



## SERVICE AGREEMENT

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THIS AGREEMENT is made on the date of e-contract while signing up and opening an account in the website/and or application.

**Laalsa Business Insights Private Limited**, having its registered office at 2<sup>nd</sup> Floor, Space and More Business Park, Plot No 48 & 49, Lumbini Layout, Opp to Bio Diversity Park, Gachibowli, Hyderabad 500032 (hereinafter referred to as the “**Laalsa**”)

**WHEREAS** Laalsa is carrying on the business in food fulfillment & logistics and owns and operates an online market place accessible through a product platform comprised of web interface(s) and to the public via a Mobile and Web applications which acts as an online platform for different Restaurants to sell their food and for different buyers to access and purchase variety of food products offered by Restaurants;

**AND WHEREAS** coming to know about the specialization in business logistics & food fulfillment, Restaurant desirous of utilizing Laalsa state of art technology in promoting their business in their restaurant has approached the Laalsa and evinced interest to use their platform for their restaurant solutions, food delivery and other services.

**AND WHEREAS** considering the interest and approach of the Restaurant, Laalsa has agreed to extend its co-operation in promoting the business interest under the platform of "LAALSA"

**AND WHEREAS** in pursuance of the oral discussions held between the parties hereto, they have decided to condense the same in writing and as such this "SERVICE AGREEMENT " has been entered with the following terms and conditions.

### **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. “**Buyer**” shall mean any user of the App who purchases any Food Product of the Restaurant through the “LAALSA” Product Platform.
2. “**Delivery Fees**” shall mean the fees payable to LAALSA for availing of the delivery services through LAALSA’s Delivery services and shall mean the delivery fees as may be provided from time to time in the ‘LAALSACOMMERCIAL STATEMENT’.
3. “**Packaging Charges**” shall mean the charges as may be provided in the LAALSA Commercial Statement as packaging charges.
4. “**Payment Collection Fees**” shall mean the fees (or percentage) as may be provided in the LAALSA Commercial Statement as payment collection fees.
5. “**Payment Gateway Charges**” shall mean the charges as may be provided in the LAALSA Commercial Statement as payment Gateway Charges.
6. “**Product(s)**” shall mean the cooked food product(s), made available by the Restaurant/Kitchen for sale through the LAALSA Platform. It could be Dine-in or Takeaway or Delivery or All.

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7. **“Restaurant Management System”** shall mean a web page / account provided by LAALSA to the Restaurant with a unique login id and password to update the Menu items, Price, promotions, taxes, surcharges and other restaurant pertinent information for managing internal dine-in, takeaway and delivery orders. It also includes Dine-in solutions (TORAN)
8. **“Laalsa Qualification Criteria”** shall mean the qualification criteria as may be defined in the Laalsa Qualification Criteria for onboarding restaurants.
9. **“Menu Price”** shall mean the price of a food Product in INR at which such a Product is offered for sale by the Restaurant to the prospective buyer through the LAALSA Platform
10. **“Restaurant Proceeds”** shall mean the net amount receivable by the Restaurant after deduction of the LAALSA’s Service Fees, Delivery Fees (if applicable) and other charges (if any) from the Menu Price as defined in the LAALSA Commercial Statement.
11. **“LAALSA’s Service Fees”** shall mean Fee payable to LAALSA by the Restaurant as provided in the LAALSA Commercial Statement for access to LAALSA product platform as well as services.
11. **“Territory”** shall mean the Republic of India.
12. **“App”** (branded as ‘YUMZY’) shall mean the Mobile application published in Google Play store and iTunes App store or such other marketplace as may be specifically provided by LAALSA.
13. **“MALA”** (Maitre` D of LAALSA) shall mean the Software application that runs in android tablet, Mobile and Web devices to order processing for Dine-In Takeaway and Delivery Orders. Devices or any hardware required to run the software are NOT provided by LAALSA.
14. **“Delivery Zone”** shall mean the geographical territory within which LAALSA product platform operates and has the capability to deliver the Food product for orders generated by MALA or the App.

## **1. CONSIDERATION AND TERM OF CONTRACT**

- I. The consideration for this contract shall be determined by both the parties as services and financial acceptance/Commercial Term Segment
- II. The contract stands valid for 36 months from the date of this e-contract with six months lock in period and this agreement can be extended further on separate terms and conditions at the option of Laalsa.
- III. This Contract can be terminated by either party with a notice of one month in writing.

## **2. COMPLETION OF RESTAURANT REGISTRATION**

- I. As a part of the registration process, Restaurant agrees to complete the LAALSA’s Restaurant Registration Form and provide other relevant and statutory details as required by LAALSA.



LAALSA is not liable for any issues/liabilities related to food or hygiene, safety or government required affiliation.

- II. The Restaurants shall be responsible for maintaining the confidentiality of the Restaurant Management System and the information provided therein. Laalsa shall not be liable for any whatsoever reason, in any whatsoever manner, in relation to the afore-mentioned.
- III. Restaurant shall also be responsible for accurately mapping, displaying, creating and promoting the Food items in the Restaurant Management System to the LAALSA Master Menu, and make changes to the ingredients and quantities and images thereof.
- IV. Restaurant responsible for accurately reflecting the preparation/serving times for each food item for delivery.
- V. Restaurant agrees that as a registered Restaurant of the LAALSA Product Platform, Restaurant shall not transfer / sell / trade the Restaurant Management System to any other person or persons or trade with any third party or induct them in to the said business without written consent of LAALSA.
- VI. LAALSA shall reserves the right to determine the Restaurants who may sell on the product platform. LAALSA also reserves the right to suspend the access to registered Restaurants to the App and the Restaurant Management System, or to terminate such access granted under this Agreement, without assigning any reasons for doing so.
- VII. LAALSA has the sole right at its discretion to empanel the restaurants in its website/application as per the qualification criteria defined and/or to terminate the services of restaurant in case of breach of qualification criteria as defined :

### **3. PURCHASE AND DELIVERY OF THE PRODUCT**

#### **WHERE LAALSA PROVIDES DELIVERY FACILITY OF FOOD PRODUCTS:**

**The Restaurant** has agreed that the buying and selling of the Food Product is bound by the Delivery Zone and within dine-in as defined in the product platform and LAALSA Delivery Services shall not allow any order processed beyond these limits. The food delivery zone shall be 3.0 kilo meters radius from the restaurant location. Laalsaputs its best efforts to deliver the food to the buyer by 40 (Forty) minutes from the time of pick up from the restaurant.



The Product description shall not be misleading and shall describe the actual description of the Food Product. If the sold Food Product does not match the Product description displayed on the App, Restaurant agree to refund amounts that Restaurant may have received from the Buyer and the Restaurant shall be responsible to keep its account updated.

When a Buyer elects to purchase a food Product through the APP, LAALSA shall receive the order for the food Product only in the capacity of an online marketplace and it is the sole responsibility of the party of the second part to ensure the quality of the food products and the LAALSA shall not be responsible for the same in any event as the LAALSA is only offering platform for the business of the party of the second part.

For all orders placed on the APP, payments shall be collected by LAALSA on behalf of the Restaurant, in the mode (i.e., payment gateway, cash/card on delivery etc) as opted for by the Buyers. Restaurant hereby authorize LAALSA to process, facilitate, collect and remit payments to Restaurant, (collected either electronically or through cash/card on delivery), from the Buyers in respect of sale of the Food Products through the App. The payments shall be settled to the restaurants within 7 days of receipt of amount from the Buyers.

Further, by providing the payment facility, LAALSA is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the App

On the Buyer making the payment of the Selling Price through the payment gateway provided on the App or opting for cash on delivery, Restaurant will be intimated of the same through the Restaurant Panel.

Restaurant necessary backend infrastructure, like printer, tab, stand, call Centre, order management system, etc., for capturing the Buyer/order details placed on Restaurant. Orders placed by the Buyer will be forwarded to Restaurant/reflected in the LAALSA product platform via printer, and Restaurant Management System.

Restaurant shall package the Product(s) in accordance with the packaging guidelines issued by LAALSA from time to time and dispatch/serve the Product(s) to the Buyer.

Restaurant agrees to use LAALSA app to initiate delivery pickup request or internal order placement in the LAALSA product platform. Under no circumstance any other third party tool or software may be used to initiate the delivery mechanism in LAALSA.

All the delivery orders processed through LAALSA app is automatically entered into the LAALSA delivery queue management system and the accuracy of the pickup depends on the information provided by Restaurant in LAALSA application by mapping customer location.

Restaurant understands and confirms that selling and delivering stale, fake, spurious, damaged, defective food Products through the App will cause great prejudice and harm to the reputation and goodwill of LAALSA and may also cause harm and prejudice to the



Buyers. Restaurant acknowledges and warrants that Restaurant shall not sell any food Product which may cause prejudice or harm to the reputation and goodwill of LAALSA. Further, if LAALSA receives any complaint from any Buyer or if Restaurant sell or deliver stale, spurious, damaged, defective food Products through the App then Restaurant shall be liable to pay the complete cost plus the penalties as damages to LAALSA. LAALSA reserves the right to adjust the above amount from any amount accrued to Restaurant pursuant to this Agreement.

**WHERE RESTAURANT PROVIDES DELIVERY FACILITY OF FOOD PRODUCTS:**

In such event, the Restaurant shall be responsible for preparation of food items to delivery of the food products to the Buyer at its location. Laalsa shall not be liable for any circumstances of whatsoever in nature. Any dispute that arises during the provision of service or payments from the Buyer, shall be directly dealt with the Buyer and the Restaurant, without making Laalsa for any reason whatsoever.

**4. NON-DELIVERY OR RETURN OR CANCELLATIONS OF FOOD PRODUCTS.**

**I. Non Delivery/Return of the Product Due To Fault of the Restaurant as**

- a. In the event of any default by Restaurant to deliver the food Product to LAALSA Delivery staff (and therefore to the Buyer) on time or at all, Restaurant shall be liable to all losses incurred by LAALSA in the form of refunds to the Buyer and other resource allocation costs.
- b. Where the Food product has not passed LAALSA packaging standards that is required for safe and secure transport.
- c. Where the Food product egregiously exceeds the processing times as entered in the LAALSA Restaurant Management System.
- d. Where the Food Product is not what the Buyer Ordered and Buyer has requested a refund
- e. Where the Food Product is not the quantity that the Buyer has ordered
- f. In all the above events, Laalsa shall return the food product to the restaurant.

**II. Non Delivery/Return of the Product Due to Any Other Reason**



- a. Where the Food Product has not been delivered due to any reason for which is not attributable to the restaurant, then LAALSA shall refund to the Buyer of the Menu Price paid by the Buyer to purchase the Product. Where in case of cash on Delivery, Laalsa shall pay the restaurant 35% of the menu price.

### III. No Show, No Answer or Undeliverable Due to Buyer Unavailability

- a. In such cases where the Buyer is not responding, not accepting or rejecting Cash on Delivery order, the Restaurant will bear the loss if the order originated from the MALA Internal order and thru Restaurants website.
- b. In the above case, if the order was placed using the App, LAALSA will bear the loss incurred and 35% of the menu price of the Food Product and will be included in the Restaurant Proceeds subject to applicable charges as defined in the payment terms.

## 5. PAYMENT TERMS

- I. Restaurant shall quote the best, lowest and competitive Menu Price (inclusive of all applicable taxes and charges) for each Product on the App.
- II. LAALSA shall have the right to amend the LAALSA Services Fee applicable to Restaurant as provided in the Commercial Term Segment, with prior notice of the same to Restaurant.
- III. LAALSA reserves the right to run promotions and offers providing benefits/discounts on the Menu Price to the Buyer on the App or dine-in under various Categories and Classifications. Similarly, Restaurant may provide a discount / offer on the Food Products by lowering the Menu Price.
- IV. The Menu Price in respect of a Product purchased by a Buyer shall be received in full by LAALSA either through the online system, i.e., the payment gateway offered by LAALSA on the Website, or by way of cash on delivery.
- V. Restaurant agrees and acknowledges that Restaurant will pay to LAALSA, the Service Fees, payment gateway charges, Delivery Fees and Payment Collection Fee and any other fees, as provided in LAALSA Commercial Statement.

## 6. OBLIGATIONS OF THE RESTAURANT

- I. Restaurant is responsible and shall pay to LAALSA if missed/misplace if any provided infrastructure during deployment.
- II. Restaurant agree to get maintain/get/renew all the necessary registration/documents/ licenses affiliation to run the business and LAALSA is not responsible or involve in those issues.
- III. During the Term, Restaurant shall appoint a representative, who shall be point of contact for any and all matters related to this Agreement, including all sales, promotion and delivery related matters.
- IV. Restaurant shall be solely responsible and liable for any complaints and queries of consumers with respect to the Food Products and its delivery,

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- V. Restaurant shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
- VI. Restaurant shall, maintain the food quality and quantity as per the Specification mentioned in menu. Restaurant shall, at all times, comply with all applicable laws from time to time including without limitation compliance with laws relating to sales tax, VAT etc.

## **7. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND CONSUMER RIGHTS**

Restaurant agrees that LAALSA's role is limited to managing the App for the display of the Food Products and other incidental services to facilitate the transactions between Restaurant and the consumers. Accordingly, LAALSA is merely an intermediary and the App is only a platform where the Restaurant may offer its Products for sale and all liabilities in relation to the Food Products shall be solely upon the Restaurant and LAALSA shall not be liable, in any manner, for whatsoever reason may it be. Restaurant hereby agree to accept all sales return (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.

## **8. REPRESENTATIONS AND WARRANTIES**

- I. The Parties hereby represent and warrant to each other as under:
  - (a) The Parties have all requisite power, statutory permits and authority to execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and
  - (b) The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.
- II. The Restaurant undertakes that, at all times during the Term of this Agreement, it will:
  - (a) abide by the terms and conditions of the Agreement, the LAALSA Policies and other Website policies, as may be applicable to the Restaurant;
  - (b) not offer for sale/sell/deliver any Stale, unhygienic or Chemically unsafe food products on the product platform;
  - (c) Handover the Food Products to the LAALSA Delivery staff in a timely manner consistent with the terms of this Agreement; and
  - (d) Produce the food Products in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to the Restaurant's performance under this Agreement.
- III. The Restaurant agrees, represents and warrants that the Restaurant shall not describe himself/itself as an agent or representative of LAALSA and shall not execute any agreements

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and enter into covenants on behalf of LAALSA. The Restaurant agrees, represents and warrants that the Restaurant shall not, during the Term, offer the Products listed on the App, to any other Mobile application or website or through any other platform, at a price which is less than the Menu Price, as listed on the LAALSA product platform.

- IV. The Restaurant shall be responsible for payment of the taxes applicable on the Products sold through the App, and shall indemnify and hold harmless, LAALSA, from any liability in this regard.
- V. The Restaurant hereby undertakes and confirms that it deals only in safe, edible and quality food Products. The Restaurant further declares that it shall not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights, it shall be solely responsible.
- VI. Restaurant agrees, acknowledges and understands that:
  - (a) Restaurant is using the product platform provided and owned by LAALSA;
  - (b) The permission granted by LAALSA to use the product platform as sell and promote food products through dine-in and online market place is on a non-exclusive basis
  - (c) LAALSA reserves the right to deny access to, or revoke, such permission to use the Restaurant Management System and/or product platform at any time;
  - (d) LAALSA shall have the right to remove the listing of any Food Product being offered for sale by Restaurant;
  - (e) LAALSA shall have the right to offer discounts, run promotion campaigns on the Menu Price to the Buyers from LAALSA's Service, Delivery or other Fees. Restaurant shall not object to the provision of such discounts given by LAALSA;
  - (f) Any and all data derived as a result of this Agreement will be owned by LAALSA and Restaurant shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Restaurant obligations hereunder; and
  - (g) For the duration of the Term, the App shall be maintained by LAALSA. The ownership of the App shall vest with LAALSA and LAALSA shall make its best efforts to deal with any technical issues affecting the App (such as, for instance, the App becoming inoperative).

LAALSA does not warrant that the Restaurant will be able to use the App and offer for sale the Restaurant's Products at all times or locations on the App or that the App and the services provided through the App will be uninterrupted or error-free or that the defects will be corrected by LAALSA.

- VII. The Restaurant represents that it shall not, at any time, use any intellectual property of LAALSA in any manner without the prior written consent of LAALSA. The Restaurant also represents that the Restaurant shall not purchase any LAALSA metatags on the Internet without the prior written consent of LAALSA.





- VIII. The Restaurant represents and warrants that if Restaurant is found indulging in providing of false or misleading information or provision of unsafe or Chemically treated Food Products, then LAALSA may initiate civil and/or criminal proceedings against the Restaurant and LAALSA may, at its sole discretion, suspend, block, restrict, or cancel the Restaurant's Listing on the App and /or disqualify / bar the Restaurant from selling the Food Products on the product platform.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- I. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Restaurant recognizes and confirms that LAALSA has the exclusive right to supervise, allow and reject the contents of the App. LAALSA shall not be liable for contents and images shared, uploaded or displayed on the App by the Restaurant regarding the Restaurant's Products and all consequent liability will be borne by the Restaurant only.
- II. Restaurants hereby grant to LAALSA the right to display/delist the Food Products (as updated or to be updated by Restaurant on the Restaurant Management System at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the App. The party of the second part herein has agreed and assures that in case LAALSA applies and obtains any patent with regards to "LAALSA" platform, they shall not mingle or use or anyway use the same without the written consent or authorization from LAALSA.

III. It is acknowledged that LAALSA is a sole owner of the intellectual property right in relation to the platform/software provided by them to the restaurants. Restaurants shall not use, modify, The Restaurant shall use website/platform/software as permitted under this agreement and shall not use modify reverse engineer or may any changes in the website/platform/software owned by Laalsa.

## **10. CUSTOMER FIRST POLICY**

- I. Restaurant agrees to comply with LAALSA's "Customer First Policy", which puts customer satisfaction as a top priority. LAALSA reserves the right to approve any refunds and cancellations on behalf of the customer. Restaurant agrees to bear the loss for any refunds that LAALSA may have approved in compliance with this policy.
- II. In the event that a dispute arises between the Restaurant and the Buyer on the food quality, quantity or otherwise, LAALSA will almost always give the Buyer the benefit of

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doubt. The Restaurant shall comply with any decision that LAALSA has agreed with the Buyer to alleviate the problem at hand.

## **11. LIABILITY**

In the event of any breach or delay in the fulfillment of obligations by Restaurant, due to any reason, LAALSA shall not be held liable/responsible.

LAALSA shall not be liable for the sale of the Food Products by Restaurant through the App or any loss incurred by Restaurant or the Buyer there from.

- I. Any incident, or injury or any type of health problems arising out of quality of food supplied by the party of the second part, "LAALSA" shall not be responsible for the same and the customers can directly complain to the party of the second part herein.
- II. Party of the second part herein represents that they possess license such as food license, trade license or any other license required under law from the local Government or any other Government concerned for doing the business in restaurant, in this regard it is not the liability of LAALSA on the part of the party of the second part herein.

## **12. CONFIDENTIALITY**

- I. The Parties acknowledge that during the existence of this Agreement, Restaurant will have access to confidential information of LAALSA and its affiliates. Restaurant undertake to keep confidential all data and other confidential information supplied to Restaurant by LAALSA under this Agreement and shall not sell or otherwise make that information available to any third parties. This Agreement, and the terms thereof, shall be considered to be confidential.
- II. Confidential information would include but not be limited to Buyer details, market information, all work products and documents related thereto, the contents of the Website or any other information which is treated as confidential by LAALSA, and any other information, whether oral or in writing, received or to be received by Restaurant which is agreed to be treated under the same terms, whether expressly or by implication.
- III. The obligations under this Clause shall survive the termination of this Agreement.

## **13. INDEMNIFICATION**

Restaurant shall indemnify the LAALSA from and against all liabilities, claims, breaches, losses, lawsuit, judgments, and/or expenses, including advocate fees, arising either directly or indirectly from any act or failure to act on its own behalf or any of its officers or



employees, which may occur during or which may arise out of the performance of this contract.

#### **14. ASSIGNMENT**

- I. The rights and obligations under this Agreement shall not be assigned or transferred by Restaurant to any third party whomsoever, during the Term of this Agreement.
- II. LAALSA shall be entitled to transfer or assign any or all of its rights and obligations under this Agreement to a third party without a prior written notification to restaurant.

#### **15. BREACH/TERMINATION**

- I. The following events shall amount to breach of this Contract and allow the LAALSA to terminate this Agreement:
  - In case the Restaurant conveys its intention in oral or writing to the LAALSA, before the Closing Date, to not fulfill its obligations under this Contract.
  - In case the Restaurant fails to pay the consideration as mentioned in LAALSA Commercial Statement

#### **16. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- I. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by LAALSA. Arbitration shall be held at Hyderabad, Telangana, India. The proceedings of arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the Parties.
- II. The Agreement shall be governed by and construed in accordance with the laws of India. The Courts of Telangana, India, shall have exclusive jurisdiction in connection with this Agreement.

#### **17. Amendment**

LAALSA may amend the terms and conditions of this Agreement including the Commercial Term and the LAALSA Policies at any time in its sole discretion by intimating Restaurant by way of notification on the Restaurant Panel and/or by sending an email to the email ID provided in the Restaurant Registration Form.

LAALSA may modify any other policies such as the Terms of Service, the Privacy Policy and the Copyright Policy, at any time at its sole discretion without any notification to Restaurant.



It is Restaurants' responsibility to review the same from time to time. Restaurant will be deemed to have accepted these Website policies as amended, if Restaurant continues to access the Website after the modifications are posted on the Web Site.

#### **18. FORCE MAJEURE**

LAALSA is not liable for failure to perform any of its obligations if it is demonstrated that the failure was due to an impediment beyond its control, and it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome its consequences.