

PRIVILEGED AND STRICTLY CONFIDENTIAL



Framework Agreement

between

**Dubai Logistics World
(DLW)**

and

**INDO LATIN AMERICAN CHAMBER OF COMMERCE
(ILACC)**

DUBAI LOGISTICS WORLD DEPLOYMENT FRAMEWORK AGREEMENT

The World Logistics Passport (WLP) is the first global freight and logistics loyalty program developed by Dubai Logistics World (DLW) and enabled by the global presence of key Partners such as DP World, Emirates SkyCargo and Dnata, among others. The WLP connects its members, among which are the largest and fastest growing traders and freight forwarders in the world, with Partners in select trade mega-Hubs globally.

DLW is the owner of the WLP, a loyalty program in which members receive benefits in return for achieving incremental trade at Partner hubs. DLW is a company incorporated under the laws of the United Arab Emirates, with headquarters in the Emirate of Dubai. DLW is 100% owned by the Ports, Customs and Freezone Corporation (PCFC) which is a Government of Dubai entity responsible for trade and logistics facilitation for Dubai including Dubai Customs.

Indo Latin American Chamber of Commerce (ILACC) is an Association dedicated to promoting the growth and development of business and commerce in India and Latin countries, including developing India as a leading global hub for trade (the 'Coordinating Partner').

DLW and the Coordinating Partner (the 'Parties'), wish to collaborate to deploy the WLP in India (the 'Hub'). The Coordinating Partner will act as the main coordinating body to support the WLP program in the Hub. The Parties will oversee the opt-in process of Partners and ensure the efficient functioning of the WLP in the Hub.

The Parties are entering into this Agreement for the purposes of fulfilling this joint purpose.

FRAMEWORK AGREEMENT

This Agreement shall set out the framework terms on which the Parties will collaborate based on the shared interest to deploy the World Logistics Passport program in the Hub (the 'Agreement').

TERM

The Parties are entering into this Agreement for a period of two (2) years from the Effective Date, unless terminated earlier pursuant to the "Termination" clause below (the "Term").

The Parties shall use their best endeavors to meet their obligations of this Agreement within the Term.

This agreement will be renewed automatically for an additional period of two (2) years unless terminated by either Party.

PARTNERS COVERED

This Agreement covers government related entities which join the World Logistics Passport as Partners. Partners covered includes, but is not limited to, ports, airports, and customs agencies.

DLW OBLIGATIONS

The Agreement shall reflect that DLW will:

1. Provide access to WLP Members who will increase trade through the Hub in return for benefits provided by the Partners.
2. Facilitate the deployment of the WLP platform at the Hub
3. Connect the Partners to the global network of WLP Members.
4. Provide knowledge and expertise to increase trade through the Partner's Hub.
5. Promote the Hub globally as a Member of the WLP network.
6. Assign a dedicated Point of Contact to coordinate communications between the Coordinating Partner and the WLP.

**COORDINATING
PARTNER
OBLIGATIONS**

The Agreement shall reflect that the Coordinating Partner will:

1. Assign a dedicated Point of Contact to coordinate communications between the Parties.
2. Convene the relevant private and public entities identified as Partners to collaborate with the WLP.
3. Support the continuous deployment of the WLP in the Hub by encouraging the relevant entities to register as Partners and regularly propose and implement new sets of Benefits for Members.
4. Act as the guardian of the WLP program well-functioning in the Hub by presiding meetings of the WLP Hub Board and providing adequate guidance

TERMINATION

Either Party may terminate this Agreement without cause upon giving three (3) months' written notice to the other Party.

Either Party may terminate this Agreement with immediate effect by giving written notice to the other party ("defaulting party") if the defaulting party materially breaches any term of this Agreement.

ADJUSTMENTS

Any adjustments or derivations to this Agreement may be agreed by mutual consent of both Parties.

CONFIDENTIALITY

This provision is intended to be binding on the Parties.

The Parties shall keep in strict confidence the content of this Agreement and all information of a confidential nature ("Confidential Information").

Confidential Information shall include all confidential, proprietary or commercial information, however recorded or preserved that is held by the Parties or disclosed or made available (in any form or medium) directly or indirectly by the Parties, in connection with this Agreement.

TRADEMARKS

The Coordinating Partner acknowledges that DLW and/or its affiliates have the absolute and exclusive proprietary right to all trade or service names or trademarks, patents, business processes, business names, logos or domain names or incorporating the words "World Logistics Passport" or "Dubai Logistics World" alone or in combination with other names or words and any corporate symbols or logos related thereto or any other indication of brand (whether registered or not) ("Marks") and the Coordinating Partner shall not, and shall procure that each Partner in the Hub shall not, display or in any other way use the name, the Marks or any content of DLW or its affiliates in connection with publicity, advertisements, or promotion of its own business, without the prior written consent of DLW.

**ANTI-BRIBERY AND
CORRUPTION**

Each Party warrants and represents to the other Party that it, its respective affiliates, directors, officers, employees, agents, representatives, consultants, contractors or joint venture partners, have not made, or committed to make, and shall not make or commit to make, any payment of money or give anything of value to any person while knowing, believing or being aware of a high probability that the payment or other value would be offered, given or promised by such person in whole or in part to any government official, for the purpose of securing or inducing the act, decision, influence or omission of such

government official to obtain, retain or direct business, or secure any improper advantage, for any person in connection with this Agreement or any other asset or business opportunity of the Parties nor has or shall it engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (UK) or the Foreign Corrupt Practices Act (US) or any other form of bribery or corruption that would constitute an offence in India or any other jurisdiction.

GOVERNING LAW The Parties agree that this Agreement shall be governed by and the rights and obligations of the Parties shall be construed in all respects in accordance with the substantive laws of England and Wales, without its conflict of laws provisions.

DISPUTE RESOLUTION The Parties shall attempt in good faith to amicably resolve any disputes or claims arising out of or relating to this Agreement.

MISCELLANEOUS Each Party shall bear its own costs and expenses incurred in relation to the execution of this Agreement and the development of the WLP in the Hub.

The Parties shall act as independent parties with respect to the performance of this Agreement. No Party shall represent that it is a partner, employee or agent of the other Party, and this Agreement shall not be construed as an agency, joint venture or partnership.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute on and the same agreement, and any Party may enter into this agreement by executing a counterpart.

In the event where this Agreement is translated into a language other than English and in the event of any conflict between the English version and the other version, the English version of this Agreement shall always prevail.

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SIGNED BY THE PARTIES ON THE ABOVE DATE

Signed for and on behalf of
Dubai Logistics World

A handwritten signature in blue ink, consisting of several fluid, overlapping loops and a long horizontal stroke at the end. The signature is positioned above a dotted line.

.....
Mr. Abdulrahman Bin Haider
Head of WLP
Dubai Logistics World

Signed for and on behalf of
Indo Latin American Chamber of Commerce

A handwritten signature in blue ink, featuring a large, circular loop followed by a horizontal stroke. To the right of the signature, the date '16-11-22' is written in blue ink. The signature is positioned above a dotted line.

.....
Mr. Raj Kumar Sharma
Founder President and CEO
Indo Latin American Chamber of Commerce



WELCOME TO WLP FAMILY

WE ARE HONORED TO HAVE YOU AS A
PLATINUM MEMBER. WE LOOK FORWARD TO
EASING YOUR SUPPLY CHAIN JOURNEY.

A handwritten signature in blue ink, appearing to read 'Mahmood Al Bastaki', is written over the printed name.

Mahmood Al Bastaki
General Manager
World Logistics Passport