

OPERATOR AGREEMENT

THIS OPERATOR AGREEMENT (hereinafter referred to as the “**the Agreement**”) is entered into on this _____ (hereinafter referred to as the “**Effective Date**”) BETWEEN

1. **Komorebi Tech Solutions Pvt Ltd**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 408, 4th floor, Cityflo office, Centrum IT park, Wagle Estate, Thane 400604 (hereinafter referred to as “**Company**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of One Part;

AND

2. _____ formed under the provisions of _____ and having its registered office at _____ hereinafter referred to as the ‘Operator’ which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

Both of them are collectively referred to as “Parties”

WHEREAS:

- A) The Operator is in the business of acquiring, supplying as well as operating buses and providing services related to the same.
- B) The Company is a technology company which provides an online platform called Cityflo (hereinafter referred to as the “**Technology Platform**”). The Technology Platform is where the Operator connects with potential Customers requiring the Operator’s Service.
- C) Any person who has registered on the Company’s Technology Platform to utilise the Services provided by the Operator will hereinafter referred to as “**Customer**”.
- D) This Agreement provides the Operator’s terms of engagement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Tenure

- 1.1 This Agreement takes effect immediately as of the Effective Date and remains in full force and effect from the Effective Date (hereinafter referred to as the “Term”).
- 1.2 This Agreement shall be in effect for **2** years from the effective date and renewed after **12** months only by agreement of both the parties unless terminated with 15 days prior written notice by either party (email is acceptable) before renewal.

2. Provision of Services

- 2.1. During the Term, the Operator will provide on the Company’s Technology Platform the following Services as needed or other such Services as mutually agreed upon in writing by the Parties (email is acceptable):
 - 2.1.1 The Operator will be deemed to be a registered operator on the Company’s Technology Platform by being a party to this Agreement. Non-compliance shall be a material breach of this Agreement.
 - 2.1.2 The Operator agrees to comply with all the requirements listed in **Schedule II** during the Term of this Agreement to continue to be deemed as registered by the Company.
- 2.2. The Operator may adhere to the recommendations made by the Operations-in-Charge official (hereinafter referred to as “**OIC**”). The OIC will be any duly authorized representative of the Company. The decision of the OIC regarding the Operator will be final and binding.

3. Status of Operator

- 3.1 The Parties intend that the Operator and any Operator’s Personnel be engaged as independent contractors of the Company. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- 3.2 The Operator may not act as an agent for, or on behalf of, the Company, represent the Company, or bind the Company in any form or manner.
- 3.3 The Operator will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of the Company.
- 3.4 The Operator shall not subcontract work for the Company without prior written approval from OIC.
- 3.5 For ease and convenience in daily operations regarding the Service being provided by the Operator, the Operator will appoint an employee or an agent to be the sole point of contact for the Company.

4. Fees and other costs

- 4.1 The Company will pay the Operator a fixed amount per single trip as mentioned in the agreement. The payment for a month will be processed on or before the 30th of next month. The invoice should be generated on the last day of every month. The package mentioned is effective for a fixed number of trips (as mentioned in the appendices), and the payment will be on a pro-rata basis as per the trips taken. The mentioned package is inclusive of the fuel, toll, parking, GST (as per the provisions of GST law for. Eg. RCM, Invoicing, etc. as applicable to the Operator) , insurance or any other charges incurred thereof. The Company will not pay the operator for trips not completed by the Operator. The Company will not reimburse for weekends and public holidays. Deductions for lapses in services will be calculated as per schedule attached to this agreement.

5. Confidential Information

- 5.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential (hereinafter referred to as “Confidential Information”) as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.
- 5.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any central or state law.

6. Suspension and/or Closure of Technology Platform

- 6.1 The Company can suspend or close the Technology Platform at any time. In case the closure is without prior intimation of seven (7) days to the Operator, for reasons the Company deems fit or appropriate, the Company will pay for any financial loss limited to the hiring charges of 7 days on a pro-rata basis.
- 6.2 In the event of such suspension or closure, the Company will not be held liable by the Operator for any costs arising from such occurrence in the case prior intimation is given.

7. Termination of Agreement

- 7.1 Both Parties represent that they are fully authorized and empowered to enter into this Agreement and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.
- 7.2 The Company may terminate this Agreement for cause by providing the Operator notice if the Operator: (i) is in material breach of this Agreement and Schedules and has failed to cure such breach within five (5) days after its receipt of notice of such breach provided by the Company; (ii) engages in any unlawful business practice related to the services being provided under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.
- 7.3 Either Party may terminate this Agreement without cause with a notice of four (4) weeks
- 7.4 All pending monetary dues, if any, shall be settled within two (2) weeks from the date of termination of this Agreement.

8. Indemnity

- 8.1 The Operator shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to, the Operator's Services under this Agreement.

9. Limitation of Liability

- 9.1 The Company shall not be liable to the Operator for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, or loss or diminishing of profits or other benefits, and any claims by any third party, even if the Company has been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to claims of breach of Agreement, negligence, strict liability, and other torts.

10. Notices

- 10.1 Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the Indian post, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the Indian post

addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Operator: _____

If to the Company: Komorebi Tech Solutions Pvt. Ltd.

408, 4th Floor, Centrum Business park, Wagle estate, Thane. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

11. Miscellaneous Provisions

- 11.1 This Agreement, and any accompanying schedules, appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- 11.2 This Agreement and Schedules may be amended in writing from time to time, or supplemented with subsequent estimates for Services to be rendered by the Operator and agreed to by the Company, only by written agreement duly executed by an authorized representative of each Party (email is acceptable).
- 11.3 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 11.4 This Agreement shall not be assigned by either party without the express consent of the other Party.
- 11.5 A failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- 11.6 The merger or consolidation of the Company into or with any other entity shall not terminate this Agreement.
- 11.7 Zero tolerance policy: We as a company, have in force a zero-tolerance policy on the use of drugs or alcohol on duty which is applicable to any driver driving the bus deployed with Cityflo during the working days i.e Monday- Friday of the month. In case found guilty, the company shall immediately off-board the driver

12. Force Majeure event

- 12.1 The company shall not be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement by temporary termination or by not performing any term of this Agreement to the extent and for so long as, such temporary termination or non-performance is caused by force majeure event including but not limited to fire, floods, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, government restrictions or acts of God.
- 12.2 If the tenure of the force majeure event exceeds 60 days from the temporary termination or non-performance, then either party may terminate the contract with a notice of 7 days in writing (Email is acceptable)

13. Governing Law, Jurisdiction, and Arbitration

- 13.1 Indian law govern this Agreement. Subject to the provisions of Clause 14.2, the courts of Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

13.2 Arbitration

Any Party (hereinafter referred to as "Claimant") which claims that a dispute has arisen out of or in connection with the existence, validity, interpretation, or implementation of this Agreement (hereinafter referred to as "Dispute"), must give a written notice (hereinafter referred to as "Dispute Notice") thereof to the other Parties as soon as reasonably practicable after the Claimant has become aware of the occurrence of the event, matter or thing which is the subject of such Dispute. The Dispute Notice shall specify the particulars of the circumstances and nature of such Dispute and of the Claimant's claim(s) in relation thereto to resolve such Dispute through conciliation. For this purpose, the Parties shall, within 7 (seven) Business Days from the date of receipt of the Dispute Notice, designate one of their respective senior executive (or an individual who is an expert in the respective field of Dispute, in case of natural Person) as its representative for negotiations relating to the Dispute, which designated senior executive and/or the designated individual (as the case may be) must have the authority to settle the Dispute.

- 13.2.1 If within 30 (thirty) Business Days of the date of the Dispute Notice (hereinafter referred to as "Negotiation Period"), the Dispute is not resolved, the Dispute shall be referred to and finally resolved by arbitration presided by a sole arbitrator. The Claimant and the other Parties shall appoint the arbitrators within 10 (ten) Business Days from the expiry of the Negotiation Period. If the sole arbitrator has not been appointed in the manner set out above, then the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 13.2.3 All proceedings in any such arbitration shall be conducted in English and shall be in

accordance with the provisions of the Arbitration and Conciliation Act, 1996.

13.2.4 The venue of the arbitration proceedings shall be Mumbai.

13.2.5 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The cost of arbitration shall be borne in the manner and by the Party as determined by the sole arbitrator.

13.2.6 Notwithstanding any provision to the contrary in this Agreement, a Party may apply to any court of competent jurisdiction to seek protective orders, including injunctions and interim relief against any other Party.

13.2.7 In the event, that more than 1 (one) arbitration proceedings have been commenced between a Claimant and other Parties and if the Claimant and other Parties agree that there are common causes of action arising out of the Disputes, the Claimant and the other Parties to the arbitration proceedings shall request the sole arbitrator to consider having a consolidated arbitration proceeding to resolve the Dispute. The sole arbitrator appointed by the Claimant and other Parties shall decide on the procedure to be adhered to for constituting such consolidated arbitration proceedings.

IN WITNESS WHEREOF the undersigned have executed this Agreement at Mumbai as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

COMPANY

OPERATOR

Komorebi Tech Solutions Pvt Ltd

By:

By

Name: Rasika Dalvi

Name:

Designation: Operations Manager Supply

SCHEDULE I

Details pertaining to Buses in operations

Summary:

S. No	Particulars	Total
1	Buses to be added in the fleet	1
2	Buses temporarily on hold	0
3	Buses permanently removed from fleet	0

1. Buses added in fleet

Vehicle number	Driver KYC obtained	Vehicle registration documents verified	Road tax payment challan and Insurance policy verified
MH-XX-XX XXXX	Yes	Yes	Yes

2. Buses that are temporarily on hold

Vehicle number	Dates on which services suspended temporarily	Mail communication reference date
-	-	-

3. Buses that are permanently removed from fleet

Vehicle number	Date on which services suspended permanently	Mail communication reference date
-	-	-

SCHEDULE II

Requirements to be complied by Operator

1. The Operator including all personnel must have all required licenses and registrations required by law.
2. The Operator must ensure its personnel follow all road safety rules and regulations.
3. The Operator must ensure its staff providing the Service is in requisite uniform during the Term of this Agreement.
4. The Operator must maintain the Buses to the standards prescribed by the Company.
5. The Operator must undertake the Fitness Audit, as prescribed by the Company.
6. The Operator will carry the relevant insurance, permits and other documents on the vehicle relative to the Service that is being performed for the Company. Any non-compliance of required regulatory documents will lead to suspension of services without pay till all compliances are met.
7. The Operator must brand the vehicle as per Company requirements including but not restricted to branding on the front, sides and rear of the vehicle as per designs provided by the company.
8. The Operator will have to adhere to certain service requirements as specified in Table A. In situations mentioned in Table A, and additionally in Table B, the Operator will be liable to debits as mentioned in Table B. If the status is Cancelled, **these debits are over and above the non-payment of the trip cost to the Operator.**

TABLE A
Operator Responsibilities

Sl.No.	Category	Details
1	Bus quality	Bus to be kept clean on the exterior and interior

2	Bus quality	Bus performance to be monitored and maintained by operator. Quick resolution to be provided in the instance of mechanical or other issues
3	Punctuality	Vehicle must reach first pick-up point 15 min before scheduled time
4	Punctuality	Vehicle should leave first pick-up point on time
5	Punctuality	Driver must try to maintain Cityflo schedule on all stops
6	Punctuality	No deviation from designed route will be allowed
7	Punctuality	No halts (for fuel, toll pass renewal, etc.) will be allowed during the trip
8	Driver performance	Driver must drive safely at a comfortable speed
9	Driver performance	Driver must behave politely with customers
10	Driver performance	Driver should check boarding pass for boarding customers
11	Driver performance	The driver should keep tracking device ON from 20 min before the trip to the last drop-off point
12	Driver performance	The driver should not be found under influence of drugs or alcohol while on duty.

TABLE B**Clauses for Penalization of Operator**

Sr. No	Category	Sub-category	Trip status	Penalty/ Debit
1	Vehicle breakdown	Informed less than 1 hour before start time	Cancelled	1X trip amount
2	Vehicle breakdown	Informed 1-24 hours before start time	Cancelled	0.5X trip amount
3	Vehicle breakdown	Mechanical issues	Cancelled	0
4	Vehicle breakdown	Repeat mechanical issues (within 1 week)	Cancelled	1X trip
5	Vehicle Unavailability	Vehicle not available for either trip on Mon	Cancelled	1X trip
6	A/C issues	Not working for 1-2 trips	Running	0.5X trip amount

7	A/C issues	Not working for 2+ trips (within 1 week)	Cancelled	0.5X trip amount
8	Delay	10-15 min delay at first stop	Running	Rs 250
9	Delay	15+ min delay at first stop	Cancelled	1X trip amount

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10	Delay	Delay due to deviation during trip (for toll, fuelling, etc.)	Running	Rs 500
11	Driver change	Driver training charges per trip	Running	Rs 250
12	Driver change	Without informing	Cancelled	1X trip amount
13	Bus quality	Major issue (leading to passenger safety threat), e.g. brake fail, etc.	Cancelled	Rs 1000
14	Bus quality	Minor quality issue (including hygiene)	Running	Rs 250
15	Bus quality	Minor quality issue (after 2 days of intimation)	Running	Rs 500
16	Tracking	Tracking not working due to driver negligence (Phone lost/ not charged etc)	Running	Rs 500
17	Table A faults	Other	Running	Rs 500

SCHEDULE III

Route and Fees to be paid by Company to Operator.

(Can be revised from time to time with mutual agreement of both parties)

(Packages are for 21 days inclusive of GST and other charges)

Sr No	Route	Kilometres/day	Hiring charges for 21 days.
1	Thane - BKC	70	161000
2	Thane - Andheri	70	160000
3	Thane - Marol	70	160000
4	Thane - Goregaon	70	158000
5	Thane - Santacruz	80	165000
6	Thane - Lower Parel	90	172000
7	Thane - South Mumbai	110	190000
8	Navi Mumbai - Andheri	90	173000
9	Navi Mumbai - BKC	80	167000
10	Navi Mumbai - Worli	90	171000
11	Navi Mumbai - South Mumbai	110	190000
12	Navi Mumbai - Goregaon	110	186000

SCHEDULE IV

Bank account and other key operator details.

Name/Proprietor	
GST No.	
PAN No.	
Bank Account holder	
Bank Name	
Bank Account No.	
IFSC Code	