

9.1 All intellectual property and related material including any trade secrets, moral rights, goodwill and rights in any patent, copyright, trade mark, etc (the "Intellectual Property") that is developed under this Agreement will be the sole property of the Service Provider. The use of the Intellectual Property will not be restricted in any manner. The Vendor agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Service Provider's right, title, and interest therein, nor shall the Developer cause diminishment of value of said Intellectual Property through any act or representation. The Vendor shall not apply for, acquire, or claim any right, title, or interest in or to the Intellectual Property. The Vendor shall not use the Intellectual Property for any purpose other than that contracted for in this Agreement. 9.2 Notwithstanding the above, the Vendor gives the Service Provider the right to use the Vendor's Intellectual Property for selling of the products on the Platform. 9.3 All right, title and interest in usage of the terms "Sleepbee" and www.sleepbee.in including but not limited to all texts, graphics, user interfaces, visual interfaces, computer code and any other information associated therewith are reserved by us. To the extent that we include certain trademarks owned by You on our Platform, these trademarks are your property as a Vendor. By accepting the Agreement hereunder You agree that the Service Provider does not 9.4 transfer/assign the title to the Platform to You, and nothing in these terms and conditions shall imply or be deemed or construed to mean that any right, title and interest (including but not limited to intellectual property rights) stands transferred/assigned to You by the Service Provider, we retain the full and complete right, title and interest to the Platform, and all intellectual property, title and interest to the Platform, and all intellectual rights therein. 10. CONFIDENTIALITY Both the Parties agree, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Service Provider, or to disclose to any person, firm, or corporation without the prior written authorization of the Service Provider, any Confidential Information of the Service Provider INDEMNIFICATION AND LIMITATION OF LIABILITY 11. 11.1 The Vendor shall indemnify and hold harmless the Service Provider and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments that any of them may suffer from or incur and that arise or result primarily from (i) any negligence or misconduct of the Vendor arising from or connected with the Vendor's carrying out of its duties under this Agreement, or (ii) the Vendor's breach of any of its obligations, agreements, or duties under this Agreement. Service Provider has endeavoured to ensure that all the information on the Platform is 11.2 correct, but Service Provider neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. Service Provider makes no warranty, express or implied, concerning the Platform and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or from the use of the information contained on the Platform. Since the Service Provider acts only as an intermediary, it shall not have any liability whatsoever for any aspect of the arrangements between the Vendors and customers as regards the standards of services/goods provided by the Vendors. In no circumstances shall Service Provider be liable for the services/goods provided by the Vendor. Also, Service Provider is not the Vendor and cannot therefore control or prevent changes in the published descriptions which are based upon information provided by the Vendor. In no event shall the Service Provider be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of services or resulting from any information or services purchased or obtained or messages received or transactions entered into through the services; (c) unauthorized access to or alteration of the User's transmissions or data; (d) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform. Neither shall the Service Provider (and our directors, officers, employees, agents or other representatives) be responsible for the delay or inability to use the Platform or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Service Provider and its licensors, suppliers, or vendors, and their respective officers, 11.3 directors, employees, agents, or other representatives shall not be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data, or profits, whether or not Service Provider has been advised of the possibility of damage, arising out of or in connection with the use or performance of the Platform or of failure to provide products or services that You order from the Service Provider or its affiliates, including without limitation, damages arising from error, omission, virus, delay, or interruption of service. REPRESENTATIONS AND WARRANTIES 12 Each Party hereby represents and warrants as follows: 12.1 it is a body corporate validly existing under the laws of the place of its incorporation; (i) (ii) it has the corporate power to execute and deliver, and to perform its obligations under this Agreement and has taken all necessary corporate action to authorise such execution and delivery, and the performance of such obligations in accordance with the terms hereof; (iii) its obligations under this Agreement are legal, valid, binding and enforceable on it in accordance with and subject to the terms hereof; (iv) the execution and delivery by it of this Agreement and the performance of its obligations under it do not and will not conflict with or constitute a default under any provision of: (i) its constitutional or organisational or governance documents (if any); (ii) any law, order, judgment, award or decree by which it is bound, provided that, the representation and warranty covered under (i) and (ii) above shall be subject to completion of the conditions precedents in the Transaction Documents. no insolvency event has occurred in relation to it; and (v) no written notice of any action or other proceeding by any Governmental Authority or (vi) other legal or administrative action or proceeding has been received or to the knowledge of the Parties, threatened in writing against such Party, which may affect the validity or enforceability of this Agreement, or the transactions contemplated hereby or the ability of such Party to consummate this Agreement, and the transactions contemplated hereby. The Services required by this Agreement shall be performed by the Vendor, and the 12.2 Vendor shall not be required to hire, supervise, or pay any assistants to help the Vendor perform such services other than the Fulfillment Support Services offered by the Service Provider. The Vendor is responsible for paying all ordinary and necessary expenses of itself or its 12.3 staff. The Vendor will make timely payment of the fees to the Service Provider as per the Terms agreed between both the Parties. 12.5 The Service Provider shall notify the Vendor of any changes to its procedures affecting the Vendor's obligations under this Agreement at least three days prior to implementing such changes. 12.6 The Service Provider shall provide such other assistance to the Vendor as it deems reasonable and appropriate. EXCEPT AS SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIM-ITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICU-LAR PURPOSE. The Service Provider specifically disclaims any and all express or implied warranties 12.8 with respect to the Platform, Platform Services and Payment Facilitation Services and these are provided on 'as is' basis. **TERM OF AGREEMENT** 13. This Agreement shall become effective from the Execution Date and shall be valid, unless otherwise terminated in accordance with the provisions of Section 14 of this Agreement (the "Term"). TERMINATION AND CONSEQUENCES OF TERMINATION 14. Either Party may terminate the Agreement prior to the completion of the Services, provided that the Party will be required to send 30 days written notice to the other Party. The Agreement can be terminated by either Party immediately for failure of performance of any provision or obligation under this Agreement by the other Party (material breach), if the other Party's material breach is not cured within 15 days of receipt of written notice thereof. Provided that providing such cure period in case of breach of any obligation of the Vendor shall be at the sole discretion of the Service Provider. The Agreement can be terminated by the Service Provider at any time and without prior notice, if the Vendor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Vendor, or is guilty of serious misconduct in connection with performance under this Agreement. The Service Provider shall have the right to terminate this Agreement upon occurrence of any insolvency event in relation to the Vendor. It is clarified that an insolvency event in relation to the Vendor shall be deemed to have occurred upon occurrence of any of the following: The Vendor has ceased to carry on or threatens to cease the Business; or The Vendor has passed an effective resolution or a binding order has been made for its winding up except under a scheme of amalgamation; or The Vendor has become insolvent or has entered into liquidation (unless such liquidation is for the purposes of a fully solvent reorganization); or The Vendor has entered into, or taken steps to enter into, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors, any analogous or similar procedure in any jurisdiction or any other form of procedure relating to insolvency, reorganization or dissolution in any jurisdiction, or a petition is presented or other step is taken by any person with a view to any of those things. 14.4 Upon expiry or termination of this Agreement all Confidential Information and any other materials which may have been provided by one Party to the other shall be forthwith returned and the returning Party shall certify such return and all copies thereof or any other material or information which cannot be returned, shall be destroyed completely; Termination of this Agreement shall not relieve any Party of any of its obligations or liabilities and affect the rights and remedies of a Party, which have accrued prior to the date of termination. 14.6 The provisions of this Agreement contained in Sections 9 (Intellectual Property), 10 (Confidentiality), 11 (Indemnification and Limitation of Liability), 12 (Representations and Warranties), 14 (Termination and Consequences of Termination), 15 (Dispute resolution and Governing Law) and 16.2 (Notices) shall survive the expiry or early termination of this Agreement. Any obligations or duties of the Vendor and Service Provider towards the End Customer which obligations or duties accrued before the termination of this Agreement shall not be affected due to the Termination of this Agreement. DISPUTE RESOLUTION AND GOVERNING LAW 15. Service Provider shall not be held responsible for any disputes arising out of interac-15.1 tions between Users and customers. In the event of any dispute between the customer and You, Service Provider may coordinate with You and the customer to reach an amicable solution. It hereby made clear that Service Provider is only a facilitating link between You and the customer. Service Provider reserves the right, but has no obligation, to become involved in any way with these disputes and also shall not be liable in any manner whatsoever. We will not be obliged to participate in any way in any dispute between You and any party other than us regarding the services availed through the Platform. You shall not name Us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend ourselves. 15.2 As a User, You can raise the dispute with our Grievance Officer who will coordinate with the customer and will strive to find an amicable solution for resolving the dispute. In order to raise the Grievance Officer, You are required either send an email to grievanceofficer@sleepbee.in or You can call and get in touch with Service Provider executive on Mobile at +91 9778403031. The Outcome of the dispute will be informed to You as early as possible. Ideally it can take about 7 days to resolve a dispute. The Platform is intended for use by Users located in India. We in no way imply that the 15.3 materials on our Platform are appropriate or available for use outside of India. If You use our Platform from locations outside of India, You are responsible for compliance with any applicable local laws. The Terms and Conditions shall be governed by the laws of India without regard to its conflict of law principles. 15.4 The User agrees to submit to the personal and exclusive jurisdiction of the courts of Trivandrum, Kerala, India for the purpose of litigating all such claims or disputes. 16. **GENERAL CLAUSES** Independent contractors: 16.1 The relationship between Parties is on principal to principal basis. Nothing in this Agreement shall be deemed to constitute either Party a partner, joint venture agent or legal representative of the other Party, or to create any fiduciary, employer-employee relationship between the Parties. 16.2 Notices: Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows: If to the Vendor: [At the address provided by You] If to the Service Provider: Saji Retail Private Limited. Address: 36/443, Lal Nivas, Panangattukari, Trivandrum, 695121. Email id: vendor.support@sleepbee.in [Service Provider may change the aforesaid address by posting the same on the Plat-16.3 Communications: When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with us through electronic records and You consent to receive communications via electronic records from our representatives periodically and as and when required. We may communicate with You by email or by such other mode of communication as may be determined by Us. When You send an email or other communication to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our Services. 16.4 Assignment: The Service Provider may assign this Agreement freely, in whole or in part. The Vendor may not, without the written consent of the Service Provider, assign, subcontract, or delegate its obligations under this Agreement. All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall insure to the benefit of the successors and assigns of the Parties. The Vendor may assign this Agreement subject to prior approval of the Service Provider. 16.5 Press Releases / Public Statement: The Vendor will not make any public announcement or issue any press release concerning the transactions contemplated by this Agreement without the prior consent of the Service Provider unless mandated under applicable law. 16.6 Amendment and Changes to the Terms: Service Provider reserves for any reason and at any time, in its sole discretion, the right to modify, terminate, change, amend, or suspend any of the services and the Agreement. Service Provider may impose limits on all or certain features of the services or restrict your access to part or all of the services or the account without notice or liability. It is the responsibility of the Vendor to check the Agreement from time to time. If the Vendor does not agree to the amendments and changes made then the Vendor can terminate the Agreement according to the Termination clause. 16.7 Severability: Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein 16.8 Waiver: The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation. 16.9 Covenants Reasonable: The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances, but would be valid if amended as to scope or duration or both, the covenant will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective. 16.10 Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise. Each Party shall co-operate with the other Party and execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights hereunder and the intended purpose of this Agreement and to ensure the complete and prompt fulfillment, observance and performance of the provisions of this Agreement and generally that full effect is given to the provisions of this Agreement. 16.11 Counsel and management participation: You confirm and acknowledge that this Agreement has been read, reviewed and approved by your attorneys and management representatives and that You have had the benefit of its independent legal counsel's advice with respect to the terms and provisions hereof and its rights and obligations hereunder. 16.12 Grievance Officer: In accordance with the Information Technology Act, 2000 and the rules made thereunder, the name and contact details of the Grievance Officer: Mr. Abhijith Lal S S currently residing at 36/443, Lal Nivas Panangattukari, Thiruvananthapuram Kerala India - 695121. To register your grievances, you can send a mail at grievanceofficer@sleepbee.in. Any change shall be communicated on the Platform. Service of notice for Dispute Resolution and for purposes other than those which are required under the Information Technology Act, 2000 to be given only to the Grievance Officer shall not be valid. **FULFILLMENT SUPPORT SERVICES TERMS** The Platform is committed to ensuring that all support services being offered by it or its group companies to Vendors are offered in a fair and non-discriminatory manner. The Fulfillment Support Services being offered hereunder are being made available to all Vendors who opt for availing the same (and to all Vendors in similar circumstances in a fair and non-discriminatory manner). These additional terms ("Fulfillment Support Services Terms") shall form an integral part of the Master Service Agreement and shall be read in consonance with the Master Service Agreement and the Terms of Use. The Warehousing Terms shall be co-terminus to the E – Commerce Service Agreement and shall be applicable to the Vendors availing Fulfillment Support Services. In the event of conflict between the E-Commerce Service Agreement, Terms of Use and the Fulfillment Support Services Terms, the Fulfillment Support Services Terms shall prevail. **Appointment** The Service Provider shall solely be responsible to provide the services as mentioned hereunder and as per these Fulfillment Support Services Terms to the Vendor. 2. The service provider has the right to provide the service hereunder either by itself or through appointing one or more Fulfillment Support Services partners ("FSSP") for the purpose of providing Fulfillment Support Services to the vendors, in part or full, on behalf of the service provider. 3. The service provider shall notify the vendors availing the Fulfillment Support Services, the names of the FSSP and the location of the warehouses at PAN India. In the event of appointment of FSSP, the Service Provider agrees and accepts to 4. ensure that all the responsibilities and obligations of the service provider under these Fulfillment Support Services Terms are duly undertaken by the FSSP. In the event FSSP fails to undertake its responsibilities and obligations under these Fulfillment Support Services Terms, the Service Provider shall undertake the same. For clarity, under these Fulfillment Support Services Terms for all purpose, the service provider shall be solely responsible to the Vendor for the responsibilities and obligations of the FSSP. Ш Consideration In consideration to availing of Fulfillment Support Services by the Vendor from the service provider, the Vendor agrees that the Vendor shall be responsible to pay "Fulfillment Support Service fee" to the service provider, with effect from [insert date], which shall form a part of the service fees payable by the Vendor to the service provider. **Scope of Services** III. Warehousing inward services shall include services, including but not limited to, quality 1. control check, creation & submission of goods receipt note. Inventory maintenance, management and storage services 2. Warehousing outward services shall include services, including but not limited to, 3. invoice generation on behalf of Vendor, dispatch of the product to the location of the Vendor. Monthly inventory count report 4. Insurance of inventory at the warehouse 5. 6. Record maintenance of inward and outward IV. **Services and Record Keeping** All the necessary records in connection with the services rendered, including but not 1. limited to, inward records, stock records, outward records, insurance claims shall be maintained by the service provider. The Vendor availing the Services related to Fulfillment Support shall be facilitated by the Service Provider with regards to obtaining registration under goods and services tax, in the name of the Vendor at the warehouse across India(PAN). The raising of Warehouse Request Note ("WRN") and sharing the same with the 2. service provider for availing the Fulfillment Support Services in relation to the products as mentioned in the WRN is the responsibility of the Vendor. The acceptance WRN by the Vendor for inward of the products shall be subject to availability of warehousing space at the warehouse and the Vendor shall be solely responsibly to enquire with Service provider regarding the availability of space at the warehouse before raising the WRN. the right to reject the inward of products in the event of non-availability of warehousing space at the warehouse is reserved with the Service Provider. The acceptance of the inward of products in the warehouse as mentioned in the WRN 3. shall be on the basis of the WRN and acceptance of WRN by Service provider. The Service provider shall indicate the shortages and/ or loss and/or damages, if any, together with the full value forthwith on the receipt of the products from the Vendor which is in the acknowledgement given to the Vendor, save for inherent defects and damages which are not visible upon reasonable inspection or where visual inspection is not possible due to the nature of the packaging. The Vendor expressly agrees that service provider shall undertake invoicing on behalf 4. of the Vendor before dispatch of products to the customers pursuant to an order received by the Vendor on the platform. Service Provider shall promptly comply with the instructions of the Vendor for dispatch and delivery of the products to the specified customer. All such instruction from the Vendor shall be in writing or via email or shall be automated through integration of the systems of Service Provider and the Vendor. The Vendor shall receive monthly inventory report from the Service Provider. 5. 6. If the Vendor requires for audit purposes then the Service Provider shall submit an inventory certificate evidencing the count of inventory at the warehouse. However, the Service Provider should receive the request for inventory certificate in writing at least 15 days prior to the required date of inventory certificate from the Vendor. Alternatively, the Service Provider may allow the auditors of the Vendors to enter the warehouse and physically verify the inventory of the Vendor provided the Vendor sends such request for physical verification of inventory in writing to the Service Provider at least 15 days prior to the date of physical verification of inventory and Service Provider accepts the same. 7. In the event that a product stored at the warehouse and is not sold through the platform within days, as maybe communicated Service Provider to the Vendor, from the date of issue if GRN for such product, then the Service Provider shall have the right to return the product to the Vendor, at its sole discretion. The Vendor agrees to not dispute such bona fide returns. ٧. Ownership of Products and Limitation of Liability The Vendor will always own the products and the Service Provider acknowledges the same and no Products stored in the warehouse shall be pledged and/or hypothecate. Any loss, damage, claims, demands, legal proceedings, costs, expenses or otherwise 2. arising from any delay or default in the performance of any product will be not be the liability of Service Provider and/or FSSP. Service Provider and/or FSSP shall be only liable for the loss, damage caused to the Products while the Products are in the warehouse and such loss or damage is solely and directly attributable by reason of any negligence on the part of the Service Provider and/or FSSP. Any loss, breakage or damage to the products resulting from improper packing, insufficient coverage, inadequate boxing or crating, wear and tear or loss or damage due to the inherent qualities of the products for which the Service Provider and/or FSSP shall not be responsible. Service Provider and/or FSSP shall also not be liable or responsible for any loss or damage of products caused by any leakage or for concealed damage. 3. Notwithstanding anything contained in these warehousing terms, whether in contract or tort or otherwise arising out of or in connection with these services, for any consequential, exemplary, punitive, special, indirect or other incidental loss or damage, including but not limited to loss of income, profits, interest, revenue, utility or market, whether or not FSSP/service provider knows or has previously been advised of the possibility of such loss or damage, the service provider nor the FSSP shall be liable. Even in the case of in contract, tort or otherwise for any financial loss, damage, costs, 4. proceedings (including attorney's fees) or expenses of any nature whatsoever incurred or suffered by Vendor arising from or in connection with: a. inadequate or improper packaging or labelling of the Products by Vendors; b. natural deterioration of the Products or the materials in which they are packed or contained; c. any acts, errors, omissions, negligence or misconduct of Vendor or the employees, contractors, vendors or agents of the Vendor; d. handling, loading, stowage or unloading of the Products by Vendor, its' employ ees, agents, contractors and/or vendors; e. inherent vice or defect of the Products; f. any Force Majeure Event or any cause which the Service Provider and/or FSSP could not avoid; g. any reasonable depletion; h. the fault of the consignor or consignee; i. compliance with the instructions given to the Service Provider/FSSP by Vendor, its' employees, agents and/ or contractors. Non compliance with any laws, rules and regulations of India Neither the service provider nor the FSSP shall be held liable. **Physical Count and Stock Take** VI. For the purposes of the Agreement: 1. (i) the term "inventory discrepancy" means the shortfall in the quantity of the Products at the warehouse when a physical stock-take happens and is compared against the quantity that has been on record (as defined hereunder), after the Product surpluses (if any) found at a preceding physical stock-take; (ii) the term "quantity-on-record" means the quantity of Products that is recorded which is being held by the Service Provider/ FSSP at any point in time, according to the records of the Service Provider's/FSSP's inventory management system; and if any payment has been made to the Vendor in respect of any shortfall in the quantity of the Products. (iii) Products of the service provider/FSSP, where such shortfall shall be disregarded in computing the amount of stock discrepancy. 2. The Service Provider's/FSSP's inventory management system enters data which will be used for checking if any stock discrepancy has occurred or not. The Vendor shall be informed by the Service Provider's/FSSP either in writing or via 3. email if any shortage is faced in the Products' physical quantity (either due to human error in the data entry or systems error or otherwise) found during day-to-day warehousing operations. 4. Subject to the inventory discrepancy allowance referred to in this Clause (referred in physical stock count below) and other provisions of these services, the FSSP or service provider shall compensate the Vendor for the discrepancy (less any agreed discrepancy allowance) provided that the FSSP/ service provider is not liable to make payment if such discrepancy is not due to or caused solely and directly by the negligence of the FSSP/service provider. The compensation shall be paid in Indian Rupees and, unless otherwise agreed in writing between the Parties, the amount thereof shall be based on the cost price of such Products as recorded in the inventory system used by the Service Provider/FSSP or if there are no such cost price recorded, the replacement cost of the Products or if such replacement cost cannot be ascertained, the cost of such Products in the service provider's/FSSP's reasonable opinion (and in forming such opinion, the service provider's/ FSSP shall have regard to documentary evidence, if any, provided by the Vendor of the cost price of the products). Any claims with respect to discrepancies in stock and shortfalls can be made only by 5. the Vendor after the stock-take report recording where such discrepancy or shortfall has been submitted to it. VII. Insurance A comprehensive insurance shall be undertaken by the service provider/FSSP or any other entity authorized by the FSSP in the behalf, to protect the products against all the dangers faces at a warehouse. In the event of any loss or damage to the products when the products were stored in the warehouse, then the Vendor shall provide with all the required and necessary assistance to the service provider/FSSP to enable them to make the insurance claim. VIII. INDEMNNITY AND COMPLIANCES Service provider/FSSP is in compliance and will be complying with all the future require-1. ments under any laws or orders in respect of their Fulfillment Support Services under the Agreement. It is the responsibility of the Vendor to ensure that all the statutory obligations are fulfilled with respect to the products offered to be sold on the Platform such as including but not limited to Legal Metrology (Packaged Commodities) Rules, 2011 and the Legal Metrology Act, 2009 Goods and Services Act, as well as other applicable statutory compliances. The Vendor shall indemnify and hold harmless the Service Provider and its officers, 2. members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments that any of them may suffer from or incur and that arise or result primarily from (i) any negligence or misconduct of the Vendor arising from or connected with the Vendor's carrying out of its duties under this Agreement, or (ii) the Vendor's breach of any of its obligations, agreements, or duties under this Agreement. Annexure A In case of an inventory model, the Vendor shall be charged on the product purchased from the Vendor. Whereas, in case of a vendor model the Vendor will be charged on the basis of commission which shall vary according to the products category. The commission may be of the following types: Platform fee: it is a fixed percent of sales value which changes according to the product category • Shipping and handling: it is a fixed percent of sales value which changes according to the product category. In case the Vendor undertakes the shipping, then only 2 (two)% will be charged for payment gateway. • Marketing fee: it is a fixed percent of sales value which changes according to the product category. Service tax: it is 15 (fifteen) % of the commission amount and it is applicable for all the Please note that the commission charges for all Products shall be available on the Vendor dashboard on the Website.

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INTELLECTUAL PROPERTY