

509, भारत संचार भवन, हरीश चन्द्र माथुर लेन,  
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दूरभाष कार्यालय : +91-11-23734077, 23037131  
फैक्स : +91-11-23734078  
ई-मेल : gmbfcbnsn@bsnl.co.in, bsnltax@gmail.com  
509, Bharat Sanchar Bhawan, H.C. Mathur Lane,  
Janpath, New Delhi - 110 001, India  
Ph : +91-11-23734077, 23037131  
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भारत संचार निगम लिमिटेड  
(भारत सरकार का उद्यम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

यशवन्त नाथ सिंह  
वरिष्ठ महाप्रबन्धक (कराधान एण्ड सी.एफ.एम.)  
**YASHWANT NATH SINGH**  
Sr. G.M. (Taxation & CFM)

**F. No. 2-4/BSNL/CFM/UBER**

**Dated- 05.09.2019**

To  
All Chief General Managers  
Territorial Circles/ Non-Territorial Circles, BSNL

**Sub: Agreement with M/s UBER B.V.**

Please refer to this office vide letter no.16-4/2018/CB(Part) dated 14.06.2019, wherein all circles were directed to switch to OLA/UBER cab services w.e.f 01.07.2019, wherever OLA/UBER services are available. In this regard, it is intimated that BSNL has entered into an agreement with M/s UBER B.V stylized as "Uber"

Circle admins will create a dashboard for all SSA's and Circle office with duly authorized limit for each officer concerned. It shall be responsibility of Circle admin to verify the claims raised by M/s Uber and payment as laid down in vide letter no. 16-4/2018/CB (Part-II) dated 27.06.2019 and 26.07.2019. Officers/Employees of BSNL can opt either Ola/Uber cab service as per choice. Circle admin may add eligible officers/employees in dashboard as per their option for selecting Ola/Uber cab service. Fund authorization will be sought under the head vehicle running expenses under Ola/Uber.

A copy of agreement dated 04.09.2019 signed by BSNL and M/s UBER B.V is attached for reference and necessary action please.

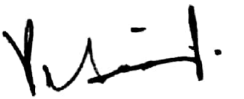
For any assistance please Contact to:-

Sh. Samarth Wadhera  
Enterprise Manager  
Email: Samarth.wadhera@uber.com  
Mob No.9810865596

Smt. Shilpi Sharma  
Senior Client Strategy Manager  
Email:- Shilpa.sharma@uber.com  
Mob No:- 9873554575

Sh. Aniruddha  
Account Coordinator  
Email:- Abaner10@ext.uber.com  
Mob No:- 9810869439

This issues with the approval of the competent authority.

  
(Y.N. Singh)  
**Sr. GM (CFM)**

Encl- Copy of agreement dated 04.09.2019 with UBER B.V(6 pages)

Copy to : PS of CMD – for kind information pl.

Copy to : PS of Dir(Fin)/Dir(CM)/Dir(CFA)/Dir(EB)/Dir(HR) – for kind information pl.

Copy to : Sr. GM(CBB) – for necessary action pl.

पंजीकृत एवं निगमित कार्यालय : भारत संचार भवन, हरीश चन्द्र माथुर लेन, जनपथ, नई दिल्ली-110001  
Regd. & Corporate Office : Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110001  
Corporate Identity Number (CIN) : U74899DL2000GOI107739  
Website : www.bsnl.co.in



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

**Certificate No.** : IN-DL45275552317101R  
**Certificate Issued Date** : 26-Aug-2019 12:50 PM  
**Account Reference** : IMPACC (IV)/ dl942203/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL94220396685297359709R  
**Purchased by** : UBER B V  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : UBER B V  
**Second Party** : BHARAT SANCHAR NIGAM LIMITED  
**Stamp Duty Paid By** : UBER B V  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



-----Please write or type below this line-----

#### UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT

This Uber for Business Dashboard Access Agreement (the "**Agreement**") is entered into as of the last signature dateset forth below ("**Effective Date**") by and between **UBER B.V.**, located at Mr Treublaan7,1097 DP Amsterdam, the Netherlands ("**Uber**") and **BHARAT SANCHAR NIGAM LIMITED** located at H.C.Mathur Lane, Janpath New Delhi-110001, India ("**Company**").

PMAC



*R. S. Parmar*  
(आर.एस. परमार)  
(R.S. PARMAR)

उप महाप्रबन्धक (सी.एफ.एम.)  
Dy. General Manager (CFM)  
भारत संचार निगम लि., निगमित कार्यालय, नई दिल्ली  
B.S.N.L Corporate Office, New Delhi

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This Agreement sets forth the terms for establishing Company's Account and its access to the Uber data Dashboard, and other business activities required for the Authorized Users with an Uber account to utilize the Account ( the "**Program**"). Company agrees to work with Uber to establish an Uber for Business account ("**Account**") for the Authorized Users to Uber Services pursuant to the Uber for Business terms and conditions available at [https://www.uber.com/legal/business/india/en/\(the\"U4BTerms\"\)](https://www.uber.com/legal/business/india/en/(the\), as may be updated from time to time. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the U4B Terms. In the event of a conflict or inconsistency between this Agreement and the U4B Terms, this Agreement shall prevail.

In addition to the rights and obligations set out in the U4B Terms, Uber and Company hereby agree to the following elements in connection with the administration and utilization of the Account:

Program Details:

Collaborative Goals:	<p><b>Collaborative goals of our Program:</b></p> <ul style="list-style-type: none"> <li>• Simplify the ground transportation booking and expense claim process for the Authorized Users using Uber Services for their business needs.</li> <li>• Successfully onboard the Authorized Users onto Uber for Business.</li> <li>• Receive dedicated account support from Uber.</li> <li>• Cost Savings - decrease the Authorized Users spend on ground transportation by utilizing Uber Services for their business-related needs.</li> </ul>
Uber for Business Platform:	<p>Uber will provide the following in connection with the U4B relationship:</p> <ol style="list-style-type: none"> <li>1. <b>Policy Support.</b> Uber agrees to work directly with Company's team on adapting Company travel policy to include Uber as a preferred option for the Authorized Users requiring ground transportation services for business purpose.</li> <li>2. <b>Enhanced Employee Experience</b> <ol style="list-style-type: none"> <li>a. Inclusion of Company logo in the Uber App to indicate to the Authorized Users that Company is enrolled in Uber for Business.</li> <li>b. Enterprise profile ride awareness features.</li> <li>c. Expense systems integrations (optional).</li> <li>d. 24/7, Global Support.</li> </ol> </li> <li>3. <b>Custom On boarding &amp; Education</b> <ol style="list-style-type: none"> <li>a. Uber agrees to work with Company on creating and executing an implementation plan to educate Authorized User about Uber.</li> <li>b. Uber agrees to create custom marketing materials to support Uber for Business program success.</li> </ol> </li> <li>4. <b>Access to use the Uber for Business Platform<sup>1</sup></b> <ol style="list-style-type: none"> <li>a. <u>Trip data</u> - certain trip information available within dashboard.</li> <li>b. <u>Employee administration</u> - quickly add or remove employees to your Company account.</li> <li>c. <u>Expense fields</u> - allow your employees to manually add an expense memo whenever they take a business trip</li> <li>d. <u>Manual Trip Flagging</u> - manually flag out of policy rides.</li> <li>e. <u>Enterprise Profile</u> - improved business interface in the Uber App for all travelers.</li> </ol> </li> </ol>

<sup>1</sup> For the purposes of this Agreement "**Platform**" means the Uber for Business software layer that provides the statement, reporting, and management functions available through the Dashboard.

PMG

Uber B.V.  
M: Troublaan 7  
1087 DT Amsterdam  
The Netherlands  
Reg. nr: 56317441

*R. S. Parmar*  
(आर.एस. परमार)  
(R.S. PARMAR)

उप महाप्रबन्धक (सी.एफ.एम.)  
Dy. General Manager (CFM)  
भारत संचार निगम लि., निगमित कार्यालय, नई दिल्ली  
B.S.N.L. Corporate Office, New Delhi

	<p>f. <u>Monthly Statement</u>– bill projects and events by the month.</p> <p>g. <u>Project Codes</u>– expense code lists, requirements, and automations.</p> <p>h. <u>Automated Trip Flagging</u> – machine learning, automated trip flagging to flag out of policy rides.</p> <p>i. <u>Trip Search</u> – ability to filter and manage trips from within the company dashboard.</p> <p>j. <u>Detailed Reporting</u> – enhanced detailed reporting and strategy reports.</p> <p>k. <u>Preferred partner</u> - early access to all new Uber for Business features.</p> <p>l. <u>International SOS</u> – duty of care integration with International SOS's Travel Tracker.</p> <p>m. <u>Lifetime Trip History</u>– access to a life time view of Company Uber business trips.</p> <p>n. <u>Trip Search</u> – search for specific trips within the dashboard.</p> <p>o. <u>Data export</u> – export trips from the dashboard via CSV.</p>
Fees and Payment	As of the Effective Date, Company shall have access to the Uber for Business Platform, as outlined above, in accordance with the U4B Terms. The modalities of billing and payment are set out in the Appendix to this Agreement.
Contractual Relationship	This Agreement does not create a contractual or legal relationship for transportation services between the Company and Uber/the independent third-party transportation providers. Nothing in this Agreement seeks to cover or override the contract of transportation created between independent third-party transportation providers and the Authorized Users, who solicit the transportation services directly from the independent third party transportation providers and incur the User Charges which are to be paid to M/s Uber India Systems Private Limited and are bound by the End User Terms. However, this Agreement constitutes contractual relationship between Uber and the Company for availing access for dashboard access services.
Term	This Agreement shall commence on the Effective Date and, unless terminated earlier, continue for a period of one (1) year (the "Initial Term"). Thereafter this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term, the "Term"); provided, however, that either party may terminate this Agreement by providing the other party written notice at least thirty (30) calendar days prior to the beginning of the next Renewal Term. During the Initial Term, Company may only terminate this Agreement if Uber commits a material breach of this Agreement that remains uncured for a period of ten (10) Days after receipt of notice of such breach.
Confidentiality	<p>The term "<b>Confidential Information</b>" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("<b>Disclosing Party</b>") provided to the other party ("<b>Receiving Party</b>") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement but shall not include information that a Receiving Party has obtained legitimately from a third party including information received directly from the Authorized Users. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of non disclosure and restricted use at least as strict as those contained herein.</p> <p>Provided however that nothing in this agreement shall restrict the receiving party from disclosing information that may be required in response to any summon or subpoena or in connection with any license or required by any Govt. authority or any regulatory or security agency or an already publicly available independently developed by receiving party with a prior intimation to the other party.</p>
Governing Law and Jurisdiction	This Agreement shall be governed by and construed in accordance with the laws of India without regard to its choice or conflict of law's provisions, and Company hereby consents to exclusive jurisdiction of court at New Delhi India.
Representation and Warranties	In addition to the representation and warranties as set out in clause 9.1 of the U4b Terms, Uber further represents and warrants that (i) it is in compliance during the Term, with all applicable laws (ii) its Marks will not infringe or otherwise violate the intellectual property of any third party. Uber further agrees to indemnify the Company against actual loss arising out of or related to a breach by Uber of its (i) representation or warranties (ii) any third party received in regard to the services rendered in this Agreement and clause 9.1 of the U4b Terms.
Compliance of Laws	UBER shall perform its obligations in compliance with the applicable laws and shall obtain all licenses, restrictions or other approval, if any, required under applicable laws in connection with the services to be rendered hereunder under this Agreement.

PMG



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*R. S. Parmar*  
(आर.एस. परमार)  
(R. S. PARMAR)

उप महाप्रबन्धक (सी.एफ.एम.)  
Dy. General Manager (CFM)  
भारत संचार निगम लि., निगमित कार्यालय, नई दिल्ली  
B. S. N. L. Corporate Office, New Delhi

This Agreement along with the U4B Terms sets out the entire agreement and understanding between the Company and Uber with respect to the subject matter hereof. This Agreement supersedes all previous agreements, arrangements, understanding, prior discussions and correspondence exchanged between any of the parties in connection with transactions referred to herein, all of which shall not have any further force or effect. In case of any conflict of whatsoever nature, this agreement along with all the annexures, amendments and modifications etc. shall prevail over any other agreement/ understandings, correspondences etc. exchanged /executed between the parties prior to execution of this agreement. An authorized representative of each party has caused this Agreement to be duly executed as of the Effective Date.

UBER B.V.



By: PNCC

Name: Gore-Coty, Pierre-Dimitri Nicolas

Title: Vice President, International Rides

Date: 04.09.2019

COMPANY

By: R.S. Parmar

Name: (आर.एस. परमार)  
(R.S. PARMAR)

Title: उप महाप्रबन्धक (सी.एफ.एम.)  
Dy. General Manager (CFM)  
भारत संचार निगम लि., निगमित कार्यालय, नई दिल्ली  
B.S.N.L. Corporate Office, New Delhi

Date: 29-08-2019

## Appendix–Fees and payment

The Parties agree that the Uber for Business Platform does not involve provision of transportation or logistics services to the Company by Uber or independent Third-Party Providers. The transportation or logistics services are availed by the Authorized Users directly from Third Party Providers under the terms set out in the Terms and Conditions.

For the sake of clarity, the Parties have agreed that the billing and payment arrangements in respect of the transportation services provided by Third Party Providers to the Authorized Users shall be undertaken as set out below.

### **a) Where the Company participates in Monthly Statement**

Subject to terms and conditions determined by Uber in its sole discretion, Company may qualify to receive monthly statements (each, a "Monthly Statement") for User Charges incurred by the Authorized Users utilizing an Enterprise Profile during the preceding month. If Company qualifies for, and elects to participate in, Monthly Statement, User Charges incurred by the Authorized Users, details of which would be mentioned in the Monthly Statement shall be sent to the Company on a monthly basis.

In respect of the services obtained by the Authorized Users from Third Party Providers, under Monthly Statement, the Company will, on behalf of the Authorized Users and in the manner set out below, facilitate the payment of the applicable charges to Uber (as the Third Party Provider's limited payment and collection agent). The Parties agree and confirm that payment of such charges in this manner shall be considered the same as payment directly by the Authorized Users to the Third Party Providers for availing transportation or logistic services.

The Company shall, on behalf of the Authorized Users, pay in full within thirty (30) days of receipt of such Monthly Statement. The Company confirms that it has been authorized by the Authorized Users to make such payments in respect of the User Charges incurred by them.

Unless otherwise indicated on an Authorized User receipt, all Fees are exclusive of applicable taxes, and Company under Monthly Statement agrees, on behalf of the Authorized Users, to be responsible for the payment of any such taxes assessed on Fees, including, but not limited to, all sales, use, VAT, GST or similar taxes.

All payments shall be processed in the local currency applicable to the geography of the Authorized User's applicable ride. All payments are non refundable except as may be expressly provided otherwise herein. The parties hereby acknowledge and agree that Uber India Systems Private Limited is an affiliated entity of Uber B.V., which is providing collection and payment services to Uber B.V. in India, and payments for User Charges shall be made to Uber India Systems Private Limited's local bank account in India. UBER B.V authorized UBER India Systems Private Limited vide authorization placed at annexure- A parties agree that payments made to M/s UBER India Systems Private Limited under this clause under this agreement.

The Parties acknowledge that the User Charges are a payment made by the Company on behalf of the Authorized Users for transportation services provided by Third Party Providers of such services to the Authorized Users. The Company acknowledges that such payments are made to Uber India Systems Private Limited, which is providing collection and payment services to Uber. The Parties acknowledge and confirm that the mere making of payments by the Company (on behalf of the Authorized Users) to Uber (as the Third-Party Providers' limited payment and collection agent) does not result in the Company availing of transportation services from Uber or the Third Party Providers, and that such payments are being made in a representative capacity purely for the sake of administrative convenience.

With respect to any payment of the User Charges payable, under this Agreement or the U4B Terms, by the Company on behalf of the Authorized Users to Uber, the Company hereby agrees that the Company shall promptly make all payment of User Charges due to Uber free and clear of any Indian taxes, including but not limited to Tax Deducted at Source(TDS) withholding tax and/or other similar taxes. To clarify, the Company agrees that no such payments of Indian tax will be paid on behalf of, or in the name of, Uber or any of its affiliates (including Uber India Systems Private Limited) in addition to any such payment for User Charges. Uber reserves the right to immediately suspend Company's account and suspend any or all access to an Enterprise Profile by all Authorized Users in the event of the identification of any breach of this clause.

### **b) Where the Company does not participate in Monthly Statement:**

If the Company is not participating in Monthly Statement, Uber shall charge the payment card associated with the applicable Enterprise Profile at the end of each Authorized User's trip utilizing an Enterprise Profile.

DPG



*R. Spanmal*  
(आर.एस. परमार)  
(R. S. PARMAR)  
उप महाप्रबन्धक (सी.एफ.एम.)  
Dy. General Manager (CFM)  
भारत संचार निगम लि. निगमित कार्यालय, नई दिल्ली  
B.S.N.L. Corporate Office, New Delhi

**Annexure A**

Date:

**To Whom It May Concern**

We, Uber B.V a private limited liability company incorporated under the laws of Amsterdam having its registered office address at Mr. Treublaan 7, 1097 DP, Amsterdam, The Netherlands hereby confirm and authorize Uber India Systems Private Limited, a private company having its registered office at Level 13, Platinum Techno Park, Plot No. 17/18, Sector -30A, Vashi Navi Mumbai, Mumbai (MH) – 400705 to be its payment and collection agent on its behalf.



For Uber B.V

Director