable standards of behaviour and discipline at all times. In the event of commission of any misconduct by any of the employees, Fidelity may, at its sole discretion, in addition to any action that it may take against the Service Provider and/or such employee, refuse entry of such employee into its premises and that event the Service Provider shall forthwith arrange to disengage such person from all acts related to fulfilling the Service Provider's obligations under this Agreement and arrange for a suitable replacement at the earliest, ensuring that the obligations of the Service Provider under this Agreement is not impacted in anyway.
16. It is further agreed between the Parties that during the performances of the services pursuant to this Agreement, the Service Provider shall ensure that it, and its employees conducts its/their business and activities in such a manner that Fidelity's reputation, standing and goodwill are in no way affected or compromised. Accordingly, the Service Provider agrees and undertakes to adhere to the highest standards of ethics, integrity and lawful conduct in relation to performance of its obligations under this Agreement, and shall not, in particular, attempt to illegally gratify or illegally gratify any person in relation to its obligations under this Agreement.
17. The Service Provider shall provide to Fidelity on a monthly basis status of all payments made to its employees/contractors who are associated with this Agreement. In the event the Service Provider were to terminate the services of any of its employees/contractors who are associated with this Agreement, the Service Provider shall inform Fidelity within 5 days of such termination and shall simultaneously provide Fidelity with proof of having complied with all statutory obligations associated with such termination of employment. It is expressly understood by the Service Provider that Fidelity is not responsible for meeting any expenses associated with the Service Provider's employees/contractors.
18. It is mandatory for Drivers to login to the MIS application through device on each and every trip. At the trip - start point in login mode before associate login & at trip end point in logout mode after associate logout. The process has to be followed in pickups & drops.



19. Drivers should ensure to communicate politely to the associates to login to the MIS application through device while boarding the cab (login mode) & their alight the cab (logout mode). If associates do not adhere to the instruction, still transport will be provided. The driver will notify the non-compliance list of associates to transport desk after completion of that particular trip.
20. The Service Provider agrees to the following service expectations (KPI's) regarding Service provider's drivers.

### Drivers

A. All the drivers shall have a valid driving license for vehicles being driven by them.	100%
B. All the drivers shall have at least One year driving experience.	100%
C. All the drivers shall be 18 years old and above.	100%
D. Police verification/Antecedent check shall be conducted for all the drivers before employment and copies of the same shall be furnished to Fidelity.	100%
E. Speed limits should not be exceeded at any point of time, as prescribed by the transport/traffic department.	100%
F. Any acknowledgement submitted for PVC process should be renewed every year	100%
G. No driver shall be on duty for more than 12 hrs in a day.	100%
H. All the drivers, at any point of time, should not consume alcohol, tobacco, smoke or be under the influence of liquor while and in no event be consuming narcotics/Drugs. Breath analysers will be used to check adherence	100%
I. Each driver should pass a basic test on his ability to read, write and comprehend English.	100%
J. All the drivers should wear proper uniform at all times as recommended by Fidelity.	100%
K. All the drivers should be courteous to passengers at all times.	100%
L. All the drivers deputed for Fidelity including replacements thereafter, should have undergone a safe driving course conducted by an agency recommended by Fidelity and the cost of the said training should be borne by the Service Provider	100%
M. If any driver leaves Fidelity, Services Provider needs to provide replacement within 10 days.	100%
N. Service provider shall make sure that: a. Driver always carries the Fidelity and the driver ID badge provided by Fidelity b. Driver display the driver ID badge visible to all the transport users while driving / on duty. c. Driver handover the & Driver ID badge upon exit from Fidelity services on his last working day with Fidelity.	100%

- (xx) In the event the Service Provider fails to adhere to its obligations hereunder, the Service Provider will be liable for penalty in the following manner unless otherwise agreed by both parties in writing:

OCCURRENCE	CONSEQUENCES
Tampering the vehicle Gadgets / Security equipment's fitted in the vehicle.	Rs.500.00 would be deducted per instance
Driver found without ID badge	Rs.500.00 would be deducted per instance

Driver not handling the device as per Fidelity Instructions	Rs.100.00 would be deducted per instance
If Driver found not wearing Safety Seat Belts while driving	Rs.500.00 would be deducted per instance
If Driver found without proper uniform which is neat and clean	Rs.100.00 would be deducted per instance
Rude behavior with employees	Rs.100.00 would be deducted per instance
Rash Driving	Rs.100.00 would be deducted per instance
Traffic violations	Rs.100.00 would be deducted per instance
Driver using Mobile phone while driving	Rs.500.00 would be deducted per instance
Replacement driver not provided by Service Provider within 10 Days.	Rs. 100.00 would be deducted per day for any delay beyond 10 days.

(xxi) Penalty shall be calculated on monthly basis as detailed below:

OCCURRENCE	Applicability	Penalty (RS)	No of Instance	Total Penalty for the month
Tampering the vehicle Gadgets / Security equipment's fitted in the vehicle.	Per Instance	500	0	0
Driver found without ID badge	Per Instance	500	0	0
Driver not handling the device as per Fidelity Instructions	Per Instance	100	0	0
If Driver found not wearing Safety Seat Belts while driving	Per Instance	500	0	0
If Driver found without proper uniform which is neat and clean	Per Instance	100	0	0
Rude behavior with employees	Per Vehicle	100	0	0
Rash Driving	Per Instance	100	0	0
Traffic violations	Per Instance	100	0	0
Driver using Mobile phone while driving	Per Instance	500	0	0