

ON-SITE MATERIAL HANDLING AGENT EMPANELMENT AGREEMENT

This agreement made at Delhi on this theDay of 20.... (hereinafter referred to as the "Agreement")

BY AND BETWEEN

M/s. KINEXIN Convention Management Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at Yashobhoomi, Management office, 5th Floor, Convention centre building, Dwarka Sec-25, Delhi-110071, represented by its Head of Management Department Mr. Ted (Sanggeol) Kim, hereinafter referred to as "KINEXIN" (which term, unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the ONE PART;

AND

M/s Having its registered office at represented by Mr. XXXXXXXXXXXX (XXXXXXXX) (hereinafter referred to as the "Agent") which expression unless repugnant to the context thereof shall mean and include its successors and permitted assigns, of the Other part.

Note:

- In case of Proprietorship Firm or Partnership Firm, the PAN No. of the Proprietor or Partner, as the case may be, should be mentioned.
- In case of Companies, the details of board resolution giving authority to sign the Agreement should be given.

KINEXIN and Agent shall hereinafter be collectively referred to as "Parties and individually as "Party", as the context may require.

WHEREAS:

- a) KINEXIN has intended to appoint experienced agencies for On-site material handling work in Yashobhoomi, Dwarka (Delhi, India) and for empanelment of cargo handling agents to undertake packing, handling, clearing, and forwarding jobs of the organizer/participants of fairs/exhibitions/events held/organized in Yashobhoomi ("hereinafter referred to as the Services").
- b) The Agent has approached KINEXIN and represented that it has all the necessary expertise and experience in providing Services and is having (i) a valid Custom House Agent ("CHA") License, (ii) a minimum of five-year (continues) experience in site handling of exhibition cargo, (iii) approved & authorized own material handling equipment like a truck, pallet truck, containers, forklifts (electric also), cranes and pneumatic tools, etc. for handling large exhibitions, (iv) branches in different parts of India, (v) a sound financial background, (vi) international tie-ups/associates, (vii) warehousing or office facility in Delhi NCR region (viii) membership of important trade associations, and (ix) minimum annual turnover for the last five years equal to INR 7.5 Crores.
- c) The Agent has shown interest to get empanelled vide its application.
- d) KINEXIN has approved the empanelment of the Agent to provide Cargo Handling Services in Yashobhoomi subject to the terms and conditions contained herein and Notice No. A2025023767_L.
- e) The parties wish to record their understanding in this Agreement which shall govern their relationship and other mutual arrangements between the Parties. Therefore, in consideration of the covenants and agreements contained in this Agreement and other good and valuable considerations, the parties here to record their understanding as follows:

➤ **PURPOSE**

- i. The Agent shall be empaneled as an on-site material handling agent and shall be responsible for carrying out the work of packing, handling, clearing, forwarding, and transportation jobs for organizers and other participants of fairs/exhibitions organized/ held in Yashobhoomi.
- ii. The empanelment is applicable only for exhibitions/fairs/events to be held at Yashobhoomi.
- iii. The event organizers in YASHOBHOOMI shall have the right to select any of the Empaneled Agents for handling their cargo in Yashobhoomi.

➤ **TERM**

The empanelment of the Agent as an empanelled agency shall be for the period from April 1, 2025, to 31st March 2026, (hereinafter referred to as the "Term").

➤ **EMPANELMENT FEE**

- i. The Agent shall pay a non-refundable annual empanelment fee of Rs. 10,00,000/- (Rs. Ten Lakhs Only) for the period, in advance at the time of signing this Agreement. In addition, Taxes as applicable shall be payable.
- ii. In case of non-payment of the Empanelment Fee in advance by the Agent, the empanelment shall be canceled by KINEXIN and the Agent shall be debarred from taking any assignment in Yashobhoomi. The Empanelment Fee shall not be refundable in any circumstances including premature termination/cancellation of this Agreement by either party.
- iii. The Agent shall deposit with KINEXIN Rs. Fifteen lakhs (Rs. 15,00,00.00) as security /Performance bank guarantee on or before the signing of this Agreement ("**SBG/PBG**"). The said Security/performance bank guarantee shall be held by KINEXIN as an interest-free refundable/adjustable Security/Performance bank guarantee for due, satisfactory, and complete performance of all the terms and conditions of this Agreement. The Security/Performance bank guarantee shall not be part of the Empanelment Fee.
- iv. The Security/Performance bank guarantee shall be released to the Agent, upon the expiry of one (1) month from the date of expiry of this Agreement/term, after deducting/adjusting any outstanding dues.
- v. The Agent shall be entitled to undertake any assignment in Yashobhoomi only after payment of the Empanelment Fee & Security Deposit/performance bank guarantee in the above-mentioned manner.

➤ **SCOPE OF WORK**

- i. The Agent shall undertake their own marketing with the organizers/exhibitors etc., and shall have to deal directly with participants/exhibition organizers in respect of the assignments undertaken. KINEXIN shall not be held liable or responsible for sharing any information or data pertaining to upcoming events at Yashobhoomi. Furthermore, KINEXIN shall not be obligated to intervene or participate in any manner whatsoever in the allocation or allotment of assignments by event organizers or exhibitors to the Agent within Yashobhoomi.
- ii. The empanelment is applicable only for services in fairs held at Yashobhoomi and no warehousing of goods will be done at Yashobhoomi premises for fairs/exhibitions/events which are not being organized in YASHOBHOOMI.
- iii. The Agent shall not transfer, assign or sub-contract any assignment to any third person/party including its subsidiary and /or sister concern or any related person.
- iv. The agent during all fairs in Yashobhoomi will provide services of uniformed porters at all gates/parking areas/drop points in all shows and as per the requirement of the fair organizers depending upon the size of the fairs.

- v. The agent during/before and after the fairs in Yashobhoomi will also provide services for handling/storage/transportation/delivery of small cargo/parcels both international and domestic.
- vi. The agent will be responsible to verify the antecedent of all workers working at Yashobhoomi and shall be fully responsible for the security & safety of exhibitor goods and indemnify KINEXIN against any loss.

➤ **RIGHTS AND OBLIGATIONS OF THE AGENT**

- i. The Agent shall be liable to maintain proper records of all the commercial transactions of assignments undertaken for any fair/organizers/company/participant in the exhibitions/fairs/events held in YASHOBHOOMI.
- ii. In case of any damage to the property of Yashobhoomi by the Agent or any of its employees while carrying out the assignments/operations or by their careless operation/approval/certification, the Agent shall be liable to indemnify KINEXIN for any loss or damage caused. KINEXIN shall have the right to impose fines/penalties and claim such an amount from the agent. Any damage done to the Yashobhoomi property it will be responsibility of agency to make it restore as per KINEXIN guidelines into its original condition before the next event at the same location/premises in IICC.
- iii. The Agent and its employees hereby assure and undertake that they shall observe and strictly adhere to the entry, exit, parking, and other rules & regulations (working manual) issued by KINEXIN from time to time.
- iv. The Agent shall hold all the equipment for handling the cargo at its own cost.
- v. The Agent shall be solely liable for compliance with all Local/municipal / and statutory rules, regulation bye-laws or notifications, and laws of State (DELHI) /Central Govt. (India), as applicable from time to time. It shall be the obligation of the agent to take all necessary permits from the concerned authorities and compliance with all rules, regulations, and laws of their respective operations during the currency of this agreement, without any implications to KINEXIN & SPV (YASHOBHOOMI).
- vi. Agent will make payment of all taxes (including GST), duties, license fees, etc., as may be applicable and payable to the various authorities in the state or any other Governmental authority. KINEXIN shall not be responsible for any such payment in any manner whatsoever. The Agent undertakes and agrees to keep KINEXIN indemnified against all such claims, liability, loss, damage, or expenses of whatsoever nature which may be raised by the Government authorities for violation of any rule/regulation/statutory requirement and/or nonpayment of taxes, fees, etc.
- vii. Agent indemnifies KINEXIN and SPV (YASHOBHOOMI) to any risks, liabilities, compensations, payment overdue or unpaid wages /salaries/PF and etc. sought by them.
- viii. Agent hereby agrees and undertakes to indemnify KINEXIN, its servants/employees, and agents and to hold all of them harmless in respect of any liability, loss, damage, or expenses of whatsoever nature which may be sustained by KINEXIN in respect of the Cargo handling Services or any other services provided by the Agent to the organizer/participants of fairs/exhibitions/events held or organized in YASHOBHOOMI.
- ix. The empanelment of the Agent shall in no way entitle the Agent to any exclusive rights and privileges. KINEXIN reserves its right to grant empanelment to any other party on terms and conditions similar to those granted to the Agent. The decision of KINEXIN in this regard shall be final and binding.
- x. Agent shall take a suitable comprehensive insurance policy to cover all the risks arising out of its activities (fire, accident, theft, etc.) inside the YASHOBHOOMI

premises. KINEXIN shall not be liable for any claims arising from such accidents or theft and shall continue to be the sole liability of the Agent at all times.

- xii. During the term of this agreement, the Agent shall maintain in force, with a reputable insurance company, public and professional liability insurance (in a sum of not less than INR 30,00,00,000/- for any single claim, unlimited in the aggregate) to cover the liabilities that may arise under or in connection with this agreement. The Agent shall, on KINEXIN's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premium in respect of each of the insurance. The terms of the insurance policy shall include a provision whereby in the event of any claim being brought against KINEXIN or YASHOBHOOMI in respect of which Agent would be entitled to receive indemnity under the policy, the insurer shall indemnify KINEXIN against such a claim and any costs, charges and expenses in respect thereof. Agent shall procure that any person to whom Agent sub-contracts the provision of any Services shall take out and maintain, in relation to itself, the insurance described in this Agreement.
- xiii. The Agent shall ensure that due care is taken for avoiding damage to the cargo. The Agent also undertakes to comply with all the local health and safety regulations of its employees. KINEXIN shall not be held liable in this regard in any manner whatsoever.
- xiv. The Agent has fully understood KINEXIN's rules and regulations and guidelines for empanelled agency in KINEXIN and hereby agrees and undertakes to follow all the rules, regulations / and terms/conditions.
- xv. The Agent alone is responsible to provide all necessary evidence to support claims made in the application as and when demanded. In case of any change in the status of claims made at the time of application, the Agent will be responsible for immediately informing KINEXIN. Failure to inform KINEXIN of such changes within seven days of such change in status, the empanelment of the Agent liable to be terminated.
- xvi. The Agent shall, immediately upon termination/expiry of this Agreement, remove all their belongings, including containers, cargo, material handling equipment, etc. from the premises of KINEXIN.
- xvii. Agents should be available at all times during their operation for inspection at regular intervals. KINEXIN and SPV/YASHOBHOOMI may jointly carry out routine checks of agent operations in accordance with said guidelines / SOP and the safety requirements.
- xviii. The Agent shall not indulge in any unfair and restrictive trade practice and in the event it is found that the Agent is indulging in any such unfair trade practices, then this agreement shall stand terminated and the Agent shall be removed from empanelment with immediate effect.
- xix. The agent acknowledges the fact that before entering to this agreement as per the date mentioned above in this agreement, KINEXIN has signed agreements/license terms and conditions with its customers for venue bookings, wherein as per those agreements the customers are free to engage any CHA from the market. This agreement is not applicable to those agreements which KINEXIN has signed with its customers before executing this agreement.
- xx. Agent shall not engage or enter into any agreements or collaborations or act in a manner that may hamper India's interest as a promising international convention destination.
- xx. The appointed empaneled agent shall be responsible for devising and executing a comprehensive traffic movement plan for all cargo vehicles entering the YASHOBHOOMI premises. The plan should cover the entire journey of vehicles from their entry into YASHOBHOOMI until their exit, ensuring an orderly flow of traffic and minimizing congestion. The plan drawn has to adhere to all relevant safety standards and traffic regulations is paramount to ensure a secure environment

during events. In the event of a significant increase in vehicle volume, the appointed empaneled agent has to deploy an additional team and supervisor to assist in controlling and directing traffic, as per the plan developed by them. The deployment should be in accordance with the rules and regulations/law and with appropriate considerations for safety and efficiency. Agent shall ensure that no vehicles, trailers, cranes, containers, semi-trailers, or container bridges are placed so as to obstruct traffic within the YASHOBHOOMI.

- xxi. Agent shall be permitted to move their personnel or vehicles only within the premises by the Event Organiser/KINEXIN. They will be permitted to enter the licensed premises only from the day the actual set-up time starts.
- xxii. Agent shall use appropriate equipment for handling etc. and shall observe all safety rules and regulations, including all rules of KINEXIN as may be made known from time to time. In case of non-compliance, KINEXIN could bar the Site Handling Agency from operating without any notice.
- xxiii. The staff of the agent should have their identity cards or badges displayed on their uniform at all times. In addition, the agent must provide to KINEXIN the names of all the staff at least one week prior to the commencement of the event, for KINEXIN's record. No staff member of the agent shall be permitted to enter the premises without a service identity card. This identity card must be produced for inspection on demand by any security or other official of KINEXIN.
- xxiv. Exhibits and materials shall be moved in and out of exhibition halls only through specified entrances/exits and along specified routes. The Agent shall also adhere to all health and safety rules and regulations including specifically those made known by KINEXIN.
- xxv. Agent shall strictly follow the timings that are applicable.
- xxvi. Agent shall not be permitted to operate vehicles within the YASHOBHOOMI without first obtaining permission in writing from the authorized officials of KINEIXN. This permission shall be given as per the booking date of the venue by the Organisers.
- xxvii. Smoking, spitting, and littering (non-prescribed drugs and Alcohol consumption) are all prohibited within the premises of YASHOBHOOMI. In the event of any of the above, KINEXIN shall be entitled to forfeit 100% performance /security bank guarantee. Further, KINEXIN reserves the right to restrict the entry of staff of the AGENT for any such offense with immediate effect.
- xxviii. Employees of the Agent should not walk in any areas of the YASHOBHOOMI save those that are expressly intended for pedestrians or not booked by the show organizer.
- xxix. Agent should not place their material/goods/inventory etc. on the lawns or on roads, or on the floor of halls, so as to cause damage to Yashobhoomi property. In case of no compliance with this requirement by the agent, KINEXIN shall be a liberty to deduct repair and other charges from the performance /security bank guarantee, and shall also be at liberty to restrict the operation of the agent. Agent shall make their own arrangements for storage etc.
- xxx. The agent agrees that it shall not have any right in the Intellectual Property of KINIEXN and IICC and will not use the name and/ or logo(s), trade name, service mark, or trademark of KINEXIN / IICC for any publicity, promotion, and marketing purposes without the written consent of KINEIXN. KINEIXN may withhold such consent in its absolute discretion.
- xxxi. Agent will use eco-friendly materials and products for all their services as much as possible. As specifically agreed, the agent will put in its best possible efforts to reduce paper wastage etc. The agent agrees that it shall not have any right in the Intellectual Property of KINIEXN and IICC and will not use the name and/ or logo(s), trade name, service mark or trademark of KINEXIN (Yashobhoomi) for any

publicity, promotion and marketing purposes without the written consent of KINEIXN. KINEIXN may withhold such consent in its absolute discretion.

xxxii. Agent confirms that none of their credentials, actions and provisions are in conflict with the national security and public interest policies of India. Further agents indemnify KINEIXN and IICC from any action and inaction on their part, which is not in accordance with the national security and public interest of India. And in case IICC Limited expresses through KINEIXN any objection to the selection of Agent from the perspective of national security and public interest of India, this agreement can be terminated by a following written notice.

xxxiii. The appointed agent may be required to form a consortium, partnership, alliance, etc. with any company already appointed by the show client, or any company with which the client has an existing Memorandum of Understanding (MOU) or arrangement, specifically for the event in question.

In cases where such an MOU or arrangement is already in place either prior to the agency's appointment or for some specific event, the agency will be required to work in close coordination with the client's appointed company. This includes having designated team with representatives from the appointed agency present on-site to supervise the occupied areas during the event, as per the client's requirements and at the client's expense.

This collaboration is essential to ensure seamless coordination and to meet the specific operational and logistical needs of the event in line to venue policies and norms.

➤ **RIGHTS AND OBLIGATIONS OF KINEIXN**

- i. KINEIXN shall not be held responsible for any acts or omissions on the part of the Agent, during the conduct of their activities as empanelled.
- ii. KINEIXN reserves its right to cancel the empanelment of the Agent immediately effect at any time without giving any notice and also reserves its right to forfeit the balance empanelment fee in the following events.
 - a) In case of any complaint about unsatisfactory performance by the Agent and/or in case of violation of any terms and conditions mentioned in this agreement.
 - b) In case of any complaints of overcharges or deficiencies in cargo handling services provided by the Agent.
 - c) In the event of any violation/breach of terms or conditions of this Agreement and/or any other rules/regulations/guidelines.
 - d) In the event of Agent not honoring terms and conditions or not providing satisfactory Services to the organizers, or being found to be in breach of terms and conditions of this Agreement and/or violating the local government laws.
- iii. Kinexin shall not be held responsible to disclose, share, or otherwise disseminate any Client Data to any third party, except as expressly permitted in writing by the Client or as may be required by applicable law, including but not limited to the provisions of the Digital Personal Data Protection Act, 2023 ("DPDPA").

➤ **TERMINATION**

- i. In case of default in respect of any of the terms stipulated herein or breach of the terms and conditions of this Agreement or not providing satisfactory services to the exhibitions/exhibition organizers or if any legislation prohibiting or restricting such terms is imposed or impending, KINEIXN shall be entitled to terminate this Agreement with immediate effect, without being liable to give any notice to the Agent. In such an event, the Agent shall not be entitled to any refund of the

Empanelment Fee.

- ii. Upon the expiry of the Term or earlier termination of this Agreement for any cause whatsoever, the Agent shall have no right to undertake any assignment in YASHOBHOOMI.
- iii. Any violation of this Agreement would disqualify the Agent from the empanelment and also from applying for empanelment as a Cargo Handling agent of KINEXIN in the future.
- iv. Termination of this agreement, for any reason whatsoever, shall not absolve the Agent from responsibilities, liabilities for damages, and/or payments accrued prior to the termination of this Agreement.
- v. If due to any unprecedented circumstances the event/expo/exhibition etc. is cancelled or in the event of termination of the Operating Services Agreement (OSA) between KINEXIN and YASHOBHOOMI Limited (Govt. of India) or on closure/withdrawal of business by KINEXIN in the territory of India for any reason whatsoever and etc, any legal effect of this Contract shall automatically stand terminated. In such scenarios, Agent has no right to raise claims against or appeal to KINEXIN's such decision. Nonetheless, KINEXIN shall make possible efforts for this Agreement to be properly fulfilled by obtaining necessary coordination from YASHOBHOOMI Limited timely to ensure business continuity, and both parties shall reach a reciprocal and bilateral consensus to terminate this Agreement officially. However, Agent should acknowledge that such efforts are not the legal obligations of KINEXIN. Agent cannot seek any relief/remedy/compensation from YASHOBHOOMI Limited or KINEXIN or Govt. of India for the termination of the Agreement under this condition.
- vi. Both KINEXIN and Agent also shall agree, acknowledge, and accept that YASHOBHOOMI Limited (SPV), with whom KINEXIN entered into OSA for the overall operation of YASHOBHOOMI, reserves the right to replace KINEXIN in this Agreement in the case that OSA between KINEXIN and YASHOBHOOMI Limited is officially terminated or suspended. In such a case, this agreement will be invalid.

➤ **DISPUTE RESOLUTION**

All disputes or differences between parties arising out of related to construction, operation, and manning or giving effect of this Agreement or the breach thereof shall be settled by a sole arbitrator appointed by KINEXIN, in accordance with the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time, whose decision shall be final and binding on all the Parties. All arbitration proceedings will be conducted in the English language and the venue for the same will be Delhi.

➤ **JURISDICTIONS**

The courts at New Delhi will have an exclusive jurisdiction to try and determine all differences and disputes between the Parties including any application to be made under the Arbitration and Conciliation Act, 1996

➤ **AMENDMENT**

No modification or amendment to this Agreement shall be valid or binding unless it is made in writing and duly executed by the Parties.

➤ **NON-ASSIGNABILITY**

The Agent shall not be entitled to assign or transfer all or any of its rights and/or obligations under this Agreement, in any manner whatsoever.

➤ **NOTICE**

All notices reports, or other correspondence which may or must be given under this Agreement shall be sent by courier, registered mail, and/or return receipt requested, at the address first mentioned above.

Signed and delivered

(In Witness whereof the parties have set their hands to this agreement on this day, months and year written here in above.)

For KINEXIN Convention Management Pvt. Ltd

Mr. Ted (Sanggeol) Kim
(Head of Management Department)

Mr. Nitin Gupta

For

Name:

Designation:

Email Id:

Mobile:

Phone No.:

Witness:

1)

Name:

Designation:

Email Id:

Mobile:

Phone No.:

Aadhaar No.:

2)

Name:

Designation:

Email Id:

Mobile:

Phone No.:

Aadhaar No.: