

MLAXI (an online offline B2B, B2C, direct retail network) SUPPLIER AGREEMENT

MOU

This Memorandum of Understanding is entered at Uluberia, West-Bengal on ____ day of _____ 2020 and shall be effective from _____ ("Effective Date")

This MOU is being executed electronically and each Party recognizes that the same is validly executed under the Information Technology Act, 2000 and shall form a binding agreement between the Parties and no Party shall claim invalidity of this MOU merely on the grounds that this MOU is being executed electronically. For the aforementioned purposes, the Parties hereby agree that this MOU is being concluded and executed in Uluberia West-Bengal.

This Supplier Agreement (herein referred to as Agreement) is made by and between:

Mlaxi, an online offline B2B, B2C, direct retail network having its registered office at Belkulai, Howrah, W.B, India - 711322, owning and operating website and mobile applications on "mlaxi.com" and many online ecommerce offline city wise retail shop channel partner (hereinafter referred to as the "Mlaxi")

AND

The person (sole proprietor/company/partnership firm/limited liability partnership firm) who is accepting the terms and conditions of this MOU either himself or through a duly authorized signatory and who is legally allowed to do business in India (hereinafter referred to as the "the Supplier")

("Mlaxi" and "Supplier" are hereinafter individually referred to as a "Party" and collectively as "Parties".) WHEREAS: Mlaxi an online offline B2B, B2C, direct retail network operates the website located at the URL <https://mlaxi.com> and 'Mlaxi App' mobile application, and rides on the URL <https://mlaxi.com> and 'Mlaxi App' mobile application (collectively referred to as "Platform") which acts as an online platform facilitating different Supplier to sell their Products to Mlaxi;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS: - Unless repugnant to the Context or meaning thereof, the capitalized terms defined herein shall have the following meaning:

1.1. "Acceptance" shall mean execution of this Agreement by the Supplier or acceptance of this Agreement whether electronically or digitally, by which action the Supplier expressly accepts and agrees to be bound by the terms and conditions of this Agreement.

1.2. "Agreement" shall mean this Agreement in its entirety, including all content which is referenced and/or hyperlinked in this Agreement.

1.3. "Buyer"/ "Customer"/"User" shall mean any user of the Platform who purchases any Product and/or Services of the Supplier through the Platform.

1.4. "Catalogue" shall mean details relevant to the sale / purchase of the Products, including the Supplier 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 as provided by the Supplier.

1.5. "Courier Fees" shall mean the fees payable by buyer to Mlaxi for availing of the courier services through Mlaxi Courier Partner(s) and shall mean the courier fees as may be provided from time to time in the Commercial Term Segment.

1.6. "Courier Partner" shall mean the courier companies with whom Mlaxi has partnered, to enable the Suppliers to avail their logistic services for couriership / delivering the purchased Products to the Buyers.

1.7. "Catalogue Data" Shall mean any and all the catalogue data or information including but not limited to price, image etc. in the format mutually agreed by the parties in relation to the product provided by Merchant to Mlaxi.

1.8. "Catalogue management": Catalogue management shall mean managing the content on the website which is primarily done using tools like the Content Tool (a module that has been developed to upload / manage product information on the website). The catalogue is uploaded using this tool and any subsequent product or content uploads or modifications are managed using this tool as well.

1.9. "Invoice" shall mean the invoice as may be raised by the Mlaxi on the purchase of a Supplier's Product and /or Services by a Buyer, through the Platform.

1.10. "Supplier Dashboard" shall mean a web page / account on the Platform provided by Mlaxi to the Supplier with a unique login id and password to post Products on the Platform.

1.11. "Supplier Price" shall mean: The selling Price of supplier's product to Mlaxi.

1.12. "Transaction" shall mean a bipartite transaction for the sale by the Supplier and Mlaxi for purchase of Products and/or Services through the Platform.

1.13. " Mlaxi Banner or Hodding" shall mean Mlaxi will provide its banner, hodding etc. to the Supplier to place at Supplier's physical Store.

2. SUPPLIER REGISTRATION

2.1. Use of this Platform for the Sale of Products is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872 and has completed the registration process and provided relevant details as required by Mlaxi. Supplier who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of 18 years, you shall not register as a supplier on the Platform, transact or use the Platform.

2.2. Supplier also represent that the Supplier has provided to Mlaxi, Supplier information such as name, address i.e. address of registered office and principal place of business, contact details, email address, mobile / Land line No, bank account details, PAN No, Harmonized System Nomenclature Code/Service Accounting Code and other necessary compliance related details through the Supplier Registration Form and that such information is true and correct as on date and the Supplier undertakes to keep the same updated at all times during the subsistence of this Agreement. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the terms of usage, we shall have the right to suspend or terminate your account on the Platform or indefinitely block you from accessing the Platform.

2.3. Supplier will be responsible for maintaining the confidentiality of the Supplier Dashboard and the information provided therein, and shall be fully responsible for all activities that occur under Supplier's Supplier Dashboard. Supplier shall neither disclose nor part with the Supplier Dashboard Page credentials to anyone including any third party aggregators for the purpose of managing Supplier's inventory and fulfilling Supplier orders. Supplier agree to (a) immediately notify Mlaxi of any unauthorized use of Supplier's account information or any other breach of security, and (b) ensure to log out from the Supplier Dashboard at the end of each session. Mlaxi cannot and will not be liable for any loss or damage arising from Supplier's failure to comply with this Section. Supplier shall be solely responsible for any losses, damages as may be incurred by or any other user of, or visitor to, the Platform due to authorized or unauthorized use of Supplier Dashboard as a result of Supplier's failure in keeping the Supplier Dashboard and the account information secure, absolute, correct and confidential.

2.4. Supplier agrees and undertakes that Supplier shall access Supplier Dashboard of Mlaxi only from the website having url: <https://mlaxi.com/seller> and shall not access the Supplier Dashboard of Mlaxi through the website of any third party aggregators by sharing the Supplier Dashboard credentials given to the Supplier by Mlaxi. 2.5. Supplier agrees that as a registered Supplier of the Platform, Supplier shall not transfer / sell / trade the Supplier Dashboard to any other person or entity. 2.6. Mlaxi reserves the right to determine the Suppliers who may sell on the Platform. Mlaxi also reserves the right to suspend access to registered Suppliers to the Platform and the Supplier Dashboard, or to terminate such access granted under this Agreement, without assigning any reasons thereto. Mlaxi also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Platform.

3. SUPPLIER OBLIGATIONS – A. For SALE AND DELIVERY OF THE PRODUCT

3.1. Supplier shall upload the Product listings for the sale of the Products in the appropriate category through the Supplier Dashboard. Supplier shall also be required to provide all Catalogue details along with the supplier Price and confirms and acknowledges that such Catalogue details shall be in compliance with all applicable laws including but not limited to the Legal Metrology Act.

3.2. Supplier represents and undertakes that Supplier shall provide accurate and complete Product information on the Supplier Dashboard. The Supplier further undertakes that the product description as displayed on Supplier Dashboard or Platform shall not be misleading or in violation of any legal provision and shall describe the actual condition of the Product. If the sold or supplied Product does not match the Product description displayed on the Platform, Supplier undertakes that he shall be liable for all the consequences thereof including the legal consequences and agrees to refund any amounts that Supplier may have received from Mlaxi.

3.3. Supplier 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. However Mlaxi may from time to time as may be applicable provide for any product not allowed to be sold through Platform (Annexure 1) in addition to the category of product prohibited for sale in India under any law for the time being in force. Mlaxi shall be entitled to block all such products and shall also have the right to suspend or terminate the Supplier's access to the Supplier Dashboard and the Platform and/or terminate this Agreement forthwith.

3.4. Mlaxi shall provide the necessary backend infrastructure for capturing the Buyer/order details placed on Supplier. Orders placed by the Buyer will be forwarded to Supplier/reflected in the Supplier Dashboard. Supplier shall package the Product(s) in accordance with the applicable packaging guidelines including if any issued by Mlaxi from time to time and dispatch the Product(s) to the Buyer.

3.5. Supplier shall ensure that the purchased Product is dispatched to the Buyer, 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.

3.6. Issuing correct and complete Invoice which is generate by Mlaxi Supplier just print that Invoice and sent to the Buyer along with the Product.

3.7. The Supplier shall ensure that all descriptions, disclosures, advertisements, packaging and labelling ("Product Description") of the Products are in accordance with provisions of all applicable laws & Rules, including but not limited to, the Food Safety and Standards Act, 2006 and /or the Legal Metrology Act, 2009 and /or the Drugs and Cosmetics Act, 1940 & the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1945 (as may be applicable), notifications issued and the regulations and rules made thereunder for listing, distributing, marketing, offering and exposing for sale and selling the Products on the Platform. The Supplier confirms that all such Product Descriptions will continue to be in compliance with all applicable laws & Rules for so long as the Agreement subsists between the Supplier and Mlaxi. The Supplier undertakes that he has all requisite licenses, approvals, permits and permissions ("Permits") under the Food Safety and Standards Act, 2006 and/or Drugs and Cosmetics Act, 1940 (as may be applicable), notifications issued and the regulations and rules made thereunder and all other applicable laws for listing, distributing, marketing, offering and exposing for sale and selling the Products on the Platform. The Supplier confirms that all such Permits will continue in force for so long as the Agreement subsists between the Supplier and Mlaxi. The Supplier has conducted adequate due diligence and verified that the manufacturer, wholesaler, distributor of the Product has all requisite licenses, approvals, permits and permissions under the Food Safety and Standards Act, 2006 and/or Drugs and Cosmetics Act, 1940 (as may be applicable), notifications issued and the regulations and rules made thereunder for the Products.

The Supplier confirms that the Supplier shall continue to ensure that all Products displayed on Supplier Dashboard/Platform and sold by the Supplier have been manufactured, sold, distributed, stocked in accordance with all applicable laws. Whereas, the responsibility towards correctness of declarations about the products on Supplier Dashboard/Platform shall lie with the Supplier, Mlaxi and its partners shall have the right to check and verify Product related details like Supplier price, Expiry/Best Before date, Batch No., Country of Origin, size, weight etc. (as required) to ensure Supplier's compliance of all applicable laws and Mlaxi shall have the right to take necessary action against the Supplier in cases of non-compliance and may disable product from Supplier Dashboard/Platform on receipt of knowledge / information of any non - compliance any law or rules.

B. RETURN OR NON-DELIVERY OF PRODUCTS

3.8. Return or non-delivery of the Product for the Supplier fault : Where the Product has not been delivered or has been returned due to any reason or fault attributable to Supplier, then Mlaxi shall on behalf of the Supplier refund to the Buyer the Selling Price paid by the Buyer to purchase the Product and Supplier shall be liable to pay Mlaxi and Mlaxi shall be entitled to recover from Supplier Courier Charges, Payment Collection Fees, for that Product.

3.9. Return or non-delivery of the Product for the other any reason : Where the Product has not been delivered or has been returned due to any reason which is not attributable to the Supplier, then Mlaxi shall on behalf of the Supplier refund to the Buyer (as per return policy), the Selling Price paid by the Buyer to purchase the Product and shall cause the Product to be returned to the Supplier. Upon confirmation of return of Product back to Supplier in appropriate condition, Mlaxi shall not recover any processing fees from the Supplier for that Product.

3.10. Supplier agree and acknowledge that Mlaxi shall be entitled to recover or adjust any outstanding amount due and payable by Supplier to Mlaxi under this Agreement from any Supplier Proceeds payable to Supplier and Supplier undertakes not to object to such recovery or adjustment.

C. GENERAL OBLIGATIONS OF THE SUPPLIER

3.11. Supplier shall maintain records of all the Products purchased by Mlaxi through the Platform, all returns, refunds, etc., as may be required for audit and regulatory purposes.

3.12. Supplier 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.

D.OBLIGATIONS OF THE SUPPLIER ON MALPRACTICE

3.13. Supplier confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished, non-compliant or previously owned Products through the Platform will cause great prejudice and harm to the reputation and goodwill of Mlaxi and may also cause harm and prejudice to the Buyers. Supplier acknowledges and warrants that Supplier shall not sell any Product which may cause prejudice or harm to the reputation and goodwill of Mlaxi. Mlaxi reserves the right to remove/block any such listings of Products including without limitation of termination of this Agreement and impose and deduct from the outstanding payments of the Supplier without prior consent of the Supplier or recover damages from the Supplier if the Supplier is found to be

involved in any malpractice. The Supplier acknowledges that Mlaxi shall impose, deduct or recover Rs. 1 Crores (Rupees One Crores only) or annual Marketplace GMV whichever is higher, as damages from Supplier and terminate the Agreement forthwith without assigning any reason if the Supplier is found to be indulged / involved in any malpractice. Mlaxi reserves the right to adjust the above amount from any amount accrued to Supplier pursuant to this Agreement.

3.14. Supplier undertakes and agrees that product Catalogue listing details on Platform shall be true, correct, and duly authorized and shall not be misleading, fraudulent, false, unauthorized, illegal and shall not contain any misrepresentation of facts to induce users to order the Supplier's Products listed on Platform. If the Supplier is found to be involved in any such misrepresentation or illegal activity or malpractices, the Supplier acknowledges that Mlaxi reserves its right to terminate this Agreement immediately and claim damages to the extent of Rs. 1 Crores (Rupees One Crores only) apart from making Supplier liable for criminal prosecution if any.

3.15. Supplier undertakes and agrees to dispatch and deliver only those genuine and original products that were ordered by the Buyer through the Platform and not to dispatch empty box or any other product of lesser value or any other material which is not ordered. If Supplier is found to be involved dispatching or delivering empty box or any other product of lesser value or any other material which is not ordered by the Buyer thereby resulting in loss of reputation or goodwill, the same shall be regarded as gross violation of the terms and conditions of this Agreement and Supplier acknowledges that Mlaxi reserves its right to take recourse to such legal actions and remedies as may be available to it including but not limited to as contemplated under sub-clause 3.13 and 3.14.

3.16. Supplier undertakes and confirms that it deals only in original, legitimate and genuine Products and in which it owns rights, which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements. Supplier further undertakes that it shall not sell fake/spurious/non authentic products on the Platform. If the Supplier is found to be selling fake/spurious/non - authentic products, the same shall amount to gross violation under this Agreement and the Supplier acknowledges that Mlaxi reserves its right to take action as contemplated under sub-clause 3.13 and 3.14 and direct Supplier to forthwith disable such product from Mlaxi Platform and the Supplier agrees to abide by such direction and advise of Mlaxi and Supplier would be liable to face further consequences if any thereof. For the purpose of this Agreement, fake/spurious/non authentic products shall mean and include but not limited to the following:-

- a) If the product received by the User is different from that shown/displayed in the image uploaded on the Platform by the Supplier
- b) If the Supplier is not authorized to sell a product which may either be branded /non branded
- c) If a Supplier commits a warranty for a product on Platform which it is not authorized to provide
- d) If the Supplier interchanges warranties between Supplier and brand/Manufacturer/Service Provider as may be applicable
- e) If the Supplier tampers with Maximum Retail Price (MRP) label of the product, uses outdated packages, makes false representation as to price, date and quality and tampers with any packaging as mandated by Legal Metrology Act and all other applicable laws.

3.17. Supplier undertakes and confirms that while listing the inventory of the Product, the Supplier has physical possession and owns such quantity of product as listed on Mlaxi and further undertakes to fulfill the orders placed by the buyer promptly. In the event of delay in shipment/delivery of Product or Supplier cancellation of orders due to non-availability of Product, the Supplier acknowledges that Mlaxi reserves its right to take action as contemplated under sub-clause 3.13 and 3.14.

3.18. Supplier acknowledges that Mlaxi has the right to cap the maximum quantity of Product that the Supplier may list in Platform in order to control the maximum number of order Supplier can receive and deliver the orders on time.

3.19. Supplier confirms that Supplier shall not create multiple accounts with Mlaxi which may lead to misrepresentation of identity of the account holders of those accounts. Supplier may also not create multiple IDs under the category of user/Buyer wherein the identities of those User/Buyer accounts do not represent the Supplier. Supplier is in gross violation of the Agreement if he holds multiple User/Buyer or Supplier accounts.

4. PAYMENT TERMS

4.1. Supplier shall quote the best, lowest and competitive Selling Price (Supplier Price) for Mlaxi for each product.

4.2. Mlaxi shall release the payment of the Supplier Proceeds to the Supplier within seven days from date of confirmation of delivery of Product to the Buyer.

4.3. Supplier agrees that Mlaxi shall, at all times, have the right and option to deduct / adjust any payments due to, or from, Supplier in one transaction, against any payments due to, or from, Supplier in other or previous transactions. Further, Mlaxi shall have the right to hold Supplier's payout for any suspicious sale/transactions done by the Supplier.

4.4. As Mlaxi is providing ecommerce services from its Belkulai, Howrah office, place of invoicing shall be Belkulai, Howrah. However, Mlaxi reserves the right to raise invoices from any other office located in different State/UT as per its GST registration as applicable in view of the transaction.

4.5. It shall be the responsibility of the Supplier to provide correct Harmonized System Nomenclature Code/Service Accounting Code to Mlaxi, at the time of listing its Products on the Platform, for the purpose of invoicing.

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

5.1. Supplier will offer standard manufacturer's or Supplier's warranty actually associated with the Products. However, the Supplier agrees that repair, replacement or 100% (one hundred percent) refund of money will be given to the Mlaxi against any manufacturing defect or damage reported by the Buyer. Supplier shall be solely responsible to 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.

5.2. The Parties also agree and acknowledge that the primary and sole responsibility for redressal of the Buyer's complaints will rest solely with Supplier at all times. The Supplier shall furnish requisite information/details/clarification within 3 (Three) working days from the time of receipt of the complaint/query/notification from Buyer/Mlaxi, upon failure of which, Supplier shall be deemed to be at fault and Mlaxi shall be entitled to adjust/deduct/recover amount as applicable.

5.3. The Supplier undertakes to bear all logistics cost with respect to return/reverse orders and also acknowledges that Reverse Logistics Cost as stated in Commercial terms.

5.4. Supplier undertakes to accept all the return shipments irrespective of condition of the shipment and any dispute with respect to the condition of the shipment shall be settled only after acceptance of the shipment by Supplier. If the shipment is not accepted by Supplier, no dispute related to returns shall be entertained by Mlaxi.

6. INTELLECTUAL PROPERTY RIGHTS

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. Supplier recognizes and confirms that Mlaxi has the exclusive right to supervise, allow and reject the contents of the Platform. Mlaxi shall not be liable for contents and images shared, uploaded or displayed on the Platform by the Supplier regarding the Supplier's Products and all consequent liability will be borne by the Supplier only

7. ANTI BRIBERY AND ANTI CORRUPTION POLICY AND INTERESTED PARTY DISCLOSURE

The Parties agree to conduct all their dealings in a very ethical manner and with the highest business standards. The Supplier 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 Mlaxi or any other third parties for the purpose of this Agreement. Any instances of such violations will be viewed in a serious manner and Mlaxi reserves the right to take all appropriate actions or remedies as may be required under the circumstances. The Supplier will provide all possible assistance to Mlaxi in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the Supplier.

8. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

8.1 Term: Agreement shall come into force on the Effective Date and shall continue unless terminated as per terms of this Agreement.

8.2 This Agreement may be terminated by Mlaxi, with immediate effect:

a) if Supplier is in breach of any of its obligations, gross violation of terms, found to be involved into any malpractice as explained herein above, found in breach of representations or warranties, or any other material terms as contained in this Agreement and/or any of the Mlaxi Policies;

b) if a petition for relief under any bankruptcy or insolvency is filed by or against Supplier or Supplier makes an assignment for the benefit of the creditors, or a receiver or an administrative receiver or administrator is appointed.

8.3 Mlaxi also has the right to suspend Supplier's access to the Supplier Dashboard (instead of terminating the Agreement) for any period of time (during which time period Supplier shall not be permitted to sell Supplier's Products on the Platform) on the occurrence of any of the termination triggers specified or without any reason.

8.4 Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon in writing advance notice of thirty (30) days to other Party.

9. GENERAL TERMS

9.1. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION: This Agreement and any disputes arising hereunder shall be determined in accordance with the laws of India. 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 courts of Uluberia, West-Bengal, India, shall have exclusive jurisdiction in connection with this Agreement.

9.2. 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 Mlaxi, and any other information, whether oral or in writing, received or to be received by Supplier 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

9.3. FORCE MAJEURE: No Party shall be liable for failure to perform its obligations due to Force Majeure circumstances including but not limited to floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Parties ("Force Majeure Event").

9.4. NOTICES: to be served by email or post to the addresses as stated above.

9.5. ASSIGNMENT: Supplier shall not have the right to assign this Agreement without the prior written consent of Mlaxi. Mlaxi shall always retain the right to assign the services provided by it under this Agreement for such remaining period of the Agreement, to any of its chosen subsidiaries, affiliates, associates and there would be no new agreement between the new acquirer and Supplier for the services provided by Mlaxi under this Agreement. Mlaxi shall however intimate the same to the Supplier either through a notice on Platform, by email or send a written notice of the above to Supplier.. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.

9.6. MODIFICATION: Shall be effective or binding if agreed in writing by authorized representatives.

9.7. EXCLUSIVITY: Supplier agrees that Product sold by them will be launched exclusively at Platform and shall exclusively be available at Platform for a period of 3 months from launch of Supplier's product. Upon expiry of the period of exclusivity, both the parties may at their sole discretion mutually agree on extension of such exclusivity period. However, if Supplier enters into an agreement with other website or platform upon expiry of the exclusivity period, Supplier will inform Mlaxi 20 (twenty) days in advance before entering into any such arrangement.

9.8. 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.

9.9. ENTIRE AGREEMENT: This Agreement, including Annexures and T & C added from time to time, shall constitute entire and final agreement between Supplier and Mlaxi with respect to the subject matter covered herein.

9.10. 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

9.11. 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.

9.12. 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.

9.13. RECORDS: Supplier 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 Mlaxi 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 Supplier at least five (5) business days prior notice.

9.14. AMENDMENT: Mlaxi may amend the terms and conditions of this Agreement including the Commercial Term Segment, Annexures and the Mlaxi Policies at any time in its sole discretion by intimating Supplier by way of notification on the Supplier Dashboard and/or by sending an email to the email ID provided in the Supplier Registration Form. It is Supplier's responsibility to review amendment notifications from time to time. Supplier will be deemed to have accepted such amendments, if Supplier continues to access the Platform/Supplier Dashboard after the amendments are notified by Mlaxi. 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 Mlaxi.

9.15. COMMUNICATION: Supplier gives explicitly consent and allows Mlaxi to send the messages/ communication on email or mobile from time to time.

9.16. E-AGREEMENT: Supplier hereby agrees and undertakes that Supplier is legally entitled and eligible to enter into this e-Agreement (if executed through electronic means) and further agrees and undertakes to be bound by and abide by this Agreement and the person accepting this Agreement by and on behalf of the Supplier is authorised representative of the Supplier and is entitled and is legally authorised to bind the Supplier on whose behalf this Agreement is being accepted.

Annexure 1

(i) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;

(ii) Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne; Body parts which includes organs or other body parts;

(iii) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (Spam);

(iv) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;

(v) Child pornography which includes pornographic materials involving minors;

(vi) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;

(vii) Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials;

(viii) Copyrighted software, which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;

(ix) Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods;

(x) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;

(xi) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;

(xii) Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction;

(xiii) Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content; Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;

- (xiv) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
- (xv) Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
- (xvi) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes;
- (xvii) Offensive goods, which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred;
- (xviii) Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals;
- (xix) Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner;
- (xx) Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances;
- (xxi) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications;
- (xxii) Securities, which includes stocks, bonds, or related financial products;
- (xxiii) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products; (xxiv) Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products;
- (xxv) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
- (xxvi) Wholesale currency, which includes discounted currencies or currency, exchanges;
- (xxvii) Live animals; (xxviii) Multi Level marketing collection fees;
- (xxix) Matrix sites or sites using a matrix scheme approach;
- (xxx) Work-at-home information;
- (xxxii) Prohibited item: Precious stones, gems and jewelry, Uncrossed(bearer cheques) drafts/cheques, Currency and coins, Poison, Firearms, explosives and military equipment, Oil-based paint, Thinners (flammable liquids), Industrial solvents, Insecticides, Garden chemicals (fertilizers, poisons), Machinery (chain saws, outboard engines containing fuel or that have contained fuel), Fuel for camp stoves, lanterns, torches or heating elements, Any compound, liquid or gas that has toxic characteristics, Automobile batteries, Lithium batteries, Arms and ammunitions, Dry ice (carbon dioxide, solid), Magnetized materials, Infectious substances, Bleach, Flammable adhesives
- (xxxiii) Collecting and effecting / remitting payments directly /indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals; and (xxxiii) Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the all laws of India.

Annexure 2

COMMERCIAL TERMS SEGMENT

1. Customer Dispute resolution

Further, in case of return or replacement of Product due to any reason as mentioned in the Agreement or below mention table, Supplier shall be liable to pay various fees and charges as per the below mention table :-

S.No.	Particulars	Shipping Fee	Reverse pick up fee	Payment collection fee	Marketing fee
i	Direct Shipment Returns	To be paid by Supplier (as per Product Return Policy:Return or non-delivery of products)			
ii	Supplier related cancelations – Out of Stock/Cancelation due to delay in shipment beyond to says from order date, etc.	To be paid by Supplier (as per Product Return Policy: Return or non-delivery of products)			
iii	Replacement [When byer received Defective order,Fake Product,Wrong Specifications(not in line as what is mentioned on website),Warranty issue,Item is used/Damaged/Brand box seal is broken,Freebies missing etc.]	To be paid by Supplier (as per Product Return Policy:Return or non-delivery of products)			
iv	Post Shipment return/ Customer Non acceptance	To be paid by Mlaxi			NA

2. Packaging Material Charges: Supplier Select and order the required SKU size packing polybags and paid for it to Mlaxi. Supplier shall pay the Packing Polybags Fees as per below mention table :-

SKU (inches)	Charges per Bag (INR)
6.5x6.5	5.25
8 X 10	6.50
8 X 12	7.50
10 X 12	8.75
10 X 14	10.00
12 X 16	12.50
14 X 16	13.75
15 X 19	15.00
18 X 22	18.00
20 X 24	20.50

Annexure 3

(Applicable for Supplier involved in manufacturing/sale/marketing of Product containing Mlaxi' IPR)

1. **"Intellectual Property Rights"/"IPR"** means any right that is or may be granted regarding patents, copyrights, designs, labels, know how, trade names, trademarks, service marks, logos and other distinctive brand features or business identifiers, technical information and equivalents of the foregoing and all other intellectual property rights whatsoever whether registered or unregistered, including rights in any applications or registrations for any of the foregoing and their respective renewals, continuations and extensions in any state, country or jurisdiction.

2. Supplier represents and warrants that it is involved in manufacturing/sale/marketing of Product(s) containing Mlaxi' packaging material including but not limited to box, tape, polybag, label, envelop, gift wrap etc., which

comprises Intellectual Property Rights belonging to Mlaxi, to fulfill orders received on the Platform.

3. Mlaxi has licensed the use of its Intellectual Property Rights by the Supplier, without any charges for the same, with respect to the Supplier's Product(s), for limited use of manufacturing, and sale of the Product(s) exclusively through Mlaxi Platform, or any third party's Platform but only with Mlaxi' prior written consent.

4. Supplier agrees that any of its Product using Mlaxi Marketplace Platform' Intellectual Property Rights shall not be sold by it other than through Mlaxi Marketplace Platform in violation of the terms of this Agreement.

5. Supplier agrees that any breach by the Supplier of the terms herein shall cause irreparable losses to Mlaxi and shall be subject to the consequences as mentioned in the Agreement including in "OBLIGATIONS OF THE SUPPLIER ON MALPRACTICE" clause giving the rights to Mlaxi including but not limited to impose, deduct or recover Rs. 1 Crore or annual Marketplace GMV of the Supplier whichever is higher.

6. Supplier undertakes and confirms that while listing the inventory of the Product, the Supplier has physical possession and owns such quantity of Product as listed on Platform and further undertakes to fulfil the Orders placed by the Buyer promptly. In the event of delay in shipment/delivery of Product or Supplier cancellation of orders due to non-availability of Product, the Supplier acknowledges that Mlaxi reserves its right to take action as contemplated under the Agreement.

7. Supplier acknowledges that Mlaxi has the right to cap the maximum quantity of Product that the Supplier may list in Mlaxi Platform in order to control the maximum number of order Supplier can receive and deliver the Orders on time.

8. Supplier acknowledges agrees that Mlaxi shall have the right to hold/deduct/adjust Order amount, costs, penalty, expenses along with attorney's fees with respect to any litigation filed against Mlaxi by an aggrieved customer or any third party with regard to Supplier's products / services the reason for which is attributable to Supplier.

9. Supplier confirms that Supplier shall not create multiple accounts with Mlaxi which may lead to misrepresentation of identity of the account holders of those accounts. Supplier may also not create multiple IDs under the category of user/Buyer wherein the identities of those User/Buyer accounts do not represent the Supplier. Supplier is in gross violation of the Agreement if he holds multiple User/Buyer or Supplier accounts.

10. Supplier further agrees that it shall immediately terminate manufacturing and sale of Product(s) using Mlaxi' Intellectual Property Rights, on receipt of a written notice from Mlaxi to that effect, and any unsold Product(s) shall be handed over to Mlaxi or other Mlaxi Marketplace Suppliers as per discretion of Mlaxi. Thereafter, the Supplier shall not use Mlaxi' IPR in any manner howsoever.

11. The Supplier, apart from its indemnification obligations under the Agreement, shall additionally indemnify and hold harmless Mlaxi, 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 attorney's fees) incurred by Mlaxi /any User(s)/other Mlaxi Marketplace Supplier(s)/any third Party by reason of (i) any breach or alleged breach by the Supplier of the Supplier's obligations under this Annexure and/or (ii) any violation by the Supplier of Intellectual Property Rights belonging to Mlaxi or any third Party.

Supplier Business Details:

Business/Trading Name	
Legal Name	
Business Filing Status/Legal Status	
Business Category	
Pan Details	
Registered Address	

Operating Address	
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Supplier Contact Details:

Contact Name	
Email Address	
Mobile Number	

Supplier Bank Account Details:

Pay To Name	
Bank Name	
Account Number	
IFSC Code	
Branch Address	

Supplier Declaration:

We request Mlaxi (an online offline B2B, B2C, direct retail network) to set up the organization named above as a Mlaxi Supplier. We understand that the acceptance of this application is subject to approval by Mlaxi. We understand and agree that Mlaxi has the right to reject this application for any reason whatsoever.

We certify that all information provided by us hereinabove is true and correct.

We acknowledge and accept that we have reviewed, read, understood and agree to abide by the Mlaxi Agreement as defined and detailed in Annexure A. We accept all rights, obligations, responsibilities and liabilities that may arise due to us becoming a Mlaxi Supplier including but not limited to rights, obligations, responsibilities and liabilities under this Account Opening Form and the Online Terms and Conditions. We have also gone through the schedule of commercials and there related terms and condition hereinabove and accept the same.

We understand and agree that Mlaxi reserves the right to add/modify/amend/change any of the terms and conditions at any time without further notice to us. It is our responsibility to review the Online Terms and Condition at regular intervals and comply with the same.

We further understand that if we require any clarifications with respect to the Mlaxi Agreement (including this Form), we may contact our Mlaxi sales representative/account manager and they will connect us to the concerned Mlaxi department.

Signature

Organization Stamp

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Full Name: _____

Date: _____

Designation: _____

Witness 1

Signature:

Name:

Address:

Witness 2

Signature:

Name:

Address:

List of attach documents: 1.Aadhaar card 2. Pan Card 3. Cancelled Cheque 4. Trade Licences
6. Voter id

Approval- To be filled by Mlaxi officials only:

Signature for and behalf of Mlaxi

Organisation Stamp

Full Name:

Date:

Designation:

Witness 1

Signature:

Name:

Address:

Witness 2

Signature:

Name:

Address:

-----End of the Agreement-----