

## SUPPLIER AGREEMENT

This **SUPPLIER AGREEMENT** (the “**Agreement**”) is entered between:

**I. FEMICA INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, with PAN No. **AAECF7238G** and GSTN **06AAECF7238G1ZN** and having its registered office at **Plot No. 76 D, Sector 18, Udyog Vihar Phase-4, Gurgaon, Haryana, 122001** (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

**AND**

**The Supplier (Details given in Annexure 1)**

In this Agreement, the Company and the Supplier are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.

### **WHEREAS:**

**A.** The Company carries on the business of sales promotions, marketing, fulfilment services and payment collection services across multiple consumer categories. The Company owns a TECHNOLOGY ENABLED Re-sellers and Affiliates NETWORK “**Femica Ambassadors**” and E-Commerce store in the name of “**femica**”.

Provides an online marketplace (the “**Application/Web**”) where registered Suppliers (defined below) can offer to sell their respective products to users of the Application/Web (“**Resellers**”) or to the final customer. The Company’s role is limited to managing the Application/Web and associated marketing, payment collections, order management, enquiry management and other incidental services to enable the transactions between the Suppliers and the Resellers (the “**Business**”);

**B.** The Supplier is engaged in the business of manufacturing/wholesale trading in certain products (the “**Products**”), the details of the Supplier and description of the Products are more fully detailed in **Annexure 1**;

**C.** The Supplier has approached the Company and made certain representations with respect to their eligibility to list their Products on the Application/Web, and the Company has agreed to permit the sale of the Products on the Application/Web to the Users (“**Resellers**”) and additionally shall provide the Supplier with specific services more fully described in **Annexure 2** (the “**Services**”); and

**D.** Pursuant to Recital C, the Parties now wish to formally record the terms and conditions governing the strategic partnership between the Parties.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, it is mutually understood, agreed and covenanted as follows:

### **1. DEFINITIONS AND INTERPRETATION**

1.1. Unless the context otherwise requires, the following words and expressions shall have the meaning as set out herein below

“**Affiliate**” of a Person (defined below; the “**Subject Person**”) means (i) in the case of any Subject Person that is a natural person, any other Person (other than a natural person) that, either directly or indirectly, is Controlled (defined below) by the Subject Person, or any Person who is a Relative (defined below) of the Subject Person; and (ii) in the case of any Subject Person other than a natural person, any other Person that, either directly or indirectly through one (1) or more intermediate Persons, Controls, is Controlled by, or is under the common Control with the Subject Person;

1.1.1. “**Applicable Law**” means all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or byelaws; (ii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with Indian Governmental Authority (defined below), which have binding effect; or (ii) consent of or from any State Governmental Authority, whether in effect as of the date of this Agreement or at any time thereafter;

1.1.2. “**Application/Web**” shall have the meaning assigned to such term in Recital A;

1.1.3. “**Business**” shall have the meaning assigned to such term in Recital A;

1.1.4. “**Business Day**” shall refer to any day when the scheduled commercial banks in Gurgaon are open for business, and shall exclude Sundays and notified public holidays;

1.1.5. “**Commission**” shall have the meaning assigned to such term in Clause 3.1;

1.1.6. “**Confidential Information**” shall have the meaning assigned to such term in Clause 8.3;

1.1.7. “**Consideration**” shall have the meaning assigned to such term in Clause 2.5;

1.1.8. “**Control**” shall have the meaning set out in Section 2(27) of the Companies Act, 2013, and the terms “**Controlling**,” “**Controlled by**” and “**under common Control with**” shall have corresponding meanings;

1.1.9. “**Data**” shall have the meaning assigned to such term in Clause 4.1;

1.1.10. “**Force Majeure Event**” shall have the meaning assigned to such term in Clause 11.1;

1.1.11. “**Governmental Authority**” means nation, government, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any state government authority, agency, department, board, commission or instrumentality of India or any other jurisdiction, as applicable, or any political subdivision thereof or any other applicable jurisdiction or any court, tribunal or arbitrator;

1.1.12. “**Intellectual Property**” shall have the meaning assigned to such term in Clause 8.2;

- 1.1.13. “**Order**” shall mean a final purchase order placed by a Reseller/Customer with the Supplier through the Application/Web for the purchase of the Product;
- 1.1.14. “**Person**” means any natural person, firm, company, joint venture, partnership, association or other entity (whether or not having a separate legal personality);
- 1.1.15. “**Product**” shall have the meaning assigned to such term in Recital B and Annexure 1;
- 1.1.16. “**Relative**” shall have set out in Section 2(77) of the Companies Act, 2013;
- 1.1.17. “**Representative**” shall have the meaning assigned to such term in Clause 2.11;
- 1.1.18. “**Reseller**” is an affiliate seller, who sells products from Application/Web to its customers in exchange for a margin, which it earns from its customers. Online resellers are typically women homemakers or unemployed men or even college students who use WhatsApp, FB or Instagram to market their products after sourcing them from suppliers who typically keep a bigger stock of products. Reseller uses the Application/Web for placing an Order from the Seller listed on the Website/App for products;
- 1.1.19. “**Sale Value**” is the supplier to reseller/Customer price for the goods and services sold on the femica platform
- 1.1.20. “**Seller Panel**” means different panels which are provided by the Company to the Supplier on the Application/Web with functionalities described in more detail in Annexure II;
- 1.1.21. “**Service Fee**” shall have the meaning assigned to such term in Clause 3.2;
- 1.1.22. “**Term**” shall have the meaning assigned to such term in Clause 9.1;
- 1.1.23. “**Supplier Fee**” shall have the meaning assigned to such term in Clause 5.1; and
- 1.1.24. “**Supplier Guidelines**” means the policies of the Company in force pertaining to, *inter alia*, packaging, marketing, logistics and finances attached hereto as **Annexure 3**, and as amended from time to time.

1.2. In this Agreement, unless the context otherwise requires:

- 1.2.1. A reference to an agreement shall include all amendments, modifications and supplements thereto.
- 1.2.2. The headings and subheadings are inserted in this Agreement for convenience and identification only and are to be ignored for the purposes of construction except to the extent that the context otherwise requires.
- 1.2.3. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.

- 1.2.4. A reference to a day means a calendar day.
- 1.2.5. A reference in the singular shall include references in the plural and *vice versa*.
- 1.2.6. Any pronoun or pronouns shall be deemed to cover all genders.
- 1.2.7. The words ‘hereof’, ‘herein’ and ‘hereunder’ and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this agreement.
- 1.2.8. Terms defined in the Annexures hereto shall have the meanings assigned thereto in the applicable Annexure hereto when used elsewhere in this Agreement.
- 1.2.9. The Annexures to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 1.2.10. The words ‘written’ and ‘in writing’ include facsimile transmission and any other legally recognised means of reproducing words in a tangible and permanently visible form with confirmation of the transmission.

## 2.PRODUCT LISTING, SALES AND MANAGEMENT

- 2.1.The Company shall permit the Supplier to list the Products on the Application/Web, on such terms contained in this Agreement, provided however, that the Company reserves the right to select or delist any Product or delist any existing Supplier subject to its sole discretion.
- 2.2.The Supplier shall at all times comply with the provisions of this Agreement and the Supplier Guidelines attached hereto as **Annexure 3**, as amended from time to time.
- 2.3.The Supplier shall be solely responsible for ensuring the quality, originality and sufficiency of the Products listed on the website and shall ensure that the Products are in compliance with the standards prescribed for such Products under Applicable Law and the Supplier Guidelines.
- 2.4.The Supplier will provide the Company with details and images of the product they offer for sale on the Application/Web in accordance with the Supplier Guidelines. The Supplier shall be responsible to ensure the accuracy of the Product description and shall update the details of the Products on the Application/Web from time to time, in the manner and at such frequency as prescribed by the Company. The Supplier shall be solely responsible for ensuring that the Products and the images do not infringe upon any third party’s rights, including without limitation, such party’s intellectual property rights.
- 2.5.The Suppliers shall offer to list the Products on the Application/Web at their wholesale price (inclusive of taxes) to the Company which should be either at par of other websites or min of 15%. Notwithstanding anything contained in this Clause, the Supplier authorises the Company in the capacity of marketing agent to discover & intimate the prevailing best market price for its products. Fixation of sale prices shall be at the sole discretion of the Supplier and it shall be communicated to the Company. The Company shall act as a “Pure Agent” of the Supplier under Applicable Law and shall have no role in fixation of the sale price of the products on the Application/Web.
- 2.6.However, in the event the Supplier disagrees with the market price discovered by the Company,

then the Supplier shall be entitled to withdraw the Products from the Application/Web on notifying the Company of such dissent with a request to withdraw the Product from the Application/Web. A specific request of withdrawal by the Supplier will take effect within twelve (12) to twenty four (24) hours from receiving such request.

- 2.7. The Company shall provide the necessary backend infrastructure to the Supplier such as product uploading facilities, call centre, order management system, etc., for capturing the orders placed to the Supplier over the Application/Web. The Orders placed by the Reseller/Customer on the Application/Web may be viewed and accessed by the Supplier directly on the Seller Panel. On receipt of an Order, the Supplier shall package the Product and dispatch the Products strictly in accordance with the mandate provided in the Supplier Guidelines. In the event of a delay, the Company will be immediately informed of such delay by the Supplier, along with the expected time of dispatch, so that the Reseller/customer may be appropriately updated regarding the delivery time through the Application/Web. In case the Supplier fails to make the Product ready for dispatch to the Reseller/customer within the period as stipulated above or marks the order as cancelled due to whatsoever reasons, the Company will be entitled to penalize the Supplier as per the Supplier Guidelines.
- 2.8. The Supplier also undertakes that it shall not independently (other than on the Application/Web) promote its products, services, offers, packages, etc to the Reseller or the Reseller's customers directly, indirectly and /or through email, SMS or any other electronic or physical mode.
- 2.9. In the event payment for the Orders are collected by the Company on behalf of the Supplier (the "**Supplier Fee**"), the same will be collected while acting as an agent of the Supplier with the sole intent of facilitating the transactions of the Supplier. The Company shall subject to deductions under Clause 3, transfer the balance Supplier Fee to the bank account designated by the Supplier and as set out in **Annexure 1**.
- 2.10. The Company shall have the sole right to modify the composition or nature of the Services or the Application/Web, including the manner in which the Services are provided, without the Supplier's prior written consent. Any changes to the Services or the Application/Web shall be communicated to the Supplier in writing, detailing such modifications at least seven (7) days prior to the expected implementation of such changes.
- 2.11. The Supplier shall designate one (1) individual who shall be the primary point of contact for any matter that may arise under this Agreement (the "**Representative**"). On the date of the execution of this Agreement, the Supplier shall provide the Company with the telephone number, email address and other contact details of the Representative. The Supplier shall have the right to change the Representative upon provision of one (1) month's prior written notice to the Company.
- 2.12. Further, as a preferred Supplier, the Company will offer the Supplier the following benefits:
  - 2.12.1. Dedicated Account Manager (AM) to handle all issues and clarifications regarding returns. The key focus area of this AM will be to work closely with the Supplier and take initiatives to reduce the return percentages of the Supplier.
  - 2.12.2. Faster activation of all catalogues uploaded by the Supplier (24-48 hours), resulting in faster visibility of the Products of the Supplier to Reseller/ Reseller's customers.
  - 2.12.3. Dedicated call support executives who will take all queries regarding issues faced by the Supplier while transacting on the Application/Web.
  - 2.12.4. Higher visibility of selected catalogues of the Supplier on the Application/Web, again resulting in higher chances of Resellers viewing the Products of the Supplier,

and thereby increasing the chances of order placement on the particular catalogue.

Providing a priority badge to the Supplier for internal processes of the Company, so that all issues of the Supplier are handled at top priority by all employees/departments of the Company.

### 3.COMMISSION AND SERVICE FEE

- 3.1. In consideration for permitting the Supplier to sell the Products on the Application/Web, the Company shall charge a Fee on every eligible order placed on the Application/Web, at such rates prescribed in **Part A of Annexure 4** (the “**Fee**”/“**Commission**”). The Fee (which is a percentage of the sales amount) may be revised from time to time and such revision shall be communicated in advance by the Company to the Supplier. It should be based on mutual agreement.
- 3.2. The Company shall also charge the Supplier for the Services provided by the Company, including any marketing expenditure and logistics charges incurred by the Company on behalf of the Supplier (the “**Service Fee**”), at such rates prescribed in **Part B of Annexure 4**.
- 3.3. The Supplier shall submit an invoice to the Company on a monthly basis for the Service Fee payable by the Supplier on or before the seventh (7<sup>th</sup>) of the following month. All payments shall be made by the Company in Indian National Rupees (INR) unless otherwise mutually agreed by the Parties in writing. The invoicing and payment of the Supplier Fee shall be as per the prescribed Supplier Guidelines in this regard.
- 3.4. The Company shall set off any losses, Service Fee or Commission payable by the Supplier against the amount/(s) payable to the Supplier. The Company’s right under this Clause 3.4 shall be in addition to, and not in derogation of, all other rights available to the Company under this Agreement or Applicable Law.
- 3.5. The Supplier shall be responsible for any applicable value added tax, goods and service tax (GST), service tax, sales tax, real or personal property tax, income or any other taxes, cess, levy whatsoever including taxes relating to the Products, attributable to or incurred by the Supplier.
- 3.6. The Company shall withhold taxes/payments, if required under Applicable Law to be withheld on payments made to the Supplier hereunder and shall be required to remit to the Supplier only the net proceeds thereof. The Company shall remit the taxes withheld to the appropriate Governmental Authority and agrees to provide the Supplier, in a timely manner, with properly executed documentation or other information or receipts or certificates evidencing the Company’s payment of any such tax.
- 3.7. Supplier may deposit & submit Form 16A to the Company towards deduction of tax at source against invoices issued by the Company towards Service Fee charged to the Supplier. Company shall reimburse equivalent TDS amount, on receipt of valid Form 16A.

### 4.DATA

- 4.1. The Company and its Affiliates are and shall remain the sole owner of any Reseller data, case files or any other associated Reseller information (collectively “**Data**”) at all times during the Term. The Supplier shall ensure that Data shall not be: (i) used by the Supplier other than in connection with the sale of the Products; (ii) sold, assigned, leased, or

otherwise, in any manner or form whatsoever disclosed to third Persons by the Supplier; or (iii) commercially exploited by or on behalf of the Supplier, its employees, subcontractors, agents or affiliates.

4.2. As part of the Services, the Supplier shall promptly correct any errors or inaccuracies in Data caused by the Supplier. Upon the Company's request, the Supplier shall also promptly correct any other errors or inaccuracies in the Data.

4.3. All Data received or produced during the performance of the Services hereunder, and in the possession of the Supplier, shall be contained in a database and shall, upon the Company's written request, be delivered to the Company or its Affiliates within the time period and in the format stated in the request by the Company. In the event any or all of the Data is destroyed or damaged in any way, the Supplier shall, at its cost, promptly restore the Data or facilitate its collection. The Supplier shall protect the Data at all times and shall use the same degree of care to prevent the loss of or alteration of Data in the Supplier's possession that a prudent person would use to protect that person's information and one which is at any cost not lesser than the standard of care that the Supplier uses to protect its own information and other information that may be in its possession.

## 5. ANTI-CORRUPTION AND ANTI-BRIBERY

5.1 The Supplier is aware that Femica is a reputed business firm and is familiar with the Global Anti-Corruption Policy. The Supplier agrees that its performance under this Agreement will be in full compliance with the Policy and all applicable anti-corruption laws and regulations, included but not limited to the U.S Foreign Corrupt Practices Act and the UK Bribery Act. Accordingly, the Supplier agrees that in connection with its activities under this Agreement, neither nor any agent, affiliate, employee or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

5.2 **Annual Certification-** The Supplier agrees to certify annually its compliance with the Policy and the applicable anti-corruption laws and regulations by executing a form supplied by Femica for this purpose.

5.3 **Audit Rights-** The Supplier shall keep books, records, and accounts with enough detail and precision as to clearly reflect its transactions and the use or disposition of its resources or assets. The Supplier agrees that Femica has the rights to audit the transactions related to its execution of its obligations under this agreement at any time and upon reasonable notice.

5.4 **Training-** The Supplier agrees that its employees, workers, contractors, agents, shareholders, affiliates, advisors, or other persons acting on its behalf who will interact with government officials on Femica's behalf will participate in anti-corruption training, if requested by the Company.

**5.5 Right to Terminate-** In any event if Femica determines, in its sole discretion, that Supplier has engaged in the conduct that violates the policy or the applicable anti-corruption laws and regulations, Femica shall immediately have the right to suspend the Services and thereafter terminate the agreement. The Supplier shall also have the right to terminate the agreement if it finds out that Femica does not comply with the ongoing anti-corruption compliance obligations set forth in the Agreement or if the Company does not successfully complete periodic due diligence.

**5.6 Government affiliations-** The Supplier represents and warrants that neither the Supplier nor any of its directors, officers, partners, shareholders, employees, agents or representatives is government official.

**5.7 Mode of Payment-** The Parties mutually agree that all payments that are required to be under this Agreement shall be made only upon receipt of invoices containing the details of the products/ services delivered for which payment is due.

**5.8 Cooperation with investigation-** The Supplier agrees to provide assistance and cooperation in any investigation related to potential violations of the Policy or the applicable anti-corruption laws and regulations, including the US Foreign Corrupt Practices Act.

## **6.SUPPLIER'S REPRESENTATIONS AND WARRANTIES**

6.1.The Supplier represents and warrants to the Company as follows:

6.1.1.it is duly organised, validly existing and in good standing under the Applicable Laws of its incorporation or in the jurisdiction in which the Supplier is a resident and/ or does business and that the Supplier has full authority to enter into this Agreement and to perform all the obligations hereunder according to the terms hereof;

6.1.2.it has the necessary expertise and resources to carry out its obligations hereunder and there is no restriction, bar, constraint or prohibition on its carrying out the same;

6.1.3.It has obtained the necessary regulatory approvals/ licences to register and host a virtual marketplace on the Application/Web;

6.1.4.it has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms here and that this Agreement, when entered into has been duly authorised, has been duly and validly executed and delivered, and is legal, valid, and binding obligation of the Supplier, and that the Persons executing this Agreement on behalf of the Supplier are duly empowered and authorised to execute this Agreement and to perform all its obligations in accordance with the terms herein;

6.1.5.All consents, permissions, approvals, authorisations, orders, registrations or qualifications of, or with, any court or Governmental Authority having jurisdiction over the Supplier, have been obtained and are valid and shall be kept current, valid and fully operational during the Term including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, the Equal Remuneration Act, 1976, the Industrial Disputes Act, 1947, the Workmen's Compensation Act, 1923, the Minimum Wages Act, 1948, the Payment of Bonus Act,



1965, the Payment of Gratuity Act, 1972 and the Payment of Wages Act, 1936, as applicable; and

6.1.6. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfilment of or compliance with the terms and conditions of this Agreement, conflict with or infringe upon any third party rights or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgement, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which the Supplier is a party, or by which the Supplier or any of the property of the Supplier is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.

6.1.7. Supplier is solely responsible for discharge of all tax liabilities and related compliances sales of all products and services sold on the Application/Web.

## **7.SUPPLIER'S COVENANTS AND UNDERTAKINGS**

7.1. The Supplier covenants and undertakes to the Company that it shall:

- 7.1.1. act in accordance with the Agreement and exercise reasonable skill, care and diligence in the performance of its obligations hereunder;
- 7.1.2. ensure compliance with all Applicable Laws and not infringe upon any third party rights while performing its duties and responsibilities under this Agreement;
- 7.1.3. obtain and maintain all licences, permits and approvals required by the Governmental Authorities for performance of its duties and responsibilities under this Agreement, and furnish proof thereof to the Company, and inform the Company immediately of the expiration, termination, non-renewal, denial or revocation of any such license, permit or approval including (but not limited to) labour laws, health and safety laws, and all other local legislations that may be applicable to the Supplier;
- 7.1.4. shall ensure compliance with the privacy policy, sexual harassment policy, Supplier Guidelines and other internal policies, terms and conditions as may be prescribed by the Company from time to time;
- 7.1.5. exercise its discretion in accordance with industry best practices and for the benefit of the Company and its Affiliates;
- 7.1.6. will observe and conform to all standards of business and shall not act, and shall refrain from acting, in any manner that could harm or tarnish the name, reputation, standing or goodwill of the Company and its Affiliates;
- 7.1.7. not incur any debt, loan or indebtedness in the name of the Company, nor use or imply any authority to use the credit of the Company;
- 7.1.8. undertake all repair, replacement, upgrade or procurement of its own equipment/infrastructural facilities whether owned, leased, licensed or any form having control over by them which are necessary to facilitate the performance of this Agreement, at its own

costs;

7.1.9. for the duration of the Term, not sell any Product to a third Person, or list such Product on the platform of any third Person, at a price lower than the market price of such Product determined by the Company in the manner provided in Clause 2.5; and breach of this clause shall be considered material breach of this Agreement and upon occurrence of such event, the Company shall be entitled to terminate this Agreement in accordance with Clause 9.2 of this Agreement.

7.1.10. bring to the notice of the Company any expiry, modification, or suspension of any such approvals/licences and the initiation of any adverse action by the relevant authority concerned in relation thereto and which may interfere or have an adverse impact on the performance of its obligations under this Agreement.

7.2. The Supplier hereby declares and confirms that the Products are original, legitimate and genuine and are either self-manufactured or procured through legitimate channels, and in compliance with Applicable Law. A declaration of the Supplier is annexed hereto as **Annexure 5**, which declaration shall be executed by the Supplier contemporaneously with the execution of this Agreement. The Supplier further declares that it shall not violate the intellectual property rights of any third Person and shall be solely responsible for any breach or violation of such intellectual property rights.

## 8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1. During the Term, the Supplier hereby grants to the Company and its Affiliates a limited, non-exclusive and non-transferable licence for the use of and to display the Supplier's name, trademarks, brand name, company name, business associates etc., and all intellectual property pertaining to the Products, including any Product details, logos, images, trademarks and brand names in order to perform its obligations under this Agreement.

8.2. The Parties agree that this Agreement will not be deemed by implication or otherwise to grant to the Supplier any right in any trade secrets, trademarks, trade names, know-how, certifications or other intellectual property licensed to the Supplier by the Company or its Affiliates (the "**Intellectual Property**") and all use thereof by Supplier shall inure to the benefit of the Company and its Affiliates, and the Supplier shall not, now or in the future, apply for or contest the validity of any Intellectual Property or apply for or use any term or mark confusingly similar to any Intellectual Property. The Supplier acknowledges that the Company and its Affiliates are the owner of the Intellectual Property and also undertakes not to challenge, directly or indirectly, the rights of the Company or its Affiliates associated with the Intellectual Property or otherwise jeopardise the Company or its Affiliate's rights over the Intellectual Property.

8.3. The Supplier agrees and undertakes that the (i) Intellectual Property; (ii) Data; (iii) identity of the Reseller; (iv) information pertaining to the Products sold to the Reseller; (v) buying history of a Reseller; (vi) software, documentation, hardware equipment devices, tools and (vii) any information concerning the organisation, finance, transactions or affairs of the Company or its Affiliates (whether conveyed in written, oral or in any other form) (collectively the "**Confidential Information**") shall be the exclusive property of the Company and its Affiliates and shall not be disclosed by the Supplier to any third Person or used for any purpose other than to perform the obligations under this Agreement, except as required under Applicable Law or with the prior written consent of the Company or its

Affiliates. All Confidential Information shall only be used in a manner consistent with the intention and the spirit of the Agreement. In the event the ownership of any Confidential Information does not automatically vest in the Company or its Affiliates by virtue of this Agreement, or otherwise, and vests in the Supplier instead, the Supplier hereby transfers and assigns to the Company or its Affiliates, upon the creation thereof, all rights, title and interest the Supplier may have in and to such Confidential Information (and waives any and all moral rights, as applicable), including the right to sue and recover for past, present and future violations thereof.

- 8.4. The Supplier agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform the Supplier's obligations hereunder, who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality that are at least as stringent as those contained herein; or (ii) as required by any Applicable Law, provided that, if legally permitted, the receiving Party shall give the disclosing Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment.
- 8.5. The Supplier acknowledges that the Confidential Information constitutes unique, valuable and special trade secret and business information of the Company and its Affiliates, and that any disclosure thereof (otherwise than as provided for herein) may cause irreparable injury to the Company. Accordingly, the Parties acknowledge and agree that as the breach or threatened breach of Clause 8.3 by the Supplier would result in irreparable damage to the Company or its Affiliates which cannot be adequately compensated by monetary relief alone, and that the Company or its Affiliates shall be entitled to seek injunctive relief from an appropriate court of law.
- 8.6. Upon the Supplier discovering a breach of the confidentiality obligations by its personnel, it shall immediately inform the Company and its Affiliates of the same and take all steps necessary to mitigate such breach of confidentiality.
- 8.7. The provisions of this Clause 8 shall survive the termination of this Agreement.

## **9. TERM AND TERMINATION**

- 9.1. The term of this Agreement (the "**Term**") shall be for a period of three (3) years commencing from the date hereof unless terminated under Clause 9.2 or Clause 9.3. Notwithstanding anything to the contrary contained herein, the Supplier shall not be entitled to terminate this Agreement for a period of one (1) year from the date hereof. After (1) year the supplier may terminate this agreement with a prior written notice of 3 month in advance.
- 9.2. The Company is entitled to terminate this Agreement:
- 9.2.1. By issuing a prior written notice of three (3) Business Days to the Supplier for terminating this Agreement without cause at any time during the Term.
- 9.2.2. Immediately, without any further action or notice requirement (save for intimation to the Supplier of such termination), in the event that:

9.2.3.it comes to the notice of the Company that the Supplier is selling any Product at a price lower than the price displayed on the Application/Web for such Product;

9.2.4.On the commission of a breach by the Supplier of this Agreement, Supplier Guidelines or internal policies of the Company, as the case may be, (including any representation, warranty or covenant hereunder), which breach is not remedied by the Supplier within three (3) Business Days of receiving notice of such breach from the Company;

9.2.5.Misconduct or negligence by the Supplier or its personnel; or

9.2.6.On the occurrence of a Force Majeure Event in accordance with Clause 11; or

9.2.7.the Supplier being ordered to be wound up for any reasons by any court and/or an official liquidator/receiver being appointed with respect to its affairs save and except mergers, amalgamations, acquisitions or other schemes or arrangements in which the Supplier may (directly or indirectly) be a part.

9.3.The Supplier is entitled to terminate this Agreement:

9.3.1.On the commission of any breach by the Company of this Agreement, which breach is not remedied by the Company within thirty (30) Business Days of receiving notice of such breach from the Supplier.

9.4.The termination of this Agreement in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any Party against the others prior to such termination. The Company shall forthwith pay the Supplier all amounts outstanding, in terms of this Agreement.

9.5.The Supplier shall, upon request by the Company at any time, or upon the expiry or the earlier termination of this Agreement, (i) promptly return to the Company, in the format and on the media in use as of the date of the request, all or a portion of the Data, as requested; and (ii) erase or destroy all of the Data remaining in the Supplier's possession after the return set out above

9.6.Parties shall promptly, on a written request made by each party or upon the termination of this Agreement either return any Confidential Information supplied by it and all copies or extracts thereof, or erase or destroy such Confidential Information within a period of seven (7) days of such request. Parties shall certify in writing to each other that it has complied with its obligations under this clause.

## 10.INDEMNITY

10.1.It is understood and agreed between the Parties that Supplier shall be the principal to the contract with the customers including the Resellers and final customers and shall without prejudice to any other right available to the Company under Applicable Law or under this Agreement, the Supplier hereby defends, indemnifies and holds harmless the Company and its directors, officers, agents, and assigns from and against any and all losses, liabilities, damages, deficiencies, demands, claims (including third Person claims), actions, judgments or causes of action, assessments, interests, fines, penalties, diminution in value and other costs or expenses (including, without limitation, amounts paid in settlement, court costs and

all attorneys' fees and out of pocket expenses) directly or indirectly based upon, resulting from, or arising out of, or in relation to or otherwise in respect of:

- 10.1.1.any failure by the Supplier or its personnel to perform or otherwise fulfil any covenant, undertaking or other agreement or obligation contained in this Agreement;
- 10.1.2.any breach of this Agreement by the Supplier or its personnel;
- 10.1.3.any acts, omissions, errors, representations, misrepresentations, misconduct, negligence of the Supplier and/or its personnel in performance of its obligations under this Agreement;
- 10.1.4.any liability arising out of non-compliance of any Supplier Guidelines or other internal policies of the Company;
- 10.1.5.any liability due to any non-compliance of any Applicable Law by the Supplier during the Term;
- 10.1.6.any losses, costs and/or expenses arising from the Supplier's employees from being held to be an employee or worker of the Company;
- 10.1.7.any inaccuracy in, or any breach of, any representation and warranty of the Supplier;
- 10.1.8.negligence or fraud by the Supplier;
- 10.1.9.any liability arising from any third Person claims resulting from any accident or damage caused by the Supplier or its assignees during the course of this Agreement; or
- 10.1.10.any losses, costs and/or expenses caused to the Company by the Supplier' employees or Persons so engaged by the Supplier;
- 10.1.11.any loss, misappropriations, misuse, infringement or damage to the Confidential Information which are in the possession of the Supplier or its personnel or any other persons engaged by the Supplier or within the control of the Supplier;
- 10.1.12.contravention of any Applicable Law;
- 10.1.13.fines, penalties, or punitive damages resulting from supervisory actions against the Supplier and caused by the Supplier, as well as private settlements due to omissions and commissions of the Supplier;
- 10.1.14.any liability arising from a claim from a Reseller, resulting from a deficiency in any Product sold by the Supplier;
- 10.1.15.any third Person infringement action initiated against the Company as a consequence of using the Supplier's intellectual property as provided to the Company under this Agreement or the Supplier's breach of such third party rights; and
- 10.1.16.any infringement of the Intellectual Property by the Supplier or its personnel or Person's

under its control.

- 10.2. Any compensation or indemnity as referred to in Clause 10.1 above shall be such as to place the Company in the same position as it would have been in, had there not been any failure to perform or liability, or breach of any representation and warranty.
- 10.3. The Supplier agrees that notwithstanding anything herein contained, the Company shall not be involved in the day-to-day operations of the Supplier, and further indemnifies the Company against any claims, losses, demands for compensation or any other damages which the Company may suffer, on account of any acts or omissions with respect to or arising from the operation of the Supplier.
- 10.4. The consequences (including but not limited to legal liability, claims, contest and expenses) of any loss or damage caused or delay suffered by a Reseller or a third Person due to negligence or wilful misconduct of any Party will be borne by the defaulting Party. If such consequences are raised against the other Party, the defaulting Party commits to indemnify that Party against any and all such consequences subject to provisions under Clause 10.4.
- 10.5. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.

## 11. FORCE MAJEURE

- 11.1. If the performance of the Company's obligations hereunder is prevented, restricted or interfered with by reason of any pandemic or fire, or other casualty or accident; strike or labour disputes; war or other violence; or any act or condition beyond the reasonable control of the Company (each a "**Force Majeure Event**"), then the Company shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the Company shall give prompt notice within a period of three (3) Business Days from the date of occurrence of the Force Majeure Event and providing a description to the Supplier of such Force Majeure Event in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure Event and the likely duration of the impact or delay cause by the Force Majeure Event; and provided further that the Company shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.
- 11.2. If the Company's performance of its obligations under this Agreement is suspended due to the occurrence of a Force Majeure Event for a period in excess of thirty (30) Business Days, the Company may terminate this Agreement without incurring any charges.

## 12. NOTICES

- 12.1. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if sent electronically, by registered or certified mail, return receipt requested or postage prepaid and addressed to the intended recipient as set forth below:

**In the case of notices to the Company:**

Address: Femica India Private Limited ,  
3rd Floor, Times Square Building,  
Sushant Lok I, Gurgaon,  
Haryana 122009, India

Attn.: Mr. Ashutosh Kumar

E-mail: [ashutosh@growthjockey.com](mailto:ashutosh@growthjockey.com)

**In the case of notices to the Supplier:**

The details are given in Annexure 1

12.2. Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than ten (10) days' prior written notice.

**13. RESTRICTIVE COVENANTS**

13.1. The Supplier shall not at any time during the Term, and for a period of three (3) years from the termination or expiry of this Agreement, either on the Company's account or in connection with or on behalf of any other Person, firm or company in competition with the Company:

13.1.1. canvass or solicit for direct or indirect employment or engagement or employ or engage any of the Company's employees or proceed with any approach made by or on behalf of the Company's employees;

13.1.2. solicit or encourage the Company's employees to leave employment or engagement with the Company, nor recommend any of the Company's employees to any Person that might result in the Company's employees leaving his/her employment or engagement with the Company;

13.1.3. solicit, either directly or indirectly or attempt to entice away any Reseller or prospective Reseller of the Company, or provide work or services of any kind which is the same as or similar to the Application/Web or Services provided or intended to be provided to the Reseller or prospective Reseller under this Agreement; or

13.1.4. solicit, either directly or indirectly, any Reseller or prospective Reseller to refrain from using the Company's services, whether by using the services of the Supplier or any other Person.

13.2. During the Term of this Agreement, the Supplier shall not be engaged or be concerned or be interested in any business, affairs or activities of any Person, including the Competitor Companies directly or indirectly, other than the Company or its Affiliates, including individuals, firms, bodies corporate or any other undertaking which is in any way directly or indirectly in competition with the Company.

## **14. LIMITATION OF LIABILITY**

- 14.1. The total liability of the Company hereunder for any single event or a series of events constituting a breach of the Agreement or any default hereunder shall not exceed, under any circumstances, one hundred per cent (100%) of the Commission and Services Fees paid or payable to the Company over the immediately preceding three (3) month period.
- 14.2. The Company shall not be liable to the Supplier for any indirect or consequential loss or damage, including, without limitation, any loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1. This Agreement shall be governed by the laws of India and the courts of Gurgaon, Harayan shall have exclusive jurisdiction to try all disputes between the Parties pursuant to this Agreement. Further, each Party shall comply with all applicable state or local laws, regulations, or ordinances in effect or hereafter governing the terms of this Agreement.
- 15.2. In case of any dispute, the Parties shall initially try to find an amicable solution. If the Parties are unable to agree on an amicable solution within 15 (fifteen) days of receipt by one Party of written notice from the other Party, then such disputes arising out of or in connection with this Agreement shall be settled exclusively and finally through arbitration process by appointing the sole arbitrator as mutually agreed. If the sole arbitrator is not appointed mutually within 15 days, then a panel of three arbitrators will be appointed. Each Party shall appoint one arbitrator.
- 15.3. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendments (“Rules”), language of the arbitration shall be English, and the Arbitration shall take place in Gurgaon. The arbitration award delivered by the tribunal shall be final and binding on both Parties. Each Party shall bear its own costs relating to such arbitration, and the Parties shall equally share the arbitrator’s fees. The award rendered may be entered and enforced in any court having jurisdiction at Gurgaon. This arbitration clause shall be severable and may be enforced independently. During the dispute resolution in accordance with this provision, the payments shall not be delayed for any reason for the Services availed or continue to be available during such dispute.

## **16. MISCELLANEOUS**

### **16.1. Independent Contractor**

The Parties are independent contractors to each other and nothing contained herein shall be deemed to construe either Party to be the employee, agent, servant, partner, joint venture partner, subsidiary, Affiliate or group company of the other Party. Neither Party shall have authority to act on behalf of the other in any manner or to create any obligation or debt that would be binding upon the other. Neither Party shall be responsible for any obligations nor the expenses of the other except as expressly authorised to be incurred in the performance of this Agreement.



## **16.2. Entire Agreement**

This Agreement along with the Annexures hereto shall constitute the entire Agreement and understanding of the Parties with respect to its subject matter and shall supersede all prior representations, promises, communications, understandings or agreements, both written and oral, with respect to such subject matter. None of the Parties shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or therein.

## **16.3. Counterparts**

This Agreement shall be executed in two (2) counterparts, one (1) each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

## **16.4. Waiver**

No failure or delay by any Party hereto in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or a waiver of any other rights, powers or remedies, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of any such right, power, or remedy or the exercise of any other right, power or remedy; no waiver by either Party shall be effective unless it is given in writing by a duly authorised representative of such Party.

## **16.5. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

## **16.6. Amendment**

Any amendment to this Agreement shall be effective only if made in writing and signed by both Parties.

## **16.7. Independent and Cumulative Rights**

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to such Parties, and the exercise or non exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or Applicable Law. Each of the representations and warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other representation and warranties or any other term of this Agreement. The election of any one or more remedies by the Company hereto shall not constitute a waiver of the Company's right to pursue any other available remedy or remedies



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of date given in Annexure 1

**ANNEXURE 1 (this will be the form filled up)**

**SUPPLIER DETAILS AND PRODUCT CATEGORY**

<b>Name of Company</b>	
<b>Brand Name</b>	
<b>GSTIN Number</b>	
<b>PAN Number</b>	
<b>CIN Number</b>	
<b>Email</b>	
<b>Point of Contact 1 Name</b>	
<b>Point of Contact 1 Mob</b>	
<b>Point of Contact 2 Name</b>	
<b>Point of Contact 2 Mob</b>	
<b>Bank Account No</b>	
<b>IFSC Code</b>	
<b>Bank Account name</b>	
<b>Bank Name</b>	
<b>Company type (Wholesaler/ Manufacturer/ both)</b>	
<b>Product Category</b>	
<b>Plan Selected (Enterprise / Growth / Basic)</b>	

**ANNEXURE 2**  
**DESCRIPTION OF SERVICES**

1. The Company shall provide the Supplier with listing services for listing of the products on the Application/Web.
2. The Company shall provide the Supplier with a Seller panel to add new products, update their description, HSN code, GST rate, inventory, fulfil their orders, check for payments, view sales reports, etc.
3. The Company shall provide marketing services to the Supplier for their products.
4. The Company shall provide payment collection services to the Supplier.

## **ANNEXURE-3**

### **SUPPLIER GUIDELINES**

#### **1. PRICING GUIDELINES**

- 1.1. The Supplier agrees to quote the best Retail price or transfer price (inclusive of all applicable taxes) of the Products to be displayed on the Application/Web.
- 1.2. The Supplier authorises the Company in the capacity of a marketing agent to discover & intimate the prevailing market price for its products. Fixation of sale prices shall be at the sole discretion of the Supplier and it shall be communicated to the Company. The Company shall act as a “Pure Agent” of the Supplier, under Applicable Law, and shall have no role in fixation of the sale price of the products on the Application/Web.
- 1.3. The Supplier shall have the right to withdraw a particular Product from the Application/Web if there is a dispute as to the price of that particular Product. All such withdrawals will take effect within twelve (12) to twenty four (24) hours from written notification to the Company.

#### **2. STOCKING GUIDELINES**

- 2.1. The Company and the Supplier shall determine an estimated quantity of pieces to be stocked as against each Product listed on the Application/Web, based on the expected sales. The Supplier shall ensure that such number of Products shall be reserved for the Company at all times.

#### **3. BRAND NAME AND MRP TAG VISIBILITY**

- 3.1. The Supplier agrees to package the Products in a plain bag/ Own branded bag not a third party branded bag, which shall not contain any details of the other company’s name.
- 3.2. The Supplier is not allowed to contact the customer or Reseller directly. In case of any confusion, please get in touch with a dedicated Account Manager Assigned from the company.
- 3.3. Breach of any of the above requirements can result in a penalty of upto Rs.1,000 and permanent deactivation.

#### **4. LOGISTICS GUIDELINES**

- 4.1. In case the supplier performs the logistics or delivers services, hence, the supplier has the sole responsibility of product delivery within SLA. The Supplier will ship / post the products directly to the delivery address as provided by the Company. Products are shipped by the Supplier through their shipping/courier agency, and the Supplier shall be responsible for all damages.
- 4.2. On receipt of any Order, the Supplier shall ensure that the Orders are shipped within a period of two (2) Business Days from receiving the order, unless anything to the contrary is agreed to between the Supplier, Company or the Reseller in the respective Order in advance and provide complete delivery timelines to customer/resellers.

## **5. INVOICING OF RESELLER AND SUPPLIER FEE**

- 5.1. The Supplier shall generate a Tax Invoice with respect to the sale of its products on the Application/Web as against the corresponding Reseller/customer. The Supplier shall provide the Company with a copy of such invoice.
- 5.2. Alternatively, the Supplier can request the Company to raise the tax invoice based on the HSN code / GST rate provided by it.
- 5.3. The Company shall collect the product value from the Reseller, on behalf of the Supplier, and the Company shall transfer such amount/(s), subject to the deduction of the Commission or Service Fee within Order Delivered date + 15 days

## **6. RETURN, REPAIR, REPLACEMENT AND CANCELLATION POLICIES**

- 6.1. The Supplier shall be responsible for determining a return and exchange policy for their Products. In the event of any dispute between the Supplier and a Reseller/Customer, the Company reserves the right to determine if such Product falls under the Supplier's return and exchange policy. The Company's decision in this regard shall be final and binding.
- 6.2. The Supplier shall issue a suitably, duly stamped manufacturer's warranty card (if applicable) to the Reseller/Customer with the Product at the time of dispatch of the Products. If any Products are found defective by the Reseller, the Supplier shall ensure repair, replacement of such Product, or refund of the corresponding product value, as per the Supplier's return policy.
- 6.3 In the event of any return/exchange of the Products, the Supplier shall bear all costs and charges, including any logistics charges, incurred in this regard. The return logistics charges will be as per the weight slabs. All returns of the Products shall be returned to the Supplier shipping address only.
- 6.3. In case the Supplier fails to make the Product ready for dispatch within the time stipulated or if the Order gets cancelled due to reasons stated under this clause, the Company will be entitled to penalise the Supplier.

## **7. THIRD PARTY RIGHTS**

- 7.1. The Supplier's Products and the images shall not infringe upon any third party's rights, including without limitation, such party's intellectual property rights.

## **8. QUALITY - COMPLIANCE AND PENALTY**

- 8.1. In case of any wrong returns or exchange disputes, the Supplier needs to intimate the Company at [wecare@femica.com](mailto:wecare@femica.com) within 48 hours of receipt of the product along with wrong product images and order id, else it will not be considered.
- 8.2. In case of RTO, the Supplier will not be charged by the Company for any provision only if the Supplier has dispatched the products within SLA. If the Supplier has

dispatched it out of SLA, then the Supplier will have to bear the penalties as defined.

- 8.3. Supplier’s account will be temporarily or permanently deactivated, or the visibility of products will be reduced based on the average ratings of the catalogues.
- 8.4. In case the Supplier’s account gets deactivated, the Supplier will need to submit a plan of action explaining how the Supplier will fix quality issues. The plan of action can be emailed on [support@femica.com](mailto:support@femica.com). Thereafter, the Company will evaluate this plan of action and on the basis of its discretion decide to reactivate the account, but with extremely reduced visibility on the Application/Web.

## 9. ORDER FULFILMENT - COMPLIANCE AND PENALTY

### 9.1. Average Dispatch Time

- 9.1.1. All orders should be dispatched within 1-1.5 business days of receiving the same
- 9.1.2. An average dispatch time  $\geq$  1.5 days will result in reduced visibility on the app/Web and reduced order volume

### 9.2. Dispatch SLA Adherence

- 9.2.1. Default dispatch SLA for all Suppliers is 2 business days, unless otherwise specified by Supplier while listing the product.
- 9.2.2. Any delay beyond the SLA provided by Supplier will count towards supplier Late Dispatch Rate (LDR), and will result in reduced visibility on the Application/Web, thereby reducing Supplier sales.
- 9.2.3. To avoid pick-ups or delayed scanning issues, it’s advised suppliers to manifest the orders at least 1 day before the SLA, and before 11 AM.
- 9.2.4. In case of pick-up or delayed scanning issues, suppliers need to mail us at [support@femica.com](mailto:support@femica.com) before 12 noon the next day with the list of Order IDs along with a signed manifest(in case of a delayed scanning issue).
- 9.2.5. Any Order that hasn’t been shipped till 3 business days after the SLA will be auto-cancelled and will incur the penalty of 5% of the product value per day (from order date).
- 9.2.6. In order to avoid cancellation penalties, it is advised to the Supplier to provide the correct SLA at the time of listing the products.

### 9.3. Order Cancellation

- 9.3.1. Cancellation of orders incurs a penalty as per the following cases:

Cancellation Type	Penalty Amount
Auto Cancellation by Company because of delayed shipping in case of SLA breach of 3 days	*5% of the product value from the order date to cancel date and maximum amount will be Rs.150 pre-GST.
Supplier Cancellation in case of the product not available	

Cancellation by reseller in case of any SLA breach	5% of the product amount from the order date to the cancellation date and maximum amount will be Rs. 150 pre-GST.
RTO SLA Breach	RTO reverse shipping fees as per the weight slab.

- 9.3.2. These penalties are applicable on fresh as well as exchange Orders, whenever the Order is cancelled.
- 9.3.3. The purpose of the penalty is to protect the Company and its Resellers, who lose business whenever an Order is cancelled because of cancellation because of delayed shipping.
- 9.3.4. Supplier will be able to check the penalties details in the payments section of their Supplier panel.

## 10. DEACTIVATION AND REACTIVATION PROCESS

- 10.1. Over and above these penalties, the Company can also deactivate suppliers (temporarily or permanently) in case of continuous performance breach for any of the above metrics.
- 10.2. Company can reactivate the supplier in case the supplier provide a concrete plan of action on performance improvement
- 10.3. Once reactivated, the supplier will be under review for 2 weeks and the following will be applicable:
  - 10.3.1. Low visibility for the first two weeks

## 11. PENALTIES

- 11.1. The Supplier is penalised for missed orders according to the company policies, which will be shared with the Supplier from time to time.
- 11.2. Any penalty payable by the Supplier hereunder shall be paid within seven (7) days of notification of such penalty.
- 11.3. The Company shall have the right to withdraw a particular Product(s) from the Application/Web in the event of -
  - 11.3.1. any dispute as to the price of the Product(s);
  - 11.3.2. any manufacturing defects;
  - 11.3.3. incorrect Product details; or
  - 11.3.4. any issues with the quality of the Product(s)

All such withdrawals will take effect within seven (7) hours from notification to the Supplier.

## ANNEXURE 4

### COMMISSION AND SERVICE FEES

#### PART A & PART B

#### Commission & Service Fee

The Company shall charge **25%+ 5% (Platform Fee)** (exclusive of taxes) on actual of the Sale Value of the products sold through the Application/Web. This is subject to change with prior intimation based on mutual agreement. Supplier assigns a minimum budget of 20% as consumers offer or ensure a price parity across all ecommerce marketplace for aggressive reach and growth for the brand.



**ANNEXURE 5**  
**DECLARATION**

**To whomsoever it may Concern**

The **Supplier** hereby declares and confirms that it has the requisite permission to deal in the products represented through the brands mentioned in Annexure 1. It has procured the authentic, original and genuine products from legitimate channels and has the right to enter into this agreement with Femica India Private Limited (the “**Company**”), allowing it and/or its agents and marketing partners, to arrange the display with an objective to sell and distribute the products to Resellers/Customers. The Supplier hereby declares and confirms that in the fulfilment of its obligations under the Supplier Service Agreement, it will not infringe any intellectual property rights of the Company or any other third Person.

This will go just above “I Agree”