

Marketplace Agreement

SEVENTH SQUARE INTERNET PRIVATE LIMITED

THIS SELLER AGREEMENT (THE "AGREEMENT") is an electronic document in terms of the information technology act, 2000 and rules made there under and the amended provisions pertaining to electronic documents / records in various statutes as amended by the information technology act, 2000. This agreement does not require any physical, electronic or digital signature. The agreement is a legally binding document between seller and company (both terms defined below). The terms of this agreement will be effective upon Seller's acceptance of the same and will govern the relationship between seller and company, including with respect to the listing, marketing, sale and delivery of any Product through the company's Platform (defined below). By clicking, "I agree to the terms & conditions" on registration form, sellers agree to all the terms and policies of this agreement and have read and accepted all policies and guidelines.

You (referred hereinafter as "Seller") being desirous of using "Company's Platform" (includes website www.seventhsq.com, mobile application, WAP all collectively referred to as Platform) to offer and sell Seller's Products (defined below) to the users of the Platform, have completed registration process to enroll as a seller on the Platform; and

AND

Seventh Square Internet Private Limited, a company registered under the provisions of Companies Act, 2013, having its registered office at 75, Jhotwara Industrial Area, Jaipur – 302012 Rajasthan (hereinafter referred to as, "company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) owns the brand "SEVENTH SQUARE" shall constitute the SECOND PART.

Seller and company may be referred to as the "Party" individually and as the "Parties" collectively, as the context may

require. WHEREAS

1. Company owns and operates an online marketplace on the website located at the URL www.seventhsq.com and mobile application, WAP, which acts as an online platform for different sellers to sell their Products and for different buyers to access a variety of products and services;
2. Seller being desirous of using the Platform as a platform to offer and sell Seller's Products (defined below) to the users of the Platform have completed Seller Registration Form to enroll as a registered seller on the Platform; and

HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions

1. "Acceptance" shall mean Seller's affirmative action of clicking on the box against the words "I Accept" provided at the end of this Agreement, by which action you clearly accept the terms and conditions of this Agreement.
2. "Agreement" shall mean this Agreement in its entirety, including all content which is referenced or hyperlinked in this Agreement.
3. "Banned Products" shall mean the products/goods/articles included in the company's Banned Products List, which is hyperlinked to this Agreement.
4. "Buyer" shall mean any user of the Platform who purchases any Product of the Seller through the Platform.
5. "Catalogue" shall mean details relevant to the sale / purchase of the Products, including the Selling Price, an informative description of each Product (including but not limited to the length, breadth and height of the Product) and its contents, by way of text descriptions, graphics, or pictures or videos.
6. "Cataloging Fee" shall mean the fee for creating a Catalogue of the Seller's Products to be offered through the company's Platform.
8. "Courier Partner" shall mean the courier companies with whom company partners for couriering / delivering the purchased Products to the Buyers.
9. "Invoice" shall mean the invoice as may be raised by the Seller and shall be generated through platform on purchase of Seller's Product(s) by a Buyer, through the Platform.
11. "Listing Fee" shall mean the fee for listing a Product on company's Platform.
12. Maximum Retail Price (MRP) – means the price in INR imprinted on Product inclusive of all taxes.
13. "Packaging Service Charges" shall mean the charges as may be provided in the Commercial Term Segment as packaging material charges.
14. "Payment Collection Fee" shall mean the fees (or percentage) as may be provided in the Commercial Term Segment as payment collection fees.
15. "Commission" shall mean fee payable to the company by the Seller per Commercial Term Segment.
16. "Company's Policies" means the various policies which the company issued or may issue and make applicable on the Seller from time to time including but not limited to Seller Panel Terms of Use of the Platform which are applicable to the Seller.
17. "Product(s)" shall mean the product(s), made available by the Seller for sale on the Platform.
18. "Return period" shall mean the amount of time during which a buyer can return a product purchased from the seller and is mentioned in the category list annexed to this agreement and available on the seller's panel.
19. "Seller" shall mean a merchant registered on the website of the company for selling of products.
20. "Seller panel" shall mean a web page(s) / account on the Platform provided by the company to the Seller with a unique login id and password to update the order status, price, inventory of the Products etc. on the Platform.
21. "Seller disbursement amount" shall mean the net amount receivable by the Seller after deduction of the Commission Fees, Payment Collection Fees, Courier Fees, and other charges (if any) from the Commercial Price.
22. Selling Price shall mean MRP less any discount (if any) offered by company and being final price of the Product in INR that Buyer pays.
23. "Shipment SLA" means SLA for delivery mention on each Product page, and it is Seller's responsibility to honor Shipment SLA.
24. "Shipping Fee" shall mean the fees payable to company for availing of the courier services through company's Courier Partners and is variable according to product, size, weight, dimension, volumetric weight, place of pickup or delivery and other shipment terms mentioned in commercial term segment of this agreement.

25. "Term" shall mean the period starting from the date of acceptance of this Agreement by the Seller till the termination of this Agreement in accordance with Clause 13 provided below.

26. "Territory" shall mean the Republic of India.

2. SELLER REGISTRATION

1. As a part of the registration process, Seller states that the Seller has completed the registration form and provided other relevant details as required by the company. Seller represents that the Seller, in Seller's individual capacity and/or as an authorized representative of the entity registering as a seller on the Platform, are competent to contract, are at least eighteen (18) years of age, are of sound mind and are not prohibited by any Law in India from entering into this Agreement.
2. Seller also represent that you have provided to company Seller's information such as name, contact details, email address, account details, PAN No., Sales Tax Registration, Goods and service tax registration number and other compliance related details through the Seller Registration Form and seller profile that such information is true and correct as on date.
3. Seller will be responsible for maintaining the confidentiality of the Seller Panel and the information provided therein, and shall be fully responsible for all activities that occur under Seller's Seller Panel. Seller agrees to (a) immediately notify the company of any unauthorized use of Seller's account information or any other breach of security, and (b) ensure that Seller logs out from Seller's Seller Panel at the end of each session. Company cannot and will not be liable for any loss or damage arising from Seller's failure to comply with this Section. Seller may be held liable for losses incurred by company or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Seller's Seller Panel as a result of Seller's failure in keeping Seller's Seller Panel and the account information secure, absolute, correct and confidential.
4. Seller agrees that as a registered Seller of the Platform, Seller shall not transfer / sell / trade the Seller Panel to any other person or entity.
5. Company reserves the right to determine the Sellers who may sell on the Platform. Company also reserves the right to suspend access to registered Sellers to the Platform and the Seller Panel, or to terminate such access granted under this Agreement, without assigning any reasons for doing so. Company also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Platform.

3. PURCHASE AND DELIVERY OF THE PRODUCT

1. Seller shall upload the Product listings for the sale of the Products in the appropriate category, through the Seller Panel. Seller shall also be required to provide all Catalogue details along with the MRP, Sale Price, discount, HSN Code, Tax code and other relevant details.
2. Seller represents that Seller shall provide accurate Product information on the Seller Panel/Platform. The Product description shall not be misleading and shall describe the actual condition of the Product. If the sold Product does not match the Product description displayed on the Platform, Seller agrees to refund any amounts that Seller may have received from the Buyer.
3. Seller shall be responsible for ensuring that the Seller Panel is updated and reflects the real-time availability / non-availability of the Products listed on the Platform. Company shall not be responsible for claims made by Buyers for inaccurate Product availability details that are displayed on the Platform due to any negligence / default on the part of Seller to provide updated and accurate Product information. Seller shall be required to retain an adequate inventory of the Products listed on the Platform, for successful fulfillment of orders.
4. Seller shall not attempt to sell any products falling in the category of product prohibited for sale in India under any law for the time being in force. Seller shall not attempt to sell any products that do not fall under categories provided by the company (Annexure 1). Company shall be entitled to block all such products and shall also have the right to suspend or terminate the Seller's access to the Seller Panel and the Platform or terminate this Agreement forthwith.
5. When a Buyer elects to purchase a Product through the Platform, Company shall receive the order for the Product only in the capacity of an online marketplace.
7. For all orders placed on the Platform, payments shall be collected by the company on behalf of the Seller, in the mode (i.e., online payment or cash on delivery) as opted for by the Buyers. Seller hereby authorizes Company to process, facilitate, collect and remit payments to Seller, (collected either electronically or through cash on delivery), from the Buyers in respect of sale of the Products through the Platform. Seller also agrees that, in doing so, Company will be acting as Seller's limited agent only with the sole intent and purpose of facilitating the sale and purchase of Products through the Platform. Seller also agrees and acknowledges that the payment facility provided by Company is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks or payment through cash on delivery, for the transactions on the Platform. Further, by providing the payment facility, Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Platform.
8. On the Buyer making the payment of the Selling Price through the payment gateway provided on the Platform or opting for cash on delivery, Seller will be intimated of the same through the Seller Panel.
9. Company shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on products on the platform. Orders placed by the Buyer will be forwarded to Seller/reflected in the Seller Panel. Seller shall package the Product(s) in accordance with the packaging guidelines issued by company from time to time and dispatch the Product(s) to the Buyer.
10. Seller hereby authorize company to generate invoice on behalf of seller for all orders placed on platform of company in the name of buyer and shall take print and ship invoice generated by company along with product to buyer.
11. Seller shall ensure that the purchased Product is dispatched to the Buyer, within Shipment SLA, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents, to enable the Buyer to optimally use the Product purchased. Seller shall also issue a corresponding Invoice as provided by company in the name of the Buyer, which Invoice shall be sent to the Buyer along with the Product. Seller shall be responsible to update the Seller Panel to reflect this development.
12. The default fulfillment model provided by company for the delivery of purchased Products to the Buyers is the Seventh Square LMD (Last Mile Delivery) Model as detailed herein below. Company may, at its discretion, introduce other Fulfillment models listed at in this Clause, at any time in the future. On introduction of such other Fulfillment models, Company may, at its discretion, offer these options to all or select Sellers. All Three (3) models are detailed below for the Sellers' information.
 1. Model 1 – Seventh Square LMD Model - (Default Model) – Seller will be responsible for packaging and shipping the right Product and right quantity to the Buyer via courier through Seventh Square LMD network. Company will assign Courier partner for each shipments and designated courier partner shall collect the shipments from Seller's pick up center or warehouses.
 2. Model 2 – Fulfillment by company – Seller may keep the Products in the Fulfillment Centre along with a detailed inventory

of the same, company shall be responsible to packaging and dispatch of the Products to the Buyers as per the orders received by the Seller from time to time and in accordance with the directions of the Seller; or

3. Model 3 – Self Shipping – Seller will be responsible for packaging and shipping the Product to the Buyer via any courier service identified by the seller and approved by Company. The seller, as per agreement, uses invoice generated by company, for all products sold on the platform.

13. Seller shall keep company informed promptly on any information that shall impact the delivery of a Product to the Buyer.

14. Seller confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform will cause great prejudice and harm to the reputation and goodwill of company and may also cause harm and prejudice to the Buyers. Seller acknowledges and warrants that Seller shall not sell any Product which may cause prejudice or harm to the reputation and goodwill of Company. Further, if Company receives any complaint from any Buyer or if Seller sell or deliver wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished or previously owned Products through the Platform and company agrees to claim of buyer after examination of matter, then Seller shall be liable to replace the product or fully refund the order on it's own cost, as damages. Company reserves the right to adjust the above amount from any amount accrued to Seller pursuant to this Agreement.

4. NON-DELIVERY OR RETURN OF PRODUCTS

1. Non delivery/return of the Product due to fault of the Seller Where the Product has not been delivered/ has been returned due to any reason/fault attributable to Seller, then company shall refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Seller shall be liable to pay company and company shall be entitled to recover from Seller – Commission, Packaging Service Charges (if applicable), Payment collection charges, shipping fee, Fulfillment Charges (if applicable) and Seller Proceeds (where company has remitted the Seller Proceeds to the Seller)
2. Non delivery/return of the Product due to any other reason Where the Product has not been delivered/ has been returned due to any reason which is not attributable to the Seller, then company shall refund to the Buyer, the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Seller. Upon confirmation of return of Product back to Seller in appropriate condition, company is entitled to recover any proceeds paid to Seller for that Product.
3. Parties agree and acknowledge that company shall be entitled to recover/adjust any outstanding amount due and payable by Seller to company under this Agreement from any Seller Proceeds payable to Seller and Seller undertake not to object to such recovery/adjustment.
4. In the event of any default or delay by Seller to deliver the Product to the Courier Partners (and therefore to the Buyer) on time or at all, Seller shall immediately update the Seller Panel / send an email to company informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event. In such events, company at its discretion conveys the same to buyer or might cancel such orders and mark them under Seller cancellation.
5. Seller hereby agree to accept all Products (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.

5. PAYMENT TERMS

1. Seller shall quote a competitive Sale Price (inclusive of all applicable taxes and charges) for each Product on the Platform.
2. Company shall have the right to amend the commission percentage applicable to any Product as provided in the Commercial Term Segment, with notice of the same to Seller by way of an email and/or a notification on the Seller Panel detailing such modifications/ amendments/ revisions to the commission. It shall be the Seller's responsibility to review the emails / notifications by company from time to time. Seller's continued use of Seller Panel (including any updated information in Seller Panel, listing of Products, inventory maintenance, etc.) after such modifications/ amendments/ revisions of the company shall be deemed as acceptance of such modifications/ amendments/ revisions.
3. Company reserves the right to run promotions and offers providing benefits/discounts on the Sale price to the Buyer on the Platform on various Products. Similarly, Seller may provide or enhance discount / offer on the Products. Notwithstanding the above, the Selling Price of all Products offered on the Platform shall be either equal to, or less than, the maximum retail price of that Product. The maximum retail price, along with other statutory declarations, shall be mentioned on each Product and/or on its packaging in accordance with applicable laws.
4. The Selling Price in respect of a Product purchased by a Buyer shall be received in full by company either through the online system, i.e., the payment gateway offered by company on the Platform, or by way of cash on delivery.
5. Seller will be responsible for payment of all applicable taxes including GST.
6. Seller agrees and acknowledges that Seller will pay company, the commission, Packaging Service Charges, Payment collection charges, shipping fee, Fulfillment Charges (if applicable), any other fees, and applicable taxes on it, as provided in Commercial Term Segment, for all the orders received through company.
7. Company shall release the payment of the Seller Proceeds to the Seller within 1 working day from end of return period (excluding orders where complaint of buyer remain unresolved), after deducting the commission, Packaging Service Charges (if applicable), Payment collection charges, shipping fee, Fulfillment Charges (if applicable), any other fees, and applicable taxes on it, as provided in Commercial Term Segment, for all the orders received through company.
8. Seller agrees that Company shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Seller in one transaction, against any payments due to, or from, Seller in other transactions.
9. It is stated that all Commercial Terms such as dispatch, delivery of the Products, etc., are bipartite contracts between the Buyer and Seller and the payment facility is merely used by the Buyer and Seller to facilitate completion of the transaction. Use of the electronic payment facility or the cash on delivery method shall not render company liable or responsible for the non-delivery of the Products listed on the Platform or for any other reason whatsoever.

6. OBLIGATIONS OF THE SELLER

1. Seller shall maintain records of all the Products purchased by the Buyers through the Platform, all returns, refunds, etc., as may be required for audit and regulatory purposes and for the Platform's customer service purposes.
2. During the Term, Seller shall appoint a representative, who shall be company's point of contact for any and all matters related to this Agreement, including all sales and delivery related matters.
3. Seller shall be solely responsible and liable for any complaints and queries of Buyers with respect to the Products, delayed delivery or non-delivery of the Products purchased or any complaints with respect to the quality or quantity of the Products delivered.
4. Seller shall be solely responsible for making any representations or warranties with respect to the quality of the Product to the Buyer, including all relevant Product warranties.
5. Seller shall, at all times, comply with all applicable laws including without limitation compliance with laws relating to GST and any other applicable taxes.

7. TRANSFER OF OWNERSHIP OF PRODUCT, LOGISTICS AND CONSUMER RIGHTS

1. Seller agrees that company's role is limited to managing the Platform for the display of the Products and other incidental services to facilitate the transactions between Seller and the Buyers. Accordingly, company is merely an intermediary and the Platform is only a platform where the Seller may offer its Products for sale. The contract for sale of any of the Products shall be a strictly bipartite contract between Seller and the Buyer. At no time shall company have any obligations or liabilities in respect of such contract nor shall company hold any rights, title or interest in the Products. Company shall not be responsible for any unsatisfactory or delayed performance of the Seller including delays as a result of the Products being out of stock.
2. The ownership in the Products purchased will be transferred to the Buyer after successful delivery of the same at the destination provided by the Buyer, until which the ownership in the Products shall vest with the Seller alone. As a large market place, Company will extend its services to Sellers by giving mandates to logistic partners for facilitating the smooth functioning of the transaction between Seller and the Buyer. Any damage in transit on account of inadequate/unsuitable packaging will be to the account of the Seller.
3. Seller hereby agrees to accept all sales return (cash on delivery or non-cash on delivery), which are refused/not accepted by the Buyer at the time of delivery.
4. Seller will offer standard manufacturer's or seller's warranty actually associated with the Products. However, the Parties agree that repair, replacement or 100% (one hundred percent) refund of money will be given to the Buyer against manufacturing defect or damage. Seller shall issue a suitable, duly stamped, manufacturer's warranty card to the Buyer with the Product at the time of dispatch of the Product, if applicable. The Parties also agree and acknowledge that the primary responsibility for redressal of the Buyer's complaints will rest with Seller at all times.

8. REPRESENTATIONS AND WARRANTIES

1. The Parties hereby represent and warrant to each other as under:
 1. The Parties have all requisite power and authority to execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so; and
 2. The execution and performance of this Agreement by either Party does not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement.
2. The Seller undertakes that, at all times during the Term of this Agreement, it will:
 1. abide by the terms and conditions of the Agreement, the company's Policies and the other Platform policies, as may be applicable to the Seller;
 2. not offer for sale/sell/deliver any Banned Products or refurbished Products on the Platform;
 3. deliver the Products to the Buyers in a timely manner consistent with the terms of this Agreement; and
 4. deliver the Products in accordance with all applicable laws, rules, regulations, governmental orders, etc., and applicable codes of practice, now or hereafter in effect, relating to the Seller's performance under this Agreement.
3. The Seller represents that the Seller is competent to contract and is not disqualified from contracting under any law in India.
4. The Seller has and shall maintain all licenses and registrations required for selling the Products online or otherwise during the Term.
5. The Seller agrees, represents and warrants that the Seller shall not describe himself/itself as an agent or representative of company or make any representations to any Buyer or any third party or give any warranties which are of such a nature that company may be required to undertake, or be liable for, whether directly or indirectly.
6. The Seller agrees, represents and warrants that, the Seller shall not, at any time during the Term, transact with any Buyer directly.
7. The Seller agrees to attend to, and resolve, the Buyers' queries with regard to the delivery of the Products and the quantity and quality of the Products within 1 (one) day from the date of receipt of such queries.
8. The Seller hereby represents and warrants to company that there are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Seller under this Agreement.
9. The Seller shall be responsible for payment of the Seller's own taxes and any taxes/levies/cess applicable on the Products sold through the Platform, and shall indemnify and hold harmless, Company, from any liability in this regard.
10. The Seller hereby declares and confirms that it deals only in original, legitimate and genuine Products which are either self manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. The Seller further declares that it shall not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights, it shall be solely responsible.
11. The content of the Products, the text descriptions, graphics or pictures regarding the Product being uploaded on the Platform and the Product packaging, shall not be obscene, libelous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity.
12. Seller agrees, acknowledge and understand that:
 1. Seller is using the Platform provided and owned by Company;
 2. The permission granted by Company to use the Platform as an online market place is on a non-exclusive basis;
 3. Company reserves the right to deny access to, or revoke, such permission to use the Seller Panel and/or Platform at any time;
 4. Company shall have the right to remove the listing of any Product being offered for sale by Seller;
 5. Company shall have the right to offer discounts, run promotion campaigns on the Sale price to the Buyers. Seller shall not object to the provision of such discounts given by Company;
 6. Any and all data derived as a result of this Agreement will be owned by company and Seller shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Seller's obligations hereunder; and
 7. For the duration of the Term, the Platform shall be maintained by Company. The ownership of the Platform shall vest with company and the company shall make its best efforts to deal with any technical issues affecting the Platform (such as, for instance, the Platform becoming inoperative.) Company does not warrant that the Seller will be able to use the Platform and offer for sale the Seller's Products at all times or locations on the Platform or that the Platform and the services provided through the Platform will be uninterrupted or error-free or that the defects will be corrected by Company.
 8. Except as agreed to by the Parties, the data of Buyers will be the exclusive property of Company, and Seller will not use the same for Seller's own purpose or distribute such data in any form or means except for the purpose of this Agreement and shall keep it confidential at all times.
 9. In the event of any breach or delay in the fulfillment of Seller's obligations by Seller, due to any reason, Company shall not be held liable/responsible. Company shall not be liable for the sale of the Products by Seller through the Platform or any loss incurred by Seller or the Buyer therefrom.
 10. The Seller represents that the Seller shall not, at any time, use any intellectual property of company in any manner without

the prior written consent of company. The Seller also represents that the Seller shall not purchase any company metatags on the Internet without the prior written consent of company.

11. Seller agree that Seller will abide by the terms and conditions of this Agreement and company's Policies, including any amendments thereto made by Company from time to time which may be made as notified.
12. The Seller represents and warrants that if Seller is found indulging in providing of false or misleading information or provision of defective or counterfeit Products, then company may, at its sole discretion, suspend, block, restrict, or cancel the Seller's registration on the Platform and /or disqualify / bar the Seller from selling the Products on the Platform.

9. INTELLECTUAL PROPERTY RIGHTS

1. Both Parties agree that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party. Seller recognizes and confirms that company has the exclusive right to supervise, allow and reject the contents of the Platform. Company shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Seller regarding the Seller's Products and all consequent liability will be borne by the Seller only.
2. Seller hereby grants to company the right to display/delist the Products (as updated or to be updated by Seller on the Seller Panel at any/all times) along with the related logo and/or trademark and/or brand name, etc., of the Products for marketing/selling through the Platform.
3. Seller hereby authorize company to use and include Seller's trademarks (as may be provided by Seller from time to time) and Seller's corporate name on the Platform and in any directory or promotional material produced in connection with the promotion of the Platform or the Products offered by Seller on the Platform.
4. Seller acknowledges that company is merely an intermediary with respect to the Products listed on the Platform. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Platform (including availability or sale of counterfeit goods on the Platform), company may, at its own discretion, remove / delist the allegedly infringing Products / content from the Platform, with or without prior notice to Seller.

10. ANTI BRIBERY AND ANTI CORRUPTION POLICY

1. The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Seller agrees to comply with "Anti-Bribery and Anti-Corruption Policy" and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with company or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and company reserves the right to take all appropriate actions or remedies as may be required under the circumstances. The Seller will provide all possible assistance to Company in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Seller.

11. INDEMNIFICATION

1. The Seller agrees and undertakes to indemnify and to hold harmless company, its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by the Seller of the Seller's obligations, representations, or warranties hereunder; (ii) any violation by the Seller of applicable law or regulation (including law governing information technology, money laundering, data protection and consumer protection); or (iii) any breach by the Seller of any company Policies or any other policies.
2. Additionally, the Seller shall, at all times and to the complete satisfaction of company and without demur, at its own expense, indemnify, defend and hold harmless, company and its officers, directors, employees, associates successors, representatives and agents, against any third party claim, demand, suit, action or other proceeding brought against company or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of the Products and their content, or any breach of any of the terms and conditions of this Agreement by the Seller or failure of the Seller in the performance or observance of its role, functions, responsibilities as specified herein, or the breach of the Seller's representations and warranties as contained in this Agreement, even after the termination of this Agreement.

12. LIMITATION OF LIABILITY

1. To the greatest extent permissible under law, Company shall not be liable for any special, indirect, or consequential loss or damage, loss of profits, business, revenue, and/or goodwill. The maximum aggregate liability of Company shall be limited to INR 1,000 (INR one thousand only).

13. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

1. Term: Agreement shall come into force on the Effective Date and shall continue until and unless terminated as per terms of this Agreement.
2. This Agreement may be terminated by Company, with immediate effect:
 1. if Seller are in breach of any of its obligations, representations or warranties, or any other material terms as contained in this Agreement and/or any of the company Policies;
 2. if a petition for relief under any bankruptcy or insolvency is filed by or against Seller or Seller makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.
3. Company also has the right to suspend Seller's access to the Seller Panel (instead of terminating the Agreement) for any period of time (during which time period Seller shall not be permitted to sell Seller's Products on the Platform) on the occurrence of any of the termination triggers specified in this agreement.
4. Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon giving a written notice to other Party.
5. On termination of this Agreement:
 1. Company will, with immediate effect, block Seller's access to the Platform and consequently, Seller shall not be able to offer any Products to the Buyers thereafter and shall not have the right to re-register himself /itself as a Seller on the Platform at any time after such termination, unless Company, in its discretion, permits such re-registration;
 2. Seller shall return to company all the confidential information of company and all other properties and materials belonging to company. Where the confidential information cannot be returned in material form, Seller shall destroy all of company's

- confidential information and shall provide company with a certificate of destruction with respect to the same.
6. It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
 7. On the termination of the Agreement, Seller will be entitled to only the Seller Proceeds which have become due to Seller on account of any purchase of the Products, made through the Platform, prior to the date of termination of this Agreement. Company shall be entitled to adjust any monies, due from Seller to company till the date of termination, from the Seller Proceeds payable to Seller on termination.
 8. Without prejudice of the foregoing, the termination of this Agreement pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which either Party may have, arising out of the event which gave rise to the right of termination.

GENERAL TERMS

1. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:** If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by company. Arbitration shall be held at Jaipur (Rajasthan), India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. The Agreement shall be governed by and construed in accordance with the laws of India. The courts of Jaipur (Rajasthan), India, shall have exclusive jurisdiction in connection with this Agreement.
2. **CONFIDENTIALITY:** The parties shall not at any time divulge, or allow to be divulged to any person, any Confidential Information unless the said information comes in public domain without breach by either Party however, no party shall be precluded from disclosing any information to the extent required in the legal proceedings. Confidential information would include but not be limited to Buyer details, market information, all work Products and documents related thereto, the contents of the Platform or any other information which is treated as confidential by company, and any other information, whether oral or in writing, received or to be received by Seller which is agreed to be treated under the same terms, whether expressly or by implication. The obligations under this Clause shall survive the termination of this Agreement
3. **FORCE MAJEURE** No Party shall be liable for failure to perform its obligations due to Force Majeure.
4. **NOTICES:** to be served by email, sms or post to the addresses as stated above.
5. **ASSIGNMENT:** Parties shall not have the right to assign this Agreement except assigned to affiliates.
6. **MODIFICATION:** Shall be effective or binding if agreed in writing by authorized representatives unless stated differently above.
7. **EXCLUSIVITY** Non Exclusive.
8. **RELATIONSHIP** Principal to Principal basis and shall not be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner.
9. **ENTIRE AGREEMENT:** This Agreement, including Annexure and T & C added from time to time, shall constitute entire and final agreement between Seller and company with respect to the subject matter covered herein.
10. **SURVIVAL** Any and all obligations under this Agreement which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive
11. **SEVERABILITY** If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision of the agreement will not affect the validity or enforceability of the remaining provisions of this Agreement.
12. **NON WAIVER** No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same is in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.
13. **RECORDS** Seller agrees that at all times during the term of this Agreement, shall maintain appropriate records relating to transactions covered under this agreement and shall allow company to examine, inspect, audit, and review all such records and any source document pertaining to the transaction covered under this Agreement upon written notice to Seller at least five (5) business days prior notice.
14. **AMENDMENT** Company may amend the terms and conditions of this Agreement including the Commercial Term Segment and the company's Policies at any time in its sole discretion by intimating Seller by way of notification on the Seller Panel and/or by sending an email to the email ID provided in the Seller Registration Form. It is Seller's responsibility to review amendment notifications from time to time. Seller will be deemed to have accepted such amendments, if you continue to access the Platform/Seller Panel after the amendments are notified by Company. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this agreement shall prevail, until further change / modifications are notified by Company.
15. **COMMUNICATION** Merchant gives explicitly consent and allows Company to send the messages/ communication on email or mobile from time to time

Annexure 1

1. Category wise list of products that can be sold on company's platform:

Category	Sub-Category	Commission Rate
Cement	Ordinary Portland Cement Grade 33	INR 3 per bag
	Ordinary Portland Cement Grade 43	INR 3 per bag
	Ordinary Portland Cement Grade 53	INR 3 per bag
	Portland Pozzolana Cement (PPC)	INR 3 per bag
	Portland Composite Cement (PCC)	INR 3 per bag
	Portland Slag Cement (PSC)	INR 3 per bag
	White Cement	2%

Bricks & Blocks	Red Clay Brick	5%
	Concrete Hollow Block	5%
	Fly Ash Brick	5%
	Autoclaved Aerated Concrete (AAC) Block	5%
	Refractory Brick	5%
	Sand Lime Brick	5%
	Engineering Brick	5%
	Porotherm Hollow Block	5%
	RCC Pole	5%
Steel	TMT Bar	1%
	Binding Wire & Stirrup	1%
	Structural Steel	1%
	Rebar Coupler	1%
Aggregates	M-Sand	5%
	P-Sand	5%
	River Sand	5%
	Crushed Stone / Grit	5%
	Gravel	5%
Pipes & Fittings	UPVC Pipe	5%
	CPVC Pipe	5%
	Iron & Steel Pipe	5%
	Pipe - Other	5%
	Fittings	10%
	Water Tank	10%
	Other	10%
Sanitaryware	Faucet	10%
	Shower	10%
	Sink	10%
	Washbasin	10%
	Water Closet & Bidet	10%
	Bath Tub	10%
	Urinal	10%
	Flushing Cistern & Flush Tank	10%

	Fittings & Allied Products	10%
Electrical	Lighting	10%
	Wires & Cables	10%
	Home Automation	10%
	Switch, Socket & Switchboard	10%
	Electrical Box	10%
	Switchgear	10%
	Conduit pipe	5%
	Electrical fittings	10%
	Other	10%
HVAC	Exhaust Fan & Ceiling Fan	10%
	Air Conditioner & Outdoor	10%
	Ventilation Louvre	10%
	Water Heater / Geyser	10%
	Accessories	15%
	Other	10%
Hardware	Bath Hardware	10%
	Door & Window Hardware	10%
	Safe & Deposit Box	10%
	Railing System	10%
	Nails, Screws, Nuts & Bolts	10%
	Curtain Rings & Rods	10%
	Smoke Detector	10%
	Security System	10%
	Ladders	10%
	Drawer Channel & Slider	10%
	Other	10%
Flooring & Wall	Tiles - Ceramic	5%
	Tiles - Vitrified	5%
	Tiles - Glass	5%
	Tiles - Cement	5%
	Tiles - Mosaic	5%
	Tiles - Quarry	5%
	Tiles - Metal	5%

	Tiles - Resin	5%
	Tiles - Linoleum	5%
	Tiles - Other	5%
	Wooden Flooring - Hardwood	5%
	Wooden Flooring - Laminate	5%
	Wooden Flooring - Engineered Wood	5%
	Wooden Flooring - Cork	5%
	Wooden Flooring - Bamboo	5%
	Wooden Flooring - Floor Board	5%
	Flooring - Other	5%
	Wallpaper, Wall Mural & Wall Panel	10%
	Natural Stone - Granite	5%
	Natural Stone - Marble	5%
	Natural Stone - Quartz	5%
	Natural Stone - Sandstone	5%
	Natural Stone - Limestone	5%
	Natural Stone - Slate	5%
	Cladding Brick	5%
	Pavers	5%
	Accessories	10%
	Other	10%
Paints & Finishes	Interior	10%
	Exterior	10%
	Wood & Metal Finishes	10%
	Other	10%
Roofing	Metal Roofing Sheet & Accessories	1%
	Polycarbonate Sheet	5%
	Fibre Cement Sheet	5%
	Clay Roof tile & Accessories	5%
	Solar Roofing	10%
	Ceiling Panel	10%
	Accessories	10%
	Other	5%
Doors & Windows	Metal Door & Window	5%

	Wooden Door & Window	10%
	Glass Door & Window	10%
	UPVC Door & Window	10%
	Other	10%
Modular	Kitchen	10%
	Bath	10%
	Wardrobe	10%
	Other	10%
Chemicals	Wall Putty	10%
	UPVC & CPVC Solvent	10%
	Sealant	10%
	Adhesive	10%
	Grout	10%
	Waterproofing	10%
	Primer	10%
	Screed	10%
	Mortar	10%
	Other	10%
Boards & Sheet	Plywood	10%
	Medium Density Fibreboard (MDF)	10%
	High Density Fibreboard (HDF)	10%
	Oriented Strand Board (OSB)	10%
	HDHMR Board	10%
	Particleboard	10%
	Blockboard	10%
	Veneer	10%
	Mica Laminates	10%
Architectural Glass	Toughened	10%
	Float	10%
	Extra Clean	10%
	Tinted	10%
	Chromatic	10%
	Reflective	10%
	Laminated	10%

	Lacquered	10%
	Bevelled	10%
	Frosted	10%
	Textured	10%
Other	Other	5%

* All commission percentages mentioned above are exclusive of GST.

2. Payment processing charges are applicable at 1.8% of total payment by buyer + GST, along with the commission.
3. Total Seller Net Disbursement is calculated post deduction of commission, payment processing charges, GST and other charges as applicable, as mentioned above in the agreement.