

DTRAC GENERAL AGREEMENT

ANNEXURE

DTrac is a technology platform that assists restaurants to focus on delighting customers with quality food, while DTrac manages the rest. It offers full suite of technology solutions to make life easy.

SERVICES

Delivery Solutions – Tap into a network of delivery freelancers who pick up and deliver on-demand in return for a fee. You may also have dedicated riders working exclusively for your outlets on shift basis for optimum utilization.

Tracking Technology – Use our tracking technology for your own delivery fleet and on-field staff. Improve staff productivity, track customer experience, manage conveyance bills and cut costs.

Hiring Solutions – Hire employees, freelancers, seasonal staff and on-demand staff by accessing lakhs of job seekers

Payment Solutions – Accept all major digital wallets, cards, UPI and cash payments, both at the counter and customer's doorstep in case of delivery. Also, get single settlement - single credit in your account to keep all your reconciliation worries away.

Financing Solutions – Avail loan up to 20 Lacs at competitive rates as working capital, equipment finance, term loan, etc. No collateral required. Disbursements as fast as 3 days

BENEFITS TO RESTAURANTS

DISTANCE NO BAR, TIME NO BAR

Explore new delivery areas and new delivery timelines with our delivery solutions

PAY ONLY WHEN YOU USE

You only pay when you use our delivery services with no minimum commitment

HIRING FLEXIBILITY

Hire across all profiles; Get access to 1 Cr+ job seekers registered with Government of India

ACCEPT PAYMENT THRU ALL POPULAR MODES OF PAYMENTS AT THE TIME OF DELIVERY

Enhance your customer base by accepting all modes of payments – Cash, Cards, major Wallets, UPI, etc. Get single credit and settlement for various digital payments including wallets and UPI

DAILY CASH SETTLEMENT

Option of returning the COD amount at the counter or direct credit into your bank account.

INTERFACES

DTRAC enables requesting pick-up through the following interfaces

Android App (DTrac on the play store)

Weblink through a browser (limited functionality)

API based integration with your current POS system (basic as well as advanced integration available)

This agreement is made on 14th day of 1st month of two thousand eighteen.

The purpose of this agreement is to form a Business Partnership between DTRAC having its registered office at National Park, Lajpat Nagar – 4, New Delhi - 110024

AND

the Partner whose food delivery process would be facilitated by DTRAC. The agreement outlines respective duties and obligations for an efficient and sustainable operation.

The underpinning arrangements described in this document is to:

Fully express the roles and responsibilities of each party and

Ensure DTRAC is compliant with accrediting bodies

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Effective Date" shall mean the date on which this Agreement becomes effective;

"Law" shall include any rule, bye-law, notification, regulation, act, ordinance, administrative order, directive, order or instruction having the force of law, enacted or issued by the Central Government, the State Government or any other Government or regulatory authority or political subdivision or government agency,

"Quality and Schedule Specifications" shall mean the minimum quality standards and the time schedule specified by the Bank in relation to the Services, as set out in Schedule I hereto; and

"Personnel" shall mean any person/s employed by the Service Provider including sub-contractors and its persons deployed for the purpose of fulfilling its obligations under this Agreement.

Unless the context otherwise requires, this Agreement shall be construed as follows:

Words using the singular or plural number also include the plural or singular number, respectively;

The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;

The term "Recital", "Section", "Clause", "sub-Clause", "Schedule", "Attachment" and "Annexure" refers to the specified recital, section, clause, schedule, attachment and annexure, respectively, of this Agreement;

References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or reenacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so enacted (whether with or without modification.); and

Headings, bold, italicized and other stylized typefaces are only for convenience and shall not be considered for the purposes of interpretation/construction of this Agreement.

2. Entire Agreement

This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement..This agreement can anytime be modified by DTRAC without giving any prior notification or any other rules and it is the responsibility of the partner of keeping up with his knowledge of the all Clauses present in the Agreement.

3.YOUR CONDUCT

3.1. Your Authorization to Use the Site. You are granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with these Terms. Your authorization to use the Site and contribute to it depends on your compliance with community standards and the conduct guidelines set forth below. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of the Site and/or take other appropriate measures to enforce these community standards and conduct guidelines.

3.2. Conduct Guidelines/Community Standards. The following is a non-inclusive list of behaviors that are not permitted on the Site. You agree not to:

- 3.2.1.** upload, post, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically, or otherwise objectionable;
- 3.2.2.** harm minors in any way;
- 3.2.3.** impersonate any person or entity, including, but not limited to, any of our members, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- 3.2.4.** forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted, or otherwise made available through the Site;
- 3.2.5.** upload, post, or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- 3.2.6.** upload, post, or otherwise transmit any Content or otherwise engage in any activity that infringes, violates, or interferes with any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- 3.2.7.** upload, post, or otherwise transmit unsolicited commercial email or "spam." This includes unethical marketing, advertising, "chain letters," or any other practice that is in any way connected with "spam," such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
- 3.2.8.** upload, post, or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;
- 3.2.9.** interfere with or disrupt the Site, servers, or networks connected to the site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- 3.2.10.** intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission and any regulations having the force of law;
- 3.2.11.** "stalk" or otherwise harass another;
- 3.2.12.** promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices;
- 3.2.13.** offer for sale or sell any other type of item, good, or service except food through our site;
- 3.2.14.** use the site as a forwarding service to another website;
- 3.2.15.** allow usage by others in such a way as to violate these Terms or Any other terms on dtrac.com
- 3.2.16.** take any steps to interfere with or in any manner compromise any of our security measures;
- 3.2.17.** use the site for fraudulent purposes;
- 3.2.18.** harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- 3.2.19.** sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third-party website or service;

- 3.2.20.** copy the site or any portion thereof (other than as provided under United States copyright laws);
- 3.2.21.** remove any proprietary notices from the Site;
- 3.2.22.** cause, permit, or authorize the modification, creation of derivative works, or translation of the Site without our express permission;
- 3.2.23.** sell, assign, rent, lease, act as a service bureau, or grant rights in the site including, without limitation, through sublicense, to any other person or entity;
- 3.2.24.** attempt to decompile, reverse engineer, disassemble, modify, or hack the Site or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to the Site and/or data transmitted, processed, or stored by us or the Site;
- 3.2.25.** use the Site in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

4. SITE WARRANTY DISCLAIMER

OUR SITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, CORRECTNESS, INTEGRITY, RELIABILITY, CURRENCY, ADEQUACY, SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS SITE. WE DO NOT WARRANT THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS SITE IS FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS TO EQUIPMENT OR SOFTWARE.

5. LIMITATION OF LIABILITY

WE ARE THIRD PARTY TO THE CONTRACT AND JUST A TECHNOLOGY PROVIDANCE PLATFORM AND IN NO EVENT WILL WE BE LIABLE, NOR DO WE ASSUME RESPONSIBILITY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE APP(OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THE APP), OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR ANY KIND OF BREACH OR UNETHICAL BEHAVIOUR OF THE FREELANCER . THE RESTAURANT IS RESPONSIBLE TO CHECK BEFORE EMPLOYMENT THAT THE DELIVERY AGENT HOLDS PROPER QUALIFICATIONS AND DOCUMENTS REQUIRED FOR THE EMPLOYMENT AND THAT HE MAINTAINS GOOD BEHAVIOUR AND CARRIES HIMSELF IN PROPER DRESSCODE AS PER THE NORMS ACCEPTABLE FOR MAKING DELIVERIES TO CLIENTS.

6. .Privacy and Pricing

Your use of our Site is also subject to the terms of our Privacy Policy Statement.. You acknowledge that you have read and understand our Privacy Statement, and consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Policy Statement with due process of Law. Payments of the Freelancers are made by the Channel Partners , For Specific Pricing terms and conditions refer to the Company's Pricing Policy.

7. Copyright

The Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through

the Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, modified, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without DTRAC's prior written permission.

8.Trademark

DTRAC, the DTRAC logo, and all product names, company names, and all other trademarks and logos, unless otherwise noted, are trademarks, or its affiliates or other companies under common ownership or control or their licensors (the "Marks"). The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited and gives rise to legal liability.

9.CONTENT LICENSE We do not claim ownership of the Content you upload, place, or post through the Site. You are responsible for protecting your rights in such Content You acknowledge that we are under no obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our site. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates or is against our terms and conditions

10.Legal Fees Provision

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

11. Arbitration Clause

All the business proceedings of DTRAC mostly take place in Delhi so all the cases relating to or including DTRAC in any legal matter resulting in injunction or legal liability whatsoever fall under the Jurisdiction of Delhi High court and other delhi district courts and have to be dealt in Delhi courts only and no other state has jurisdiction over DTRAC's business proceeding

12..Term of Agreement

Commencement on the signing of these documents

Period: 12 months from signing up

Renewal: Subject to review on the anniversary of this agreement

13. Termination of Contract.

By DTRAC

At any time, either DTRAC can terminate, without liability, the agreement for any reason, with or without giving notice to its partner. In case of any unethical and non-judicial act by the partner ,DTRAC can directly terminate its Business partner agreement without giving any prior notice.

By partner

Partner can at anytime logout of or uninstall app to terminate using dtrac as the technology platform for its food Deliveries.

14. Managing Complaints and Appeals

Complaint is made by the Rsetaurant against DTRAC

In all cases a speedy outcome is desirable.

To this end any complaints should be made directly to the Compliance Manager, preferably by phone in the first instance. If a suitable solution is not forth coming the complaint should be made in writing and addressed to the

Compliance Manager. All complaints are logged in a register and prioritised with appropriate action to be taken. In consultation with the partner, a suitable solution is worked out and communicated accordingly.

Unresolved complaints may lead to a termination of the MoU.

3. Dispute Resolution If needed, the complaint can be escalated to DTRAC FOUNDER for actioning.

4. Complaint is made by DTRAC against the partner

Similarly, any complaints will be verbalised to the partner for appropriate action and if not resolved the complaint will be put in writing to the authorised person of the Company(Director/member of board of Directors)

In the event that a dispute arises, reference in the first instance will be to this agreement. Only documented evidence can be used to verify claims and this would include letter, fax or e-mails between both parties to confirm arrangements

Where these measures prove to be inadequate to resolve a dispute, a mutually acceptable third party can be nominated by either party to facilitate matters

Legal action is available to either party as per the provisions of the Company's Act 1956.

In all cases the Training Partner should first address their concerns directly to DTRAC or their representative

15. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorised and has legal capacity to execute and deliver this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

16. NON DISCLOSURE

a. I/we recognise and acknowledge the competitive value and confidential nature of internal, non-public financial and business information now and hereafter furnished to me/us or obtained by me/us from you or your representatives relating to the business and affairs, as well as the damage which could result to the business if any of this information is disclosed to any third party.

b. I/we hereby agree that the Material will be used solely for the purpose of the possible Investment, and that I/we or the directors, officers and employees ("my/our representatives") will not disclose to any third party any of the Material now or hereafter received or provided, however, that any such information may be disclosed to my/our accountants, attorneys and other confidential advisers who need to know such information for the purpose of assisting me/us in my/our consideration of this Investment, who will be advised by me/us of the confidential nature of such information.

c. In addition, without the prior consent of the business owner(s) I/we will not, and nor will our representatives nor my/our advisers disclose to any person either the fact that the discussions or negotiations are taking place concerning the possible Investment, including the status thereof except as I/we may be required by law or any stock exchange on which my/our stocks are traded. Furthermore, no disclosure or information will be sought from any person or the staff of the business without prior authorization from the business owner(s).

d. In the event that I/we do not proceed with an offer which is the subject of this letter within a reasonable time, I/we shall promptly re-deliver to you all written Material and any other material containing or reflecting any information of the business and will not retain any copies, extracts or other reproductions of such written material. All documents, memoranda, notes and other writings whatsoever prepared by me/us or my/our advisers based on the information in the Material shall also be returned to you unless you agree that they may be retained, in which case they shall be kept confidential and not used by me/us or given to any third party for any purpose.

e. In the event that the possible Investment contemplated by this Agreement shall not be consummated, neither I/we nor my/our representatives shall use any of the non-public information now or hereafter received or obtained from the Vendor (or any related entity) with respect to any of the business or affairs of

the business in furtherance of my/our business (except in negotiations of this transaction), or the business of anyone else, whether or not in competition with the business, or for any other purpose whatsoever, and I/we further agree that I/we will not solicit or entice away from the business, or any related entity, any person who was an employee of the business or any related entity at any time during the period during which I/we receive the Material for a period of two years from the date of this Agreement.

f. All Materials furnished to me/us by you after the date hereof shall be subject to the terms of this Agreement and disclosure of any facts or information about us by you would result in rise of strict legal liability on you.

g. The provisions of this letter shall be binding. I/we will procure that all of my/our subsidiary and affiliated companies comply with the provisions of this agreement as if they were bound by those provisions. This agreement shall be governed and construed in accordance with the laws of the state of Delhi(India) and I/we submit to the jurisdiction of the courts exercising jurisdiction in that state.

I/we acknowledge that by signing this agreement, I/we agree to hold all matters strictly confidential and abide by all the terms and conditions of this agreement.

17.COMPLIANCE WITH LAWS:

The Service Provider confirms that it has complied with and has all approvals/ licenses/ permissions under the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, and shall comply with the provisions thereon and shall defend/indemnify the Bank, its employees and Directors against any actions that may be initiated for non-compliance of the said Act and the Rules and shall also liable to such action as the Bank may deem fit and proper.

The Service Provider agrees that it shall comply with all applicable central, state and local bye laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or it is brought to the notice of the Bank that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect without assigning any reasons without prejudice to the rights of Bank's indemnity by Service Provider.

SIGNATURE	DTRAC	SIGNATURE	PARTNER