

Gulf Emirates

Burlington Tower
13th Floor
Business Bay
Marasi Drive
Dubai
United Arab
Emirates

CONFIDENTIAL SLA AGREEMENT Inbound Cab booking

DATED

Between

Md Sarfaraz Ansari

And

.....

THIS AGREEMENT is made on.....in the year 2026

BETWEEN:

1. M/s Gulf Emirates, companies registered in United Arab Emirates, Burlington Tower, 13th Floor, Business Bay, Marasi Drive, Dubai, UAE

AND 2.

M/s.....

.....

Each of which is a "Party", and which are together the "Parties".

1st Party is referred to as Client whereas the 2nd Party is referred to as Center.

1st Party is inclined to give the work force to the 2nd party on the reputation and expectation that the 2nd party is eligible to perform the work force with best execution.

WORK FORCE

- The center would receive call from the UK customer and they have to book the cab for the customer after confirming the details of ride, pick up, drop off and number of passenger riding on the cab. 1st party would be providing all tools like Dialer, VoIP, CRM, software, application required to run the campaign, and the center has to ensure that they complete the call within 5 mins after observing all the policies and protocol as will be informed during the training.

INBOUND

- Center would get the CRM and the necessary tools to handle the calls and resolve the issue/grievance of the customer, have to make the booking for the cab, confirming the customer about the number of passengers travelling, taking clear authorization from the customer regarding the ride charges and then sharing the number plate and drive to the customer. Center would be getting all tools needed to run the campaign like Voip, Server, Inbound Router, inbound Station etc.
- Center is requested to login and logout as per the instruction, in case if the center doesn't follow the login and logout time payment would be deducted and warning would be raised, 3 consecutive warning would tend to suspend the center temporarily unless the Orator/Trainer is fully confident of the center working module.
- Center is expected to maintain the dignity of the campaign and answer/resolve the customer issues in the most professional ways, provoking or escalating the issue would lead to cut the payout of the center from their billing.

PAYOUT

- Center would get 8 GBP per hour per seats. Amount are fixed Unless the center breaks the protocol or didn't work for the Specified period.
- Center would get the payout on a daily basis. Center can work for 8 hours anytime of the day but they have to send the roaster every week of Saturday and they have to adhere those timing. Centers are not allowed to work outside the working hours as would be mentioned by the center in advance. Center has to raise the Invoice after there Log out and the same would be paid off within 6 hours from the time they submit the invoice.
- Centers who opt to receive payment in INR in their bank account would receive the payment on the payments day Conversion rate of GBP-INR.
- Centers are strictly advised to follow the protocol of all the category work force and observe the DO's and DONT's strictly.
- Centers payout would be deducted if center is unavailable for work on any given date. Similarly center has to employ a minimum of 1 substitute agent.

- Center will have 8 hours of shift in which the center would get 1 hour of break which would be pre-decided by the 1st Party and the center would get paid for 7 hours which doesn't include the break timing.

- Center payout would be 8 GBP per hour per seat working from Monday to Friday and 10 GBP if they work on Saturday and Sunday. Center can work for a maximum of 8 hours and the minimum of 3 hours a day, working hours should not be break and it should be on one single stretch.

I of
fully understand the above-mentioned points and agree to
abide and follow the working protocol.

1. RECITALS:

(A) The Disclosing Party and Recipient Party wish to disclose certain items of Confidential information (as hereinafter defined) to each other for the Purpose specified below.

(B) The Parties have therefore agreed to enter into this Agreement upon the terms and subject to the conditions set out below.

IT IS HEREBY AGREED as follows: 1. Definitions and Interpretations

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

"Affiliate" Party;

"Confidential Information"

means an entity under common control with a all communications and all information whether disclosed in writing, visually, orally, physically or by any other means and all material supplied to or obtained by the Recipient Party whether before or after the date of this Agreement in connection with or during the continuance of the Purpose (whether or not such information is expressly stated to be confidential or marked as such) and shall without limitation of the foregoing include any information from whatever source supplied to or obtained by the Recipient concerning the trade secrets, commercial information, ideas, discoveries, the names of clients, customers, business

"Permitted Disclosers"

associations, transactions or financial arrangements of the Disclosing Party whether or not related to the goods and/or services supplied by that.

means those partners, directors, shareholders, employees or professional advisers or financial Institutions, employed or engaged by the Recipient Party, and having a need to know the Confidential Information for the Purpose; The discussion and evaluation by the Parties of business opportunities and the negotiation of an agreement between them concerning such business opportunities;

"Purpose" potential

2 Handling of Confidential Information

2.1 In consideration of the Disclosing Party disclosing Confidential Information to it, the Recipient Party gives to the Disclosing Party the undertakings and acknowledgements and accepts the obligations set out in this Agreement. For the avoidance of doubt, such undertakings, acknowledgements, and obligations shall be considered to be re given and re-accepted on each occasion that Confidential Information is given by the Disclosing Party to the Recipient Party.

2.2 The Recipient Party shall maintain the Confidential Information supplied to it in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which it applies to its own confidential information and trade secrets and shall use or permit the use of the Confidential Information (or any part thereof) only for the Purpose and in accordance with this Agreement.

2.3 The Recipient Party shall ensure that disclosure of such Confidential Information is restricted to its Permitted Disclosers, provided that the Recipient Party shall at all times be and remain responsible for ensuring that the Permitted Disclose to whom Confidential Information is disclosed perform and comply with the obligations and undertakings set out in this Agreement for the benefit of the Disclosing Party. For the avoidance of doubt, the Recipient Party shall breach this agreement if any of its Permitted Disclosers does anything which, if done by the Recipient Party, would constitute a breach of this Agreement.

2.4 Copies or reproductions of Confidential Information may be made only if, and then only to the extent that, it is reasonably necessary for the Purpose. Any copies or reproductions made shall be and remain at all times the property of the Disclosing Party.

2.5 All Confidential Information (and all copies thereof) shall be returned to the Disclosing Party or destroyed, as the Disclosing Party so directs, immediately upon:

1. 2.5.1 Receipt of a written request from the Disclosing Party; or
2. 2.5.2 The termination, howsoever arising, of this Agreement.

2.6 In the event that Confidential Information (or copies thereof) are to be destroyed pursuant to Clause

2.5, the Recipient Party shall, or where appropriate shall procure that any person to whom Confidential Information shall have been divulged shall, provide written confirmation of such destruction to the Disclosing Party.

2.7 The Recipient Party undertakes to the other that it shall Inform the Disclosing Party as soon as reasonably practicable upon becoming aware or suspecting that Confidential Information has been disclosed to an unauthorized person.

2.9 Confidential 2.7.1 2.7.2 2.7.3

Disclose Confidential Information only in accordance with this Agreement: Use the same only for the Purpose; Not contact any third party in connection with the Purpose, whether directly, or indirectly, without the prior written consent of the Disclosing Party.

2.8 deemed to be in breach

Notwithstanding the provisions of Clause 2.7, the Recipient Party shall not be of this agreement where it makes a disclosure of Confidential Information required by law and it has previously:

2.8.1 given not less than five working days' notice to the Disclosing Party of its intention to make such disclosure; and

2.8.2 provided the Disclosing Party with any assistance the Disclosing Party may reasonably request in connection with the securing of a suitable protective order. The obligations and restrictions set out in this clause 2 hereof shall not apply to any Information which is:

2.9.1 at the time of receipt by the Recipient Party, or which subsequently becomes, available to the public otherwise than by breach of this Agreement;

2.9.2 already in the lawful possession of the Recipient Party prior to receipt in connection with the Purpose, and the same can be properly evidenced by its or its professional advisers' records to the reasonable satisfaction of the Disclosing party;

2.9.3 lawfully disclosed to the Recipient Party by a third party without restrictions on its use or

3 3.1 disclosure, provided that such third party is not itself in breach of an obligation of confidentiality in so disclosing; or

2.9.4 Independently developed by either Party.

Confidentiality of this Agreement

The Recipient Party agrees to:

3.1.1 keep the existence and nature of this Agreement confidential; and

3.1.2 not to use the name of the Disclosing Party in any publicity, advertisement or other Media disclosure without the prior written consent of the Disclosing Party.

3.2 If the Recipient Party considers that it is required by law to make a disclosure of the kind governed by Clause 3.1, it shall:

3.2.1 give to the Disclosing Party not less than five working days' notice of its intention to make such disclosure; and

3.2.2 provide the Disclosing Party with any assistance the Disclosing Party may reasonably request in connection with the securing of a suitable protective order.

4 Intellectual Property

4.1 All Confidential Information shall be and shall remain the property of the Disclosing

Party or its

4.24.2

4.3 licensors.

The Recipient Party acknowledges and confirms to the Disclosing Party that no license is granted to it pursuant to this Agreement either directly or indirectly under any discovery, copyright or other intellectual property right now or in the future held, made, obtained or licensable. The Recipient Party hereby covenants and undertake to the Disclosing Party (as separate and independent agreements) that it will during the term of this Agreement and for a period of 11 months after its termination (howsoever occasioned):

4.3.1 not use for its benefit (or that of any Affiliate) or disclose to any entity any Confidential Information; and

4.44.3.2 Take all reasonable steps to prevent the publication or disclosure of any Confidential Information.

The duration, extent and application of the restrictions contained in this Agreement are considered to be no greater than is necessary for the protection of the goodwill of the Disclosing Party and the said restrictions are considered reasonable by the Recipient Party. In the event that the restrictions contained in this Agreement (or any of them) are 4.5 found by a court of competent jurisdiction to be void. but such restrictions (or any of them) would be valid if some parts thereof were deleted or the period of application reduced, then the restrictions (or such relevant part of them) shall apply with such deletion or reduction in period of application as may be necessary to make them valid and effective and shall be enforced to the extent permitted by law.

PENALTY

- In case if the agents don't not login at the proper time there will be penalty imposed which can be a maximum of a week pay-out suspension for the week for the particular seats for suspension of agent depending on the nature of offense/Error being committed.
- In case if the agents being found performing any restricted act such as Using Offensive Language, manipulating the call or the customer, destroying the vox or trying to destroy the evidence, offering wrong information to the customer in regards to the service or sales of the project, providing wrong service to the customer etc. would tend to me marked as an OFFENCE and payout would be deducted/suspended up to 100% without any prior notice or even the center would be suspended from working on the project with immediate effect
- Client has full right to terminate/Suspend the center in case the center is not able to perform as per the standard without giving any further reason or evidence.
- Client has the full right to visit the center in person and check the centers credential
- It's no brainer that the center should employ agents who has good command over

English in case if the Client is not satisfied with the agent/s, then the same would be replaced with the best available agent or the client would have the power to suspend or terminate the center permanently in case if they find that the center has no qualified agents

- Client has full right to terminate the center at any point of time in case if the client feel that the center performance is below par/unsatisfactory without any further notice.
- The center should be flexible to work as per the work force, Client at any point of time request the center to work on a particular project if situation demands, for example center working for cab booking could be shift for customer support desk for few hours.
- Center should ready to adapt to any changes or challenges that might come up during the working period

TERMS AND CONDITION

- Center would be live from.....2026
 - Center would be live with 10 people and their payout would be 8 GBP per hour per seat.
 - Center is also entitled to receive 10% extra incentives for the 1st month which will be on top of their billing
 - Center would be receiving daily payment which would be 8 GBP per hour per seat and the same would be payable on daily basis within 3 hours from the time they are completely logged out
- Center will have a 11 Months of Contract to work on this module with same payout during which the center will also be entitled to get all the tools and CRM to work without any issues.
- Center is paying Rs 49,000 for 10 seat and the same would be refunded back to them within 7 days from the day they are LIVE
 - Center will have 8 hours of shift out of which they would be working for 7 hours and 1 hour would be break. Center can also work 24 hours a day with a minimum of 3 agents on the same credential but the center has to inform well in advance.

Company Name :

Designation Date :

1st Party

2nd Party

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