**Agency Agreement for Customer Search**

**is made on [●]/[●]/20\_\_**

**(hereinafter the “Effective Date”) between**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (sole executive body: director, general director, management company) acting under \_\_\_\_\_\_\_\_\_\_\_\_ (charter, power of attorney), hereinafter referred to as the "Principal", on the one hand, and SAHIL FREIGHT EXPRESS PVT. LTD., represented by Managing Director, Mr. Suhail Shaikh acting under Charter, hereinafter referred to as the "Agent", on the other hand, hereinafter jointly referred to as the "Parties", have entered into this Agency Agreement (hereinafter referred to as the "Agreement") as follows:

1. **Terms and definitions:**

**Website** https://in.my-crane.com means a software and hardware complex (database) that allows Customers to place Requests for lifting services, as well as other auxiliary services, and performs automatic processing and transmission of Requests and Offers and generation of Orders, and allows Contractors to place information about lifting mechanisms and make commercial offers for Requests.

**Lifting equipment** means special vehicles, a set of mechanisms that differ in purpose, functionality and capabilities, used in a particular industry to perform the tasks for which they are designed, including, but not limited to:

- Self-propelled vehicles (tractors, self-propelled road-building machines and other land trackless independently driven vehicles;

- Lifting mechanisms, including those mounted on automotive chassis, special automotive type chassis, pneumatic wheeled and crawler-mounted lifting cranes;

- Construction and industrial equipment and implements;

- Tower cranes (a lifting crane with a high tower, a slewing boom and a lifting winch mainly used in construction).

**Personal account** means a software interface of the Principal's interaction with the Website, which contains information about the latter, statistics and other information regarding the services provided by the Principal, as well as provides the possibility of remote interaction with the Agent, available to the Principal after authorization using a login and password on the Website, through request programs (including apps for mobile devices).

**Customer** means a person who has placed an Request on the Website for the purpose of arranging for the provision of lifting services to him by lifting equipment.

**Request Form** meansa form for the provision of lifting services completed by the Customer on the website https://in.my-crane.com and containing sufficient information for the provision of services by a potential contractor. The request contains information from the Customer about the terms of performance of services, the start date of services, the amount of necessary equipment, and information about the place of service provision. The service rendering period specified in the Request is the minimum period payable by the Customer.

**The Principal's response** (hereinafter referred to as an acceptance) means a response to the Customer’s Request, in which the Principal partially or completely accepts the terms and conditions of the Customer's Request and which contains a condition on the price of the services. At the same time, it is an acceptance/partial acceptance and has a corresponding legal effect. If the Principal does not fully accept the terms and conditions of the Customer, he undertakes to inform about the specific terms or conditions that are not accepted by him and about an alternative for such terms or conditions. The acceptance of the Request is an appendix to the Service Agreement between the Customer and the Contractor.

**User Agreement** means the terms of use of the website posted on [https://in.my-crane.com](https://in.my-crane.com/). The Principal receives user access to the Website for the purposes of the performance hereof after adhering to the rules posted on the Website.

**The Privacy Policy** means an appendix to the User Agreement, which defines the procedure for processing and protecting personal information about the Website users.

1. **Subject matter of the Agreement**
	1. On the basis of the Agreement the Agent is assigned by the Principal to search for and select counterparties/customers (hereinafter referred to as Customers) to conclude with the latter an agreement on lifting services, transportation services and other agreements similar in subject matter, under which the Principal will be the Contractor for such Customer.
	2. The Agent shall search for and select Customers using [https://in.my-crane.com](https://in.my-crane.com/) Website. The Agent shall provide the Principal with access to the Website to post the information required to search for Customers. To access the Website, the Principal agrees to accept the User Agreement and the Privacy Policy.
	3. The Principal undertakes to register on the Website (create a Personal Account), specifying and providing information sufficient to search for Customers.
	4. The Agent participates in negotiations with the found Customer, ensures the negotiation of the agreement terms and conditions between the Principal and the found Customer, providing the most favorable conditions for the latter.
	5. Under this Agreement, the Agent undertakes for a fee, as assigned by the Principal, to search for potential customers on behalf and at the expense of the Principal.
	6. The Principal shall pay the Agent remuneration for the performance of the assignment under the Agreement in the amount stipulated by the Agreement.
	7. This Agreement is also an assignment. The Agent searches for Customers on an ongoing basis, depending on the number of free-to-use lifting equipment.
	8. This Agreement provides for the Principal's obligation not to conclude similar agency agreements with other agents: Internet platforms, aggregators operating in the territory of the in the India.
2. **Term**
	1. The Agreement becomes legally effective from the date of its actual signing and is valid until December 31, 2023. If the Parties fail to agree in writing on the extension of the Agreement, it will automatically terminate on the next calendar day after the date specified in this clause. At the same time, with regard to the obligations not fulfilled hereunder, the Agreement shall continue in force until they are completely fulfilled.

1. **Obligations of the Parties**
	1. The Principal undertakes as follows:
		1. The Principal has read and agrees to the conditions specified in Appendix No. 1. These terms and conditions are not final. The final terms and conditions are established when signing the contract with the Customer.
		2. To pay the Agent remuneration in the amount, in the manner and on the terms and conditions established by the Agreement.
		3. The Principal undertakes to act in good faith in the performance of the Agreement with the Principal, taking into account the Agent's good will.
		4. The Principal undertakes not to perform any actions that may harm the Agent's good will, including, but not limited to, failure to fulfil obligations to the found Customer; performance of services of improper quality and/or with violation of deadlines; acceptance of unfeasible obligations in the contract with the Customer or obligations, which are knowingly impossible for the Principal to fulfill.
		5. The Principal shall be independently responsible for the obligations assumed pursuant to the contract with the Customer, which was found by the Agent, including, but not limited to, contractual liability, civil liability, and administrative liability.
		6. To provide the Agent with the contact details of the persons responsible for prompt interaction with regard to the performance of the Agreement, as well as details of the person entitled to represent the Principal's interests without a power of attorney (the sole executive body).
		7. To provide reliable information about the Principal’s details and other data, including, but not limited to, about the lifting equipment and the ability to provide services in accordance with the Customer's request.
		8. The terms and conditions hereof are confidential and may not be disclosed to third parties, except for legal requirements from state bodies/executive authorities. Any information that became known to the Principal within the framework of this Agreement, as well as information about the methodology of searching for Customers, the procedure and methodes of negotiating between the Agent and the Customer, the operation of the website [https://in.my-crane.com](https://in.my-crane.com/) is confidential and may not be disclosed to third parties during the term of this Agreement and three (3) years after its termination except for legal requirements from state bodies/executive authorities.
		9. The Principal adheres to all the rules of using the website and to the standards of working with Customers through the website [https://in.my-crane.com](https://in.my-crane.com/).
		10. To perform other obligations stipulated hereby.
		11. The Principal agrees and accepts the terms of the contract with the Customers found by the Agent as specified in Appendix No. 1.
		12. The Principal undertakes to exchange contracts and agreements, invoices, acts and other documents with the Customer in the Personal Account on the Website, as well as to inform the Agent about changes in the terms of cost, payment procedure, other conditions when carrying out agency activities, and also provide the Agent with all the information that the Agent will need during the performance of the Agreement.
	2. The Principal guarantees as follows:
		1. The provision of constitutive documents, licenses, documents confirming insurance, as well as documents confirming the legality of the lifting equipment ownership, which will be provided to the found Customer by uploading to the personal account on the website. The Principal is aware of and agrees to the condition that access to the Request on the Website is provided after the submission of due diligence documents, as well as after the appropriate decision is made by the Agent. The Principal is aware of and agrees to the condition that the Agent is entitled to deny access to Requests in case of doubts about the relative reliability of the provided information, as well as doubts about the Principal’s good standing.
		2. Proper condition of the lifting equipment for safe operation and provision of the lifting services.
		3. Availability of a valid Vehicle license.
		4. The lifting equipment shall be provided in a condition that meets the requirements established by the regulatory and legal acts for admission to operation of this type of lifting equipment, as well as in accordance with the established Rules and norms of lifting equipment operation, including those duly registered with the relevant government authority.
		5. Provision of qualified and certified personnel for safe operation of the lifting equipment.
	3. The Agent shall:
		1. Perform the assignment during the period of validity of this Agreement.
		2. Provide access to the website in the manner and on the terms and conditions stipulated by the Agreement.
		3. Arrange for the conclusion of contracts with Customers. The terms and conditions of Customer contracts must comply with Appendix No. 1.
		4. Execute the Principal’s instructions, if they meet the requirements specified in clause 2.1. hereof.
		5. Keep confidential the Principal’s prices and pricing policy and not disclose the same to third parties.
		6. Have agreed with the Principal any actions that may entail additional costs associated with the performance hereof.
	4. The Agent has the right to:
		1. To carry out supervisory activities to check the technical condition of the Principal’s lifting equipment, and the quality of the services rendered for the operation of the lifting equipment. At the same time, the Agent may independently determine the methods, frequency and grounds for supervisory activities.
		2. Make changes to the content, functionality and user interface of the website at his own discretion and without the Principal’s consent.
		3. Request scanned copies of the documents specified in clause 4.2.1 hereof by placing a request in the Principal's Personal Account or sending a request to the Principal's email address.
2. **Settlements under the Agreement**
	1. For the execution of the order under this Agreement, the Principal shall pay the Agent a fee, which is determined by the Parties upon signing the agreement.
	2. Funds under the contract between the Customer and the Principal shall be transferred to the Agent's current account. The Agent shall transfer the funds to the Principal less the agency fee and any applicable tax payments within five (5) working days from the date of receipt of the funds from the Customer.
	3. The Agent shall send to the Principal an Act of Services Rendered containing the Agent's report, and an invoice, within five (5) working days from the date when the Principal submits the Act of Services Rendered to the Customer in accordance with the concluded service contract with the Customer and each individual Request. The Principal undertakes to accept and sign the act of provision of agency services containing the Agent's report, within five (5) working days from the date of receipt of the relevant documents, or send a reasoned written refusal (complaint) to sign the relevant documents.
3. **Liability of the Parties**
	1. For non-performance or improper performance of obligations hereunder, the Parties shall be held liable in accordance with the terms of the Agreement, and to the extent not regulated by the terms hereof, the effective legislation of the India.
	2. In case of the Principal’s violation of the terms of signing an Act of Services Rendered in accordance with clause 4.3., and in case of the absence of a reasoned refusal (claim) from the Principal as regards the signing of the documents specified in clause 4.3., the Principal shall pay a fine of 0.1% of the amount of the unsigned act for each day of delay.
4. **Force majeure**
	1. Upon the occurrence of force majeure circumstances beyond the reasonable foresight and control of the Parties, the parties shall be exempt from liability for obligations related to the full or partial non-performance of the Agreement for the duration of such circumstances or their consequences. The concept of force majeure shall be defined in accordance with the applicable laws of the India.
	2. The Parties undertake to inform each other within seven calendar days from the date of the occurrence of the event about the occurrence and cessation of force majeure circumstances and the expected duration of their action, in writing signed by duly authorized persons.
	3. The Party affected by force majeure shall use its best efforts to reduce the damage caused by such circumstances to both parties, and if it fails to take the necessary measures to preserve any assets at its disposal, shall cover those losses to the other Party.
	4. The occurrence of force majeure circumstances must be confirmed by the Chamber of Commerce and Industry of the India or another authorized body.
5. **Amendment and early termination of the Agreement**

8.1. All amendments and additions to the Agreement are valid if made in writing and signed by both Parties.

8.2. The Agreement may be terminated prematurely by agreement of the Parties by sending a written notice for 1 (one) month to the other Party, or on the grounds and in accordance with the procedure provided for by the legislation of the India.

8.3. The Principal does not have the right to terminate this Agreement in accordance with clause 5.2. in the case of obligations already incurred to the Customer.

8.4. The Agent has the right to unilaterally terminate this Agreement in case of violation of the terms and conditions of providing services by the Principal in accordance with this Agreement and the agreement on the provision of services specified in Annex 1.

8.5. Termination shall not relieve either party from obligations which may already have arisen in respect of any action or omission before termination.

8.6. In case of early termination of the Agreement or at the written request of the Agent, the Principal returns or destroys, at the request of the Agent, all information and documents related to this Agreement, including, but not limited to, all technical conditions, documents and data, depending on the circumstances, in the possession of the Principal or in the possession of his representatives, in written, graphic, electromagnetic or any other form.

8.7. The Principal hereby expressly acknowledges and agrees that all intellectual property rights, including, but not limited to, the trade name, sign, logo and goodwill belong to the Agent, and the Principal has no right, property or interest in them.

1. **Final provisions**
	1. This Agreement is concluded in two copies of equal legal force, one copy for each Party.
	2. Any arrangement between the Parties entailing new obligations that do not arise from this Agreement must be confirmed by the Parties in the form of additions hereto. All amendments and additions to the Agency Agreement are considered valid if they are made in writing and signed by duly authorized representatives of the Parties.
	3. Principal may transfer its rights and obligations hereunder to third parties without the prior written consent of the Agent.
	4. References to a word or a term herein in the singular include references to that word or term in the plural. References to a word or a term in the plural include references to that word or term in the singular. This rule applies, unless otherwise follows from the text of the Agreement.
	5. The Parties agree that, with the exception of information that, in accordance with the legislation of the India cannot constitute a trade secret of a person, the contents of the Agreement, as well as all documents transferred by the Parties to each other in connection herewith shall be treated as confidential and related to trade secrets of the Parties, which shall not be disclosed without the written consent of the other Party.
	6. For the purposes of convenience herein, the Parties shall also include their authorized representatives and possible legal successors and assigns.
	7. Notices and documents to be delivered hereunder shall be sent in writing to the following addresses:

9.7.1. For the Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9.7.2. For the Agent: In.info@my-crane.com.

* 1. Any messages shall be valid from the date of delivery to the appropriate correspondence address.
	2. If the addresses or other details of either Party as a legal entity specified in clause 9.7 of this Agreement are changed, it shall notify the other Party thereof within ten (10) calendar days, provided that such a new correspondence address may only be an address in the of the India. Otherwise, the Party’s fulfillment of its obligations in accordance with the previous details will be considered the proper fulfillment of its obligations hereunder.
	3. The terms and conditions of this Agreement shall be binding upon the legal successors and assigns of the Parties.

9.12. This Agreement is legally binding and is the basis for cooperation between the Parties. Additional legal obligations arise as a result of making changes to this Agreement and processing other documents that may be required.

9.13. The rights and remedies provided for in this Agreement are cumulative and do not exclude any rights and remedies provided for by law.

9.14. If a provision of this Agreement is found to be illegal, invalid or unenforceable, then to the extent that it is illegal, invalid or unenforceable, this provision will not be valid and will be treated as if it had not been included in this Agreement.

**10. Applicable law and jurisdiction**

10.1. The seat of the arbitration shall be in Mumbai, India and the Courts in Mumbai shall have jurisdiction. The arbitration proceedings including the consequent documentations shall be in English language. Only India Laws shall be made applicable.

10.2. The sole arbitrator so appointed shall not be below the designation/rank of retired District Judge.

1. **Addresses and details of the Parties**

|  |  |
| --- | --- |
| **Principal** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **Agent****SAHIL FREIGHT EXPRESS PVT. LTD.** |
|  | **Registered at: 344, Sethna Hall Compound, Nesbit Road, Mazagaon, Mumbai : 400 010 INDIA** |
| **General Director** **\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **Managing Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Mr. Suhail Shaikh,**  |

Appendix No. 1 to the

Agency Agreement for Customer Search

is made on [●]/[●]/20\_\_

CONTRACT FOR THE PROVISION OF LIFTING SERVICES NO.\_\_\_

is made on [●]/[●]/20\_\_ ("Effective date") by the

following parties:

[ ● ], a company registered in accordance with the legislation of [ ● ], having a registered address in [●] in the person of [ ● ] acting on the basis of [●] (hereinafter referred to as the " Customer”), on the one hand, and

[ ● ], a company registered in accordance with the legislation of [ ● ], having a registered address in [●] in the person of [ ● ] acting on the basis of [ ● ] (hereinafter referred to as the " Contractor”), the other party

SAHIL FREIGHT EXPRESS PVT. LTD., represented by Managing Director, Mr. Suhail Shaikh acting under Charter, hereinafter referred to as the "Agent",

hereinafter collectively referred to as the "Parties", and separately as the "Party", have concluded this Agreement (hereinafter referred to as the "Agreement") on the following:

1. DEFINITIONS AND INTERPRETATION OF THE TERMS OF THE CONTRACT

1.1. For the purpose of interpreting the terms of the Agreement, the following definitions are used:

Customer – a party under a civil contract, in whose favor the provision of services/performance of works/delivery of Cargo /transfer of property and (or) property rights, its personnel and other persons acting on the Customer's side under the Contract is carried out. The customer is a person who has placed an Request on the Website for the purpose of organizing the provision of lifting services of the EQUIPMENT to him.

Website my-crane.com -the software and hardware complex (database) of the Agent (on the basis of the relevant contract), which allows the Customer to place Requests for the provision of lifting services, as well as other additional services, and performs automatic processing and transmission of Requests, Proposals and the formation of Orders, and the Contractor - to place information about lifting mechanisms and make commercial proposals for Requests.

Lifting mechanisms (hereinafter referred to as Equipment) are special vehicles, a set of mechanisms that differ in purpose, functionality and capabilities, used in a particular industry to solve the tasks for which they are intended, including, but not limited to:

- self-propelled vehicles (tractors, self-propelled road construction vehicles and other ground-based trackless mechanical vehicles with independent drive);

- lifting EQUIPMENT, including those installed on an automobile chassis, a special automobile-type chassis, lifting cranes on pneumatic wheels and crawlers;

- construction, industrial equipment, inventory;

- tower cranes (a lifting crane used mainly in construction and having a high tower, a rotary boom and a lifting winch).

Request – a form filled out by the Customer on the Website for the provision of lifting services, containing sufficient information for the provision of services by a potential contractor. The Request contains information from the Customer about the terms of performance of services, the timing of the start of the provision of services, the amount of necessary equipment, information about the place of provision of services (Annex No. 2). The period for the provision of services specified in the Request is the minimum period that the Customer pays for.

The Contractor's response (hereinafter referred to as acceptance) is a response to an Request from the Customer, in which the Contractor partially or completely accepts the terms of the Request from the Customer and contains a condition on the price of rendering services. At the same time, it is an acceptance/partial acceptance and has the appropriate legal force. If the Contractor does not fully accept the terms of the Customer, it undertakes to inform about the specific conditions that are not accepted by him and about the alternative under such conditions. The acceptance of the Request is an Annex to the Service Agreement between the Customer and the Contractor.

Contractor – a party under a civil contract that provides services/works / supplies Cargo /transfers property and (or) property rights, its personnel and other persons acting on the side of the Contractor under the Contract,

Work site – A place for the provision of lifting services;

Cargo-means material values that need to be placed in a different place from the original location with the help of the Equipment;

Method Statements – a project for the production of work by cranes.

1.2. When interpreting the terms of this Agreement, not only the literal content of words and expressions is taken into account, but also the actual will of the parties and the purpose for which the Agreement is concluded.

2. SUBJECT OF THE CONTRACT

2.1. This Agreement is a framework Agreement and defines the general conditions of the Parties ' binding relationships, which can be specified and clarified by concluding a separate Annex/Request to this Agreement.

2.2. In accordance with this Agreement, the Contractor undertakes to provide services/perform works, and the Customer accepts the services provided/performed works and pays for them on the terms agreed by the Parties in the Annex/Request to the Agreement.

2.3. The Customer's Request contains an indication of:

2.3.1. place of rendering of lifting Services;

2.3.2. the number of Equipment and their distinctive characteristics;

2.3.3. specification of lifting Services;

2.3.4. terms of performance of obligations;

2.3.5. payment procedure;

2.3.6. other essential conditions provided for by the civil legislation of the India for such types of transactions, as well as other conditions provided for filling out an Request on the Website.

2.4. The Contractor's response must contain information about the acceptance/partial acceptance, as well as the price of Services for a specific Request. In case of partial acceptance, the Contractor indicates the conditions of the Request with which he does not agree and offers an alternative to such conditions.

2.5. The Request and the Contractor's Response are an Annex to the Agreement, are an integral part of the Agreement, and should not contradict its provisions. If there are contradictions between the provisions of the Agreement and the provisions of the Annex, the provisions set out in the Contract shall prevail. The Parties are aware and this Agreement stipulates that the placement of Requests and Responses of the Contractor is carried out on the Website in electronic form.

The Contractor undertakes to exchange contracts and agreements, invoices, acts and other documents with the Customer in the Personal Account on the Website, as well as inform the Agent about changes in the terms of cost, payment procedure, other conditions in the course of agency activities, and also provide the Agent with all the information that the Agent will need during the performance of the Agreement.

2.6. Payment for Services is carried out by the Customer to the Agent's settlement account, since the Agent provides a website that allows you to conclude transactions using the Website.

2.7. In the absence of at least one of the essential terms of the Agreement in the Annex , the Annex is considered not concluded.

3. TERM OF THE AGREEMENT

3.1. This Agreement comes into force from the moment of its signing by the Parties and is valid until December 31, 2023, and in terms of settlements until the Parties fully fulfill their obligations.

3.2. In terms of the conditions established by the Request, the relevant conditions come into force from the moment the Parties agree on the Request.

3.3. The validity period of the Request may not exceed the validity period of the Agreement.

4. THE PROCEDURE FOR THE FULFILLMENT OF OBLIGATIONS BY THE CONTRACTOR

4.1. The Contractor provides services/performs work in the manner and within the time limits set by the Parties in the relevant Annex.

4.2. Registration of the results of the services rendered/works performed is carried out by authorized representatives of the Parties by signing an Act on the services rendered/works performed.

4.3. In case of the Contractor's written consent, the Terms of rendering Services under the Service Agreement are automatically extended for an equal number of days, but not more than 30 (Thirty) calendar days, if any of the following circumstances occur:

4.3.1. in case of Force majeure circumstances affecting the fulfillment of the obligations of the Parties under the Agreement;

4.3.2. if the provision of Services has been suspended at the direction of the Customer, the state authorities of the India and/or by mutual consent of the Parties;

4.3.3. in the event of a delay in the delivery of technical (project or working) documentation by the Customer to the Contractor;

4.3.4. if the Customer makes changes to the technical (design or working) documentation submitted to the Contractor for the provision of Services, if such changes make it impossible for the Contractor to provide Services under the Contract on the same terms;

4.3.5. in case of adverse weather conditions that do not allow the Contractor to provide Services in compliance with safety regulations in accordance with the current regulations of the India.

4.4. The Customer is liable to the Contractor for damages caused by the EQUIPMENT due to the fault of the Customer during the period of rendering Services.

4.5. The Contractor reserves the right to replace the EQUIPMENT with an equivalent (similar)one EQUIPMENT, by prior agreement with the Customer, without violating the terms agreed by the Parties for the provision of Services.

4.6. The Parties are responsible for ensuring safe working conditions for Personnel and guarantee compliance with the legislation (the law on labor protection and industrial safety) during the provision of Services.

4.7. Under no circumstances is the Contractor obliged to carry out lifting services or follow the instructions and/or orders of the Customer, and starting to suspend if it poses a danger to the life and health of people, a danger to property or the environment.

4.8. The Contractor is obliged to:

4.8.1. Ensure the mobilization of the EQUIPMENT to the place of provision of Services in good condition.

4.8.2. Submit invoices, invoices, with acts of Services rendered, replacement reports on the Website within the terms established by the Agreement.

4.8.3. Be responsible for ensuring the requirements of safe work production.

4.8.4. The Contractor guarantees the availability and validity of all licenses and permits of state bodies necessary for the provision of Services under this Agreement (including documents required in accordance with the legislation of the India for the safe operation of the EQUIPMENT).

4.9. The Parties undertake to make all their efforts for the timely execution of the Agreement. A party that foresees losses that can be avoided is obliged to take measures to reduce its losses.

4.10. A Party that has suffered damage as a result of non-fulfillment or improper fulfillment by the other Party of its obligations under the Agreement has the right to demand compensation for documented damage established with a reasonable degree of reliability.

4.11. The amount of material liability under this Agreement, including all and any losses, penalties (fines, penalties), is limited to the size of the Agreement Price and under no circumstances can exceed this amount. This limitation of liability condition applies to the Customer's liability insurance contract.

4.12. The Contractor guarantees that it complies with all necessary measures of fire, radiation safety, labor protection and sanitation, environmental protection and road safety at the Facilities in accordance with the legislative, regulatory and regulatory acts in force in the India during the entire Term of the Agreement.

4.13. The Contractor ensures strict compliance with the requirements applicable at the Customer's Facilities, the Regulations on access and intra-facility modes.

4.14. Within three (3) days, at the request of the Agent, provide information about the transactions made with the Customer, including, but not exclusively, the amount of transactions, the number, date of completion, and the presence of claims.

4.15. The Contractor undertakes to immediately notify the Customer in writing about circumstances beyond the Contractor's control that threaten the quality of the provision of Services, or create the impossibility of their provision on time.

4.16. The Contractor undertakes at any time to provide Services in strict accordance with the Request within the established time frame, with the proper skills, experience, efficiency and level of professional quality reasonably expected from a professional with the qualifications and experience suitable for providing such Services.

5. THE ORDER OF FULFILLMENT OF OBLIGATIONS BY THE CUSTOMER

5.1. The period for the provision of Services specified in the Request is the minimum period that the Customer pays for.

5.2. The Customer is obliged to appoint a responsible representative who must have the appropriate authority to make any decisions on the provision of Services on the Work Site, especially in the event of unforeseen or extraordinary circumstances.

5.3. The Customer, in accordance with the Method Statements, is obliged to ensure that the working and territorial conditions at the Work Site are consistent.

5.4. The customer guarantees the availability of adequate Working platform for the provision of lifting services and the operation of Equipment.

5.5. Crane working area for lifting services should be safe for Staff and Equipment Artist, to take into account the technical characteristics of the PUM Artist and the characteristics of the Cargo and prepared taking into account the requirements of the legislation, safety, environmental protection, fire safety, traffic rules and requirements of throughput and inside the object mode.

5.12. The Customer is obliged to:

5.12.1. If the Contractor also develops a Method Statements for the Customer, approve the Method Statements to the Contractor.

5.12.2. Prepare a Working Platform for the provision of Services, in terms of suitability and safety for the EQUIPMENT and the Contractor's personnel, taking into account the requirements of the Method Statements;

5.12.3. Ensure unhindered access of the EQUIPMENT and the Contractor's personnel to the Working Platform, including permits and passes, if the Contractor provides the Customer with the documents necessary for the registration of the relevant permits and passes.

5.12.4. Prepare the roads and the Work Site in accordance with the requirements of the Contractor and the Method Statements.

5.12.5. Make timely payment for Services in accordance with the Annex to this Agreement.

5.12.6. Sign the Act on the provision of Services in a timely manner.

5.13. The Customer has the right to require the Contractor to provide information about the process of providing Services.

5.14.Within three (3) days, at the request of the Agent, provide information on transactions made with the Contractor, including, but not exclusively, the amount of transactions, the number, date of completion, and the presence of claims.

6. THE CONTRACTOR HAS THE RIGHT TO

6.1. Not to start providing Services or suspend the provision of Services by notifying the Customer in advance in the following cases:

6.1.1. Prior to the approval of the Customer Lead.

6.1.2. In case of discrepancy of a Working platform to provide Services security requirements for staff and Equipment Artist, the characteristics of the Cargo, as well as the requirements of the Legislation and Customer requirements in the field, safety, environmental protection, fire safety, traffic rules and requirements of throughput and inside the object mode of the requirements specified in the Lead.

6.1.3. If the provision of Services is potentially unsafe or potentially dangerous to the life and health of people, or dangerous to property, or third parties, or the environment.

6.2. Temporarily suspend the provision of Services until the shortcomings (comments) are eliminated, notifying the Customer in writing, in case of the following circumstances due to the fault of the Customer:

6.2.1. if the working and territorial conditions of the Working Site do not meet the requirements specified in the Method Statements or other requirements of the legislation of the India;

6.2.2. the Customer's failure to fulfill the obligation provided for in paragraph 5.12 of this annex;

6.2.3. The Customer violates its obligations to pay for the Services rendered for a period of more than 10 (ten) calendar days;

6.2.4. Downtime caused by adverse weather conditions in accordance with the established limits of the standards for EQUIPMENT passports (including air temperature below minus 25C or wind force exceeding the permissible according to the Method Statements) is paid by the Customer at the EQUIPMENT downtime rates.

6.3. The Contractor is not responsible for the loss, shortage or damage (damage) of the Cargo, if they occurred due to circumstances that the Contractor could not prevent and the elimination of which did not depend on him, including cases related to:

6.3.1. inaccurate, incorrect and incomplete documentation and information provided by the Customer;

6.3.2. inaccurate and incomplete instructions, instructions, actions or omissions of the Customer or another person on his behalf;

6.3.3. actions or omissions of third parties of the Customer, including organizations (legal entities and / or sole proprietors) organizing loading and unloading operations, warehouse employees, loaders, port managers, other contractors of the Customer;

6.3.4. if the ground does not withstand the pressure during the provision of Services;

6.3.5. provision of faulty lifting points, support points, support points and / or fastening points, which must be strong enough to provide Services;

6.3.6. improper strengthening of the EQUIPMENT work site;

6.3.7. factory defect or lack of Cargo;

6.3.8. other omissions of the Customer regarding the safety of the Cargo for loading or loading;

6.3.9. in case of presentation of the Cargo other than that originally specified by the Customer;

6.3.10. due to the fault of third parties;

6.3.11. with force majeure.

6.4. The Contractor has the right to replace the EQUIPMENT selected by the Customer (provided to the Customer by the EQUIPMENT) with an equivalent one according to the characteristics and requirements of the Customer.

7. AGREEMENT PRICE AND SETTLEMENT PROCEDURE

7.1. The price of the Contract is determined in the appropriate Annex (Request and Response of the Contractor) to the Contract. The settlement procedure is also regulated by the Annex to the Agreement.

7.2. Payment is made by the Customer by transferring funds to the Agent's current account.

8. OTHER CONDITIONS

8.1. For the purposes of confirming the provision of Services by the Contractor, the Customer and the Contractor sign a report (reports) and an Act on the provision of Services.

8.2. The Customer considers the report submitted by the Contractor within 3 (three) working days from the date of its receipt (hereinafter referred to as the Report Review Period). If the Customer does not agree with the submitted report (including due to incorrect indication of the time and reasons for the downtime of the EQUIPMENT), the Customer or the Customer's representative puts a mark "I do not agree" and returns it to the Contractor together with his reasoned written objection. If, after the Deadline for reviewing the report, the report submitted by the Contractor is not signed by the Customer and the Customer does not submit reasoned written objections to the specified report, then such a report is considered accepted by the Customer without comments.

8.3. Within 5 (five) working days from the date of receipt of the Act on the Services Rendered (hereinafter – the deadline for the adoption of the Act on the Services rendered), the Customer is obliged to sign such an act and hand over 1 copy to the Contractor or notify the Contractor of the refusal to sign the Act, explaining his refusal. If, after the Deadline for the adoption of the Act on the Services Rendered, the Act on the Services Rendered submitted by the Contractor is not signed by the Customer and no reasoned written objections to such an act are submitted, then such an act is considered to be accepted by the Customer without comments.

8.4. The Parties have agreed that the exchange of reports, Acts on the provision of Services and other documents is carried out, including in the Personal Account. Documents sent through the Personal Account are considered to be received by the second Party on the day following the day of sending. The subsequent exchange of the originals of the signed documents is carried out by the Parties by mail/courier or by other available means.

8.5. All payments are made in dirhams by transferring funds to the Agent's current account.

8.6. The monetary obligation of the Customer is considered fulfilled from the moment of receipt of funds to the account of the settlement Agent.

8.7. In case of improper performance (delay in performance) by the Customer of its obligations to pay for the Services rendered under this Agreement, the Contractor has the right to demand from the Customer the payment of penalties in the amount of 0.1 % to 0.5% of the amount unpaid on time, for each day of delay. The final percentage of penalties is specified in the Service Agreement between the Customer and the Contractor.

8.8. In case of violation by the Contractor through his own fault of the terms of rendering Services, the Customer has the right to demand from the Contractor payment of penalties in the amount of 0.1 % to 0.5% for each day of such violation, from the cost of unproven Services. The final percentage of penalties is specified in the Service Agreement between the Customer and the Contractor.

8.9. The Parties agree that the penalty (except in cases of damage), i.e. the amount of money specified in clause 8.7. of the Agreement, is the only financial compensation for the Parties, covering, among other things, losses related to the violation of the terms by the Parties.

8.10. Payment of fines, penalties and penalties, as well as compensation for losses, does not release the Parties from fulfilling their obligations under the Agreement.

8.11. The Contractor is released from liability for late performance of obligations in the following circumstances:

8.11.1. non-fulfillment or improper fulfillment by the Customer of its counter obligations under the Agreement, affecting the terms of the provision of Services;

8.11.2. late provision of information or the Cargo itself;

8.11.3. non-preparation of the Work site;

8.11.4. as a result of instructions, instructions, actions or omissions of the Customer and if the Contractor has notified the Customer about this, and the Customer insisted on such instructions, instructions;

8.11.5. as a result of the suspension of the provision of Services by the Customer;

8.11.6. if the delay or suspension of the provision of Services occurred as a result of the actions of the Customer or third parties, and if the Contractor has notified the Customer about this;

8.11.7. significant changes to internal rules and requirements, safety requirements, and other rules and requirements applicable under this Agreement;

8.11.8. if the delay or suspension of the provision of Services occurred as a result of conditions that make the provision of Services potentially unsafe or potentially dangerous to the life, health or property of the Contractor, the Customer or third parties;

8.11.9. under other circumstances or events beyond the control of the Contractor, including, among other things, force majeure events.

9. LIABILITY OF THE PARTIES

9.1.The Parties are liable for non-performance or improper performance of their obligations under this Agreement in accordance with the current legislation of the India.

9.2. Penalties do not release the Parties from fulfilling their obligations under this Agreement.

9.3. At the choice of the Customer and the Contractor, the Parties have the right to include the following conditions in the Contract:

9.3.1. If the Customer or a person on whose behalf the Customer provides Services is brought to administrative responsibility due to the Contractor's fault for the actions/inaction of the Contractor, as well as as a result of misleading the Customer about the compliance of the EQUIPMENT with technical requirements and safety requirements for the provision of Services, the Contractor undertakes to reimburse the documented penalties presented to the Customer.

9.3.2. If the Contractor is brought to administrative responsibility due to the Customer's fault for actions/inaction, the Customer undertakes to reimburse the documented penalties imposed on the Contractor.

9.3.3. If the Customer enters into a Service Agreement with the Contractor for the purpose of providing services under a Service Agreement with the customer, where the Customer is the contractor, and such customer holds the Customer liable for violation of technical, environmental and other rules and regulations for the provision of Services, the Customer has the right to recover the appropriate amount of documented penalties from the Contractor as compensation for losses, and the Contractor is obliged to reimburse such penalties.

9.4. The Agent is not responsible for the obligations of the Parties assumed in accordance with this Agreement and subsequent annexes and/or additions to it.

9.5. The Parties must protect, secure and protect the Agent, its officers, directors and employees from all losses, claims, costs, obligations, damages and expenses (whether civil, criminal, direct or indirect, economic, financial, indirect losses), including, without limitation, lost profits, loss of goodwill, lost opportunity or otherwise incurred losses of the Parties or any of their representatives and / or officers as a result of any intentional default, negligent or unlawful act, or omission of the Parties or their employees, or representatives or any violation by a Party or any of the provisions of this Agreement.

10. CONFIDENTIAL INFORMATION

10.1. The Parties hereby agree that confidential information is any information that the Parties exchanged during the conclusion, execution and termination of this Agreement, Annexes to this Agreement. During the term of this Agreement and for 3 (three) years after its termination (unless a longer period is provided for by the legislation of the India), the receiving Party undertakes not to disclose any confidential information received from the Party that provided the information without the prior written consent of the other Party. Disclosure of information to third parties by a Party to this Agreement, if necessary for the fulfillment of the terms of the Agreement, is allowed with the written permission of the other Party.

10.2. A Party that has received any confidential information, including in oral form, provided that a written communication regarding the confidentiality of such information was received from the other Party, should not disclose it, and undertakes to process such information with the degree of care and prudence that is applied to its information of the same level of importance.

10.3. In order to preserve the confidentiality of information, the Parties undertake:

10.3.1. limit, for its part, the circle of persons who have access to confidential information to those persons and employees who need it for the performance of this Agreement and with whom the relevant confidentiality agreements have been concluded, keep records of these persons;

10.3.2. ensure that such persons and employees comply with their obligations not to disclose confidential information;

10.3.3. establish the procedure for handling confidential information, familiarize these persons and employees with the established procedure, as well as with the measures of responsibility for its violation;

10.3.4. upon the expiration of this Agreement or in the case of reorganization/liquidation of one of the Parties before the expiration of its validity, return or destroy, at the request of the other Party, all material carriers that contain confidential information.

10.4. If the Parties violate their obligations under this section of the Agreement, the Parties expressly agree to pay the Agent the losses incurred as a result of such violation. The payment of such damages does not deprive the Agent of the right to claim additional damages and remedies, including, but not limited to, a fair measure of judicial assistance that may be necessary to protect the Agent in connection with the violation of the above provisions by the Parties.

11. FORCE MAJEURE CIRCUMSTANCES

11.1. The Parties are released from liability for full or partial non-fulfillment of obligations under this Agreement upon the occurrence of force majeure circumstances, including:

11.1.1. natural disasters, as a result of which the Parties will not be able to fulfill their obligations;

11.1.2. political unrest, riots, military actions or their consequences that may affect the fulfillment of the terms of this Agreement;

11.1.3. the issuance of acts by state authorities or management bodies that make it impossible for the Parties to fulfill their obligations.

11.2. Upon the occurrence of force majeure circumstances, the affected Party must immediately notify the other Party in writing about these circumstances as soon as possible. The notification must contain information about the nature of force majeure circumstances, as well as an assessment of their impact on the possibility of the Party to fulfill its obligations under this Agreement and the expected period for the fulfillment of such obligations. The term of performance by the Parties of their obligations under this Agreement is extended in proportion to the time during which force majeure circumstances and their consequences that hinder the performance of this Agreement are in effect.

11.3. The occurrence of force majeure circumstances must necessarily be confirmed by the authorized body of the India.

11.4. Upon termination of the force majeure circumstances, the relevant Party must notify the other Party in writing without delay, but no later than 3 (three) working days from the date of termination of the force majeure circumstances and their consequences that hinder the performance of this Agreement. The notice must specify the period in which it is expected to fulfill the obligations under this Agreement.

11.5. In cases where force majeure circumstances and (or) their consequences continue to operate for more than 3 (three) consecutive months, either Party has the right to unilaterally terminate this Agreement out of court, notifying the other Party in writing 10 (ten) working days before the planned date of termination of the Agreement. The Parties will make all reasonable efforts to reduce any losses that they may incur as a result of the termination of the Agreement due to the force majeure circumstances.

12. DISPUTE RESOLUTION

12.1. Disputes between the Parties arising in connection with this Agreement are resolved by sending a written claim stating their claims. The term of consideration of the claim is 10 (ten) calendar days from the date of its receipt. Claims and other legally significant messages can be sent by the Parties to each other in one of the following ways:

12.1.1. by a valuable letter with an inventory of the attachment to the address of the Party's location;

12.1.2. transfer personally to the Party or its authorized representative under the signature, or according to the transfer act.

12.2. The seat of the arbitration shall be in Mumbai, India and the Courts in Mumbai shall have jurisdiction. The arbitration proceedings including the consequent documentations shall be in English language. Only India Laws shall be made applicable.

12.3. The sole arbitrator so appointed shall not be below the designation/rank of retired District Judge.

13. OTHER CONDITIONS

13.1. A Party has no right to invoke the invalidity of the Agreement if it intended to perform it or, based on its behavior, the other Party relied on the validity of the Agreement.

13.2. A Party has no right to refer to the non-conclusion of the Contract if it has accepted full or partial performance under the Contract from the other party or otherwise confirmed the validity of the Agreement.

13.3. The Party is not entitled to transfer its rights and obligations under this Agreement to third parties without the written consent of the other Party.

13.4. The Parties are obliged to notify each other in writing about the change of addresses and bank details within 3 (three) days from the date of such change. The responsibility for non-fulfillment of this requirement and all the negative consequences associated with it is borne by the Party that violated it.

13.4.1. Notifications and documents transmitted under the Agreement are sent in writing to the following addresses:

For the Customer: [●]

For the Performer: [●]

For the Agent: In.info@my-crane.com

13.4.2. Each Party must notify the other Party of a change in any information by sending a notification no later than five (5) days from the date when such a change occurred.

13.5. The rights and remedies provided for in this Agreement are cumulative and do not exclude any rights and remedies provided for by law.

13.6. In other respects, which is not provided for in this Agreement, the Parties are guided by the current legislation of the India.

13.7. This Agreement is drawn up in 3 (three) copies having equal legal force, one copy for each of the Parties.

**14. DETAILS OF THE PARTIES**

|  |  |
| --- | --- |
| **CUSTOMER** | **CONTRACTOR**  |
| [●]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ [●] | [●]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ [●] |
|  |  |
| **AGENT** |  |
| [●]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ [●] |  |