

## MASTER VENDOR AGREEMENT

This Master Vendor Agreement ( "**Agreement'** ) is made on the [] day of \_\_\_\_\_ at Mumbai, India

BETWEEN:

**[Moreshwar Fashion Hub]** a [sole proprietorship]/[partnership registered under the partnership act,1932]/[company incorporated under the Companies Act, 1956]/others] having its [1009,Jay Santoshi Mata SRA CHS Ltd Bldg No 2,Near Raheja Complex, Vamanrao Pal Marg, Ganesh Tekdi, Tanaji Nagar, Malad East, Mumbai 400097 head/registered] office at [1009,Jay Santoshi Mata SRA CHS Ltd Bldg No 2,Near Raheja Complex, Vamanrao Pal Marg, Ganesh Tekdi, Tanaji Nagar, Malad East, Mumbai 400097insert address] (hereinafter referred to as the "**Vendor**") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the One Part

AND

Bhejo Ecommerce Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Lotus House, 2nd floor, Off Andheri Kurla Rd., Sakinaka, Andheri (East) Mumbai 400072, India (hereinafter referred to as the "**Company**" or 'KarmaPlace.com') which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the Other Part;

Both the Vendor and the Company shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

### WHEREAS:

1. The Vendor is engaged in selling of Products and Services to Customers through US-based website [www.karmaplace.com](http://www.karmaplace.com) promoted by Modern Retail, LLC USA;
  2. Wherein Bhejo Ecommerce Pvt. Ltd. and Modern Retail, LLC USA have an exclusive tie-up, wherein Bhejo Ecommerce Pvt. Ltd/ may serve as a re-seller and/or Marketing and Logistics agency for Modern Retail LLC in India for sale of products on KarmaPlace.com.
- The Company is a market place/online platform for Vendors to offer and sell Products and provide Services through the Company Website on the payment of Commission for services provided by the Company.
1. The Company will market the Products and Services offered by the Vendor to the Customers and assist the Vendor in selling Products in accordance with the terms and conditions mentioned herein effective from the date of this Agreement.
  2. The Company will manage all international logistics, payments and customer support.
- **PRODUCT LISTING & INVENTORY MANAGEMENT**
  - The Vendor will be assigned a 'Store' on the [karmaplace.com](http://karmaplace.com) platform. The Vendor shall send to

Bhejo Ecommerce a catalogue of products to be sold on Karmaplace.com – catalogue must include, Photos, details of the product, specifications as per the format which will be provided.

- Company may choose to list or not list certain products based on their discretion and curation.
- The Vendor shall provide accurate Product information on the Store. The Product description shall not be misleading and shall describe the actual condition, make, or ingredients of the Product. If the sold Product does not match the Product description or images displayed on the Company Website, the Vendor agrees to refund any amounts that the Vendor may have received from the Sale.
- The Vendor shall not attempt to sell any products falling in the category of products prohibited for sale in or export from India under any law for the time being in force. Also, the Company may list any product not allowed to be sold through the Company Website in addition to the category of product prohibited for sale in India under any law for the time being in force. The Company shall be entitled to block all such products and shall also have the right to suspend or terminate the Vendor's access to the Store and the Company Website or terminate this Agreement forthwith. Any liabilities due to listing of prohibited products will be borne by the Vendor.
- The Company reserves the right to de-list the Products and Services at its own discretion, this may be for reasons as simple as the product does not appeal to our market.
- The Vendor confirms and understands that selling and delivering wrong, fake, duplicate, spurious, counterfeit, damaged, defective, refurbished, 'not as described' or previously owned Products through the Company Website will cause great prejudice and harm to the reputation and goodwill of the Company and may also cause harm and prejudice to the Customers. The Vendor acknowledges and warrants that the Vendor shall not sell any Product which may cause prejudice or harm to the reputation and goodwill of the Company.
- The Vendor agrees to keep the stock availability of their products up to date by updating weekly, daily or as often as necessary. The Company reserves the rights to delist any Vendor that exceeds 3 'product not in stock' violations in a 3-month period.
- The Vendor will ensure at all times that the Products listed on the Company Website are in stock. The Store will automatically be rated based on number of 'out of stock issues' and the number of times the Vendor defaults in timely delivery of Products and Services.

- **PRODUCT PRICE**

- Pricing provided to the Company by the Vendor will be considered procurement Price or "Transfer Price"
- The Vendor shall quote the best, lowest and competitive Price (inclusive of all applicable taxes and charges in India) for each Product on the Company Website. It is **mandatory** that prices uploaded on the Company Website are not greater than prices uploaded by the Vendor for the same Products and Services anywhere on the web.
- The Company may at its discretion add to the Vendor given selling price any taxes, duties, international shipping, and other associated costs to show the customer the final selling price of the product in USD, unless otherwise noted in a separate agreement with Vendor.
- The final selling price to the customer will be as per the discretion of the Company

considering all factors including competitors, returns, marketing costs, sales, etc.

- **COMMISSION / TRANSFER PRICE**

The Company will reimburse the Vendor the full selling price of their products as provided in their catalog, no further commission will be charged on the vendor price, remittance would be on the agreed Price minus any applicable taxes. For this reason we request all Vendors for the best possible pricing.

- **VENDOR PAYMENTS**

- For all orders placed on the Company Website, payments shall be collected by karmaplace.com on behalf of the Vendor, in the mode (i.e., payment gateway) as opted for by the Customers. Vendor hereby authorizes Company to process, facilitate, collect and remit payments to Vendor, (collected either electronically or through cash on delivery), from the Customers in respect of sale of the Products through the Company Website. Vendor also agrees that, in doing so, the Company will be acting as Vendor's limited agent only with the sole intent and purpose of facilitating the sale and purchase of Products through the Company Website. Vendor also agrees and acknowledges that the payment facility provided by the Company is neither a banking service nor a financial service but is merely a facilitator/facilitating the service of providing an automated online electronic payment system, using the existing authorized banking infrastructure and credit card payment gateway networks or payment through cash on delivery, for the transactions on the Company Website. Further, by providing the payment facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to any transaction on the Company Website.
- Vendor payments will be released within 14 days of the product receipt by Karmaplace.com
- The Company offers 2 different business/ payment models for payment/remittance:
  1. **i) RESALE MODEL:** For Vendors who may sell less than \$10,000 or any size vendor that prefers this option - resale model. Bhejo Ecommerce Pvt. will be the exporter of the product and will export under their own IEC code. In such a case then the Bhejo Ecomm is purchasing the product from the vendor and re-selling to US customer. In such case VAT is applicable and seller should include VAT in the price they sell the product to Bhejo Ecommerce Pvt. Ltd. Payment will be made to the vendor by Bhejo Ecommerce in INR.
  2. **ii) DIRECT SALE MODEL:** For Vendors selling at least \$10,000 per month on Karmaplace.com and also have an IEC code Payment will be remitted from USA as an export sale. Item will be shipped under vendor's IEC code. Vendor will still ship the product to Bhejo Ecommerce for Quality inspection and international dispatch. In such case VAT should not be included in the price of the product and it is not applicable. Any US taxes etc would be accounted for by Karmaplace.com. Remittance will be done direct from KarmaPlace.com / Modern Retail, LLC. to the Vendor.

In both cases Bhejo Ecommerce Pvt. Ltd. will guarantee timely payment for fulfilled sales.

- **DELIVERY OF PRODUCTS AND SERVICES**

- When a Customer elects to purchase a Product through the Company Website, the Company shall receive the order for the Product only in the capacity of an online marketplace.
- The Company shall provide the necessary backend infrastructure for capturing the Customer/order details placed on the Vendor. Orders placed by the Customer will be forwarded to the Vendor via an Email Confirmation and/or reflected in the Store. The Vendor shall package the Product(s) in accordance with the packaging guidelines issued by the Company from time to time and dispatch the Product(s) to Bhejo Ecommerce Pvt. Ltd. Fulfillment Centre.
- The Vendor shall ensure that the purchased Product is dispatched, along with all the required information, manuals, accessories (where applicable) warranty documents (where applicable) and any other relevant documents for international export, to enable the Customer to receive the item in a timely manner and optimally use the Products purchased. The Vendor shall also issue a corresponding Invoice in the name of the Customer or Bhejo Ecommerce Pvt. Ltd. in case of the re-sale model. The Vendor shall be responsible to update the Store to reflect this development.
- The following method will be used for dispatch of Products the Default Fulfillment Model:
- Currently all orders will be international orders, unless specifically requested for sale within India
- In case of International Orders, the Vendor shall dispatch the Products to the Company within 2-3 days of the Customer placing such International Order and the Vendor receiving the E-mail Confirmation or the Order being reflected in their account.
- The Vendor should clearly set out the Product ID, Order number and Customer name, so that the Company can identify the Products for dispatching. In the absence of these details, the Company will not dispatch the Products to the Customer and the same will be returned to the Vendor. The Company will in no way be responsible for wrong dispatches in case of incorrect and incomplete Product information provided by the Vendor.
- When required for certain categories, Vendor must provide all export documentation regarding the product as required by the government for export ie. Ingredients, certification etc. The Vendor shall keep the Company informed promptly on any information that shall impact the delivery of a Product to the Customer.
- Company will bear the cost of international shipment to the Customer.
- The Vendor is obliged to deliver Products to the Company at their own cost and as per guidelines set out in the E-mail Confirmation/Store, as per the following service levels:
  - The Vendor undertakes to dispatch/deliver the Products in the same condition and quality as displayed on the Company Website.
  - The Products must not be used or damaged in any way and the Services provided should match the details/instructions set out in the E-mail Confirmation and match the details described on the Company Website.
  - In case the Vendor is unable to dispatch/deliver the Products on account of shortage/inaccurate /inappropriate quality for any reason whatsoever, the Vendor will inform the Company within 24 hours of order placement for cancellation or replacement. Failure to do so will incur charges of 10%. Repeated cancellations will result in termination of selling privileges.
  - The Vendor has to respond to any queries raised by the Company within 24 hours in

relation to Orders placed. In the absence of prompt response from the Vendor, the Company will compensate the Customer and will take necessary action against the Vendor.

- The Company may, at its discretion, introduce other Fulfillment Models listed in this Clause, at any time in the future.
- The company shall charge 5% of the product price in case of quality rejection of the products by its team should the rejection rate exceed 3 times in a 6 month period. The return local India shipping charges would also be borne by the Vendor in such case. The decision of the company regarding the quality of the product would be final and binding in all respects.
- The company shall charge 5% of the product price as penalty in case of any delay from the vendor's side in shipping the product. After 3 times, the rate will be 15%, beyond which excessive delays leading to cancellation will result in Vendor delisting.
- In the event of any returns from abroad, karmaplace.com will bear the cost of international return shipping, however, Vendor must bear local India return shipping costs if applicable (From Karmaplace processing center to Vendor location).

- **DISCOUNTS**

- The Company reserves the right to run promotions and offers providing benefits/discounts on the Product Price to the Customer on the Company Website on various Products. Similarly, the Vendor may provide a discount / offer on the Products after informing the Company.
- In case of bulk purchases by the Customer, the Vendor may be requested to provide discounts on the Products and Services offered.
- In case of promotional discounts being offered by the Vendor, the Vendor will not offer the same discounts or lesser discounts on any other website till the deal is live on the Company Website.
- Also, the Company shall have the right to offer discounts, run promotion campaigns on the Product Price to the Customers from the Commission. The Vendor shall not object to the provision of such discounts given by the Company.
- Vendor may suggest a minimum selling Price, however this will not apply for Clearance items

- **VALIDITY OF THE E-MAIL CONFIRMATIONS, INVOICING AND PAYMENT**

- The E-mail Confirmation of sale or cancellation shall be considered official communication and used strictly in accordance with the terms and conditions of this Agreement.
- The Vendor agrees and acknowledges that the Vendor will pay local Courier Fees if Company facilities are used, Fulfillment Centre Charges, if warehousing and other services are opted, any other fees, and applicable service taxes on it, as provided in Annexure, for all the orders received through the Company.
- The Vendor agrees that the Company shall, at all times, have the right and option to deduct / adjust any payments due to, or from, the Vendor in one transaction, against any payments due to, or from the Vendor in other transactions.
- Payouts will be done on a fortnightly basis on the 10<sup>th</sup> and 25<sup>th</sup> of every month. In case the 10<sup>th</sup> or 25<sup>th</sup> of the month is not a working day, the payouts will be made on the next working day.

All Orders delivered to the Customer on or before the 25<sup>th</sup> of every month will be paid to the Customer on the 10th of the next month and all orders delivered by the 10th would be paid by the 25th, unless another arrangement has been made with the Vendor through annexure with this agreement.

- Payments will be made via Online Net Banking to the Vendor's account (no cash/cheques are provided). Please note that payouts are only calculated on orders that are marked as “Delivered” to the Company and accepted without quality issues.
- In the event of 'direct export sales' transactions, payments will be done via Online Net Banking to the Vendor's account (no cash/cheques are provided) directly from the USA. Please note that payouts are only calculated on orders that are marked completed.
- It is the Vendors responsibility to keep all financial information updated and accurate. The Company shall not be held responsible or liable for payment in case of any change in the bank account of the vendor.

- **DAMAGED GOODS AND DEFICIENCY IN SERVICE**

- All delicate items must be marked on the outside package as 'handle with care.'
- In case of any complaints by the Customer for any defect in Products or deficiency in Service, the Vendor undertakes:
  - to promptly satisfy the Customer with regard to such defect or deficiency; and
  - Indemnify and hold the Company harmless in respect of Customer claims.
- Vendor is responsible for proper packaging of the product. Any product reaching Company fulfillment center would be fully the responsibility of the Vendor, even if delivered by delivery channels appointed by Company. Company will only be responsible for international shipping, once proper product condition is verified at its fulfillment center.
- To minimize the impact of the damage, the Company recommends that the Vendors provide easy fix tools that can quickly repair common damages. For instance, in case of imitation jewellery, spare beads, stones and pearls along with fevicol / araldite can be sent along with the package.
- In case Products are damaged when they reach Company's Mumbai fulfillment centre and need to be shipped back to the Vendor, the Vendor will bear the cost of return shipping.

- **NON-DELIVERY, REFUNDS, & RETURN OF PRODUCTS**

- The Company has a 7 days 'no questions asked' customer friendly return policy. The Customer will have a right to return the Products to our USA warehouse within 7 days from date of receipt of Products. The 7-day time limit is for the Customer to 'dispatch the Product'.
- Where the Product has not been delivered/ has been returned due to any reason/fault attributable to the Vendor at Quality Check, then the Company shall refund the Customer and the product will be returned to the Vendor. Vendor would bear local India shipping return fees.
- For normal returns such as “customer ordered wrong size”, “customer changed their mind” etc., once delivered to the customer will not be returned to the Vendor and Vendor will not be charged for the refund.
- In the event Vendor opts for warehousing in the USA with Karmaplace, returned products will be a chargeback to the Vendor and the item will be re-stocked.
- Parties agree and acknowledge that the Company shall be entitled to recover/adjust any

outstanding amount due and payable by the Vendor to the Company under this Agreement from any Vendor Proceeds payable to the Vendor and the Vendor undertakes not to object to such recovery/adjustment.

- In the event of any default by the Vendor to deliver the Product to the Customer on time or at all, the Vendor shall immediately update the Store/ send an email to the Company informing of such non-delivery and the reasons thereof, immediately on the occurrence of such event.

- **REPRESENTATIONS, UNDERTAKINGS AND OBLIGATIONS OF THE VENDOR**

- The Vendor represents, warrants and undertakes that:

- the Vendor in its individual capacity and/or as an authorized representative of the entity registering as a Vendor on the Company Website, is competent to contract, at least eighteen (18) years of age, is of sound mind and is not disabled by any law in India from entering into this Agreement;
    - The Vendor is the trademark owner of the brand they are representing OR authorized by the brand to sell their products;
    - the Vendor has all requisite power and authority to execute the Agreement, deliver and perform their obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so;
    - the execution and performance of this Agreement and the delivery of Products does not and will not violate any provision of any existing agreement, law, rule, regulation, any governmental order or judicial pronouncement;
    - the Vendor will abide by the terms and conditions of the Agreement, the Company policies as may be applicable to the Vendor;
    - the Products and Services offered/sold by the Vendor are authentic, legally valid and have been legally procured (imported, manufactured, distributed, etc.) and are of optimum quality and that the Vendor shall not offer for sale/sell/deliver any Banned Products or refurbished Products on the Company Website.;
    - the Vendor deals only in original, legitimate and genuine Products which are either self-manufactured and/or procured from legitimate channels and in compliance with all the legal requirements;
    - the Vendor shall be solely responsible for the authenticity/quality of the Products offered and the use of the brand and trademarks associated with the Products offered as applicable. The Vendor shall use images for displaying Products and Services which are not in violation of copyrights or trademarks. All intellectual property liabilities will rest with the Vendor. The Vendor shall provide to the Customers all related peripherals;
    - the content of the Products, the text descriptions, graphics or pictures regarding the Product being uploaded on the Company Website and the Product packaging, shall not be obscene, libelous, defamatory or scandalous or which is capable of hurting the religious sentiments of any segment of the population or constitute an infringement of any intellectual property rights of any person or entity;
    - the Vendor shall not, at any time, use any intellectual property of the Company in any manner without the prior written consent of the Company;
    - the Vendor will deliver the Products in a timely manner consistent with the terms of

this Agreement;

- the Vendor has and shall maintain all licenses and registrations required for selling the Products online or otherwise during the term of this Agreement
  - the Vendor shall not describe himself/itself as an agent or representative of the Company or make any representations to any Customer or any third party or give any warranties which are of such a nature that the Company may be required to undertake, or be liable for, whether directly or indirectly;
  - the Vendor shall not, during the term of this Agreement, offer the Products listed on the Company Website, to any other website or through any other company website, at a price which is less than the price listed on the Company Website;
  - the Vendor shall not transact with any Customer directly; Vendor shall not share with the customer any personal note, domain details, phone no in the course of any transaction. The Company is free to take any action against the vendor in case of violation of this clause.
  - if the Vendor is found providing of false or misleading information or provision of defective or counterfeit Products, then the Company may initiate civil and/or criminal proceedings against the Vendor and the Company may, at its sole discretion, suspend, block, restrict, or cancel the Vendor's registration on the Company Website and /or disqualify / bar the Vendor from selling the Products on the Company Website;
  - the primary and sole responsibility for redressal of the Customer's complaints will rest solely with Vendor at all times;
  - there are no restrictions, hindrances or encumbrances of any nature which, in any manner, restrict the performance of the obligations by the Vendor under this Agreement; and
  - the Vendor shall be responsible for payment of the Vendor's own taxes and any taxes/levies/cess applicable on the Products sold through the Company Website, and shall indemnify and hold harmless, the Company, from any liability in this regard.
- The Vendor agrees, acknowledges and understands that:
    - any and all data derived as a result of this Agreement will be owned by the Company and Vendor shall have the right to utilize such data for the duration of the Term of this Agreement to fulfill Vendor's obligations hereunder;
    - the ownership of the Company Website rests with the Company and the Company shall make its best efforts to deal with any technical issues affecting the Company Website (such as, for instance, the Company Website becoming inoperative. The Company does not warrant that the Vendor will be able to use the Company Website and offer for sale the Vendor's Products at all times or locations on the Company Website or that the Company Website and the services provided through the Company Website will be uninterrupted or error-free or that the defects will be corrected by the Company;
    - the Customer data will be the exclusive property of the Company, and Vendor will not use the same for Vendor's own purpose or distribute such data in any form or means except for the



purpose of this Agreement and shall keep it confidential at all times; and

- give the Company, the right to market its Products, using the relevant brand, as well as authorize the Company to use the Vendor's mark, logo, advertising material and similar material for dissemination, promotion and publicity among its members.

- **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. The Vendor recognizes and confirms that the Company has the exclusive right to supervise, allow and reject the contents of the Company Website. The Company shall not be liable for contents and images shared, uploaded or displayed on the Company Website by the Vendor regarding the Vendor's Products and all consequent liability will be borne by the Vendor only.
- The Vendor hereby authorizes the Company to use and include Vendor's trademarks (as may be provided by Vendor from time to time) and Vendor's corporate name on the Company Website and in any directory or promotional material produced in connection with the promotion of the Company Website or the Products offered by Vendor on the Company Website.
- The Vendor acknowledges that the Company is merely an intermediary with respect to the Products listed on the Company Website. However, on receiving written notification of any alleged infringement of third party intellectual property rights due to display or sale of any Products/third party trademark or copyrighted matter on the Company Website (including availability or sale of counterfeit goods on the Company Website), the Company may, at its own discretion, remove / delist the allegedly infringing Products / content from the Company Website, with or without prior notice to the Vendor.

- **PROOF OF DELIVERY & COURIER SERVICES**

The Company requires that the Products be shipped/couriered/delivered using a service offering Proof of Delivery confirmation and online tracking, such as:

- Fedex
- Bluedart
- DTDC
- ICC Worldwide
- Speed Post/India Post (To be Only used for locations not served by Fedex/ Bluedart and DTDC)

- **TAXES**

- Any taxes related to sale and shipping (including but not limited to VAT, CST, Octroi) of the Products and Services are to be borne by the Vendor.
- Any stamp duty payable on this Agreement and any other related documents will be borne by the Vendor.

- **TERM OF THE AGREEMENT**

- This Agreement shall come into force on the date of this Agreement continue to exist till the time the Parties mutually decide to terminate the Agreement in writing.
- The Company reserves the right to suspend access to the registered Vendors to the Company Website and the Vendor Panel, or to terminate such access granted under this Agreement, without assigning any reasons for doing so. The Company also reserves the right to select / delist the Products displayed/offered for sale or to be displayed/ offered for sale on the Company Website.
- Notwithstanding anything contained under this Agreement, any Party may terminate this Agreement for convenience upon thirty (30) day written notice to other Party.
- On termination of this Agreement:
- The Company will, with immediate effect, block Vendor's access to the Company Website and consequently, the Vendor shall not be able to offer any Products to the Customers thereafter and shall not have the right to re-register himself /itself as a Vendor on the Company Website at any time after such termination, unless the Company, in its discretion, permits such re-registration;
- Vendor shall return to the Company all the confidential information of the Company and all other properties and materials belonging to the Company. Where the confidential information cannot be returned in material form, the Vendor shall destroy all of the Company's confidential information and shall provide the Company with a certificate of destruction with respect to the same;
  - It is agreed that such provisions and obligations which, by their very nature, survive the termination of this Agreement, shall continue to be binding on the Parties.
  - On the termination of the Agreement, the Vendor will be entitled to only the Vendor Proceeds which have become due to the Vendor on account of any purchase of the Products, made through the Company Website, prior to the date of termination of this Agreement. The Company shall be entitled to adjust any monies, due from the Vendor to the Company till the date of termination, from the Vendor Proceeds payable to the Vendor on termination.

- **LIMITATION OF LIABILITY**

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

- **NOTICE**

Any notice required to be given under this Agreement shall be sent to the parties at the following address:

**Vendor Details**

Address:

Telephone No.:

Fax No.

E-mail Id:

### **Company Details**

Address: **Bhejo Ecommerce Private Limited** , Lotus House, 2nd floor, Off Andheri Kurla Rd., Sakinaka, Andheri (East) Mumbai 400072, India

Telephone No; 022-40641034

E-mail Id: sell@karmaplace.com

- **ASSIGNMENT**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or transfer in violation of this provision shall be void and without effect.

- **DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION**

If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by The Company. Arbitration shall be held at Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties. This Agreement shall be construed and interpreted in accordance with Indian laws. The courts and tribunals of Mumbai shall have exclusive jurisdiction in connection with this Agreement.

- **INDEMNITY**

- The Company shall not be responsible for any loss, damage or injury suffered or caused to the Customer by the Vendor in connection with the terms covered herein. The Vendor also represents to the Company that providing Products and Services shall not result in violation of any law or contractual obligation and agrees to indemnify the Company in the event of any liability arising out of any such violation.
- The Vendor hereby further unconditionally and irrevocably agrees to indemnify and keep indemnified and hold the Company and its officers, employees and agents free and harmless at all times against all monetary harm, injury, cost, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses including without limitation any legal and attorney fees and costs and disbursements incurred, in and arising out of or on account of any breach by the Vendor of any of the aforesaid and/or any of the other terms hereof and/or as applicable and binding upon the Vendor from time to time including for any losses suffered by the Company in relation to the sale of Product and Services.

- **CONFIDENTIALITY**

- Company agrees not to share any of the Vendors, confidential and proprietary information with any third-party, including sales data, trade secrets, sourcing or other such information.
- The Vendor will be responsible for maintaining the confidentiality of the Store and the information provided therein, and shall be fully responsible for all activities that occur under the Vendor's Boutique. The Vendor agrees to (a) immediately notify the Company of any unauthorized use of the Company's account information or any other breach of security, and (b) ensure that the Vendor exit from the Vendor's Store at the end of each session. The Company cannot and will not be liable for any loss or damage arising from the Vendor's failure to comply with this clause. The Vendor will be held liable for losses incurred by the Company or any other user of, or visitor to, the Company Website due to authorized or unauthorized use of the Vendor's Store as a result of the Vendor's failure in keeping the Vendor Store and the account information secure, absolute, correct and confidential.
- The Parties agree that the contents of this Agreement are strictly confidential. The Vendor shall not disclose any of the terms and conditions or any other related information to any third person, unless the Vendor is required to do so under the law, which disclosure shall be deemed to be an authorized disclosure only after the same is previously approved by the Company. Confidential information would include but not be limited to Customer details, market information, all work Products and documents related thereto, the contents of the Company Website or any other information which is treated as confidential by The Company, and any other information, whether oral or in writing, received or to be received by Vendor 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. In case of any unauthorized disclosure of the contents of this Agreement by the Vendor, the Vendor shall indemnify the Company against the losses suffered by the Company due to the disclosure of contents of this Agreement by the Vendor.

- **ENTIRE AGREEMENT**

This Agreement, including Annexure and terms and conditions added from time to time, shall constitute entire and final agreement between the Vendor and the Company with respect to the subject matter covered herein.

- **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.

- **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.

- **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.

- **AMENDMENT**

The Company may amend the terms and conditions of this Agreement including the commercial terms and the Company policies at any time in its sole discretion by intimating the Vendor by way of notification on the Vendor Panel and/or by sending an email to the email ID provided in the Vendor Registration Form. It is Vendor's responsibility to review amendment notifications from time to time. Vendor will be deemed to have accepted such amendments, if you continue to access the Company Website/Vendor Panel after the amendments are notified by the Company. If any terms of this agreement conflict with any other document/electronic record, the terms and conditions of this agreement shall prevail, until further change / modifications are notified by the Company.

- **DEFINED TERMS**

- **Store or Vendor Panel:** The Vendor gets a fully self-managed boutique, where the Vendor can upload new designs for Products and control its pricing, description, quantity.
- **Company Website:** The Company's website located at the URL [karmaplace.com](http://karmaplace.com)
- **Customers :** Persons buying/purchasing products or services through the Company Website .
- **Default Fulfillment Method: Model 1** method of fulfilling orders as set out in clause 2 above.
- **Discounted Priced:** Product Price minus any discounts offered.
- **Domestic Order:** Order placed by a Customer for Products and Services and the delivery of which has to be made within the territory of India.
- **E-mail Confirmation:** A copy of the e-mail to the Vendor regarding the order placement and PO.
- **International Order:** Order placed by a Customer for Products and Services and the delivery of which has to be made outside the territory of India
- **Order:** The act of placing an order for Products by a Customer through the Company Website or through e-mail.
- **Products :** The products that the Vendor is listing on the Company Website for selling to The Vendor shall display high quality pictures depicting the Storelogo.
- **Product ID:** The identification code assigned to every Product on the Company Website.
- **Product Price:** The price displayed on the Company Website against the Products and Services listed by the Vendor.
- **Services:** The services incidental to the sale of Products and otherwise as specifically set out in the Annexure offered by the Vendor to the Customers.
- **Vendor Proceeds:** Amounts due to the Vendor after deducting the Commission and other charges, fees that may be due to the Company. [\[1\]](#)

The Parties have read and understood the terms and conditions of this agreement and by executing this Agreement have agreed to abide and be bound by them.

**Bhejo Ecommerce Private Limited**

**[ Vendor's name with organisation details]**

\_\_\_\_\_  
\_\_\_\_\_

(Company's Rubber Stamp)

Name: \_\_\_\_\_  
\_\_\_\_\_

Designation: \_\_\_\_\_  
\_\_\_\_\_

M/s Moreshwar Fashion Hub

(Company's Rubber Stamp)

Name: Akshay Hande

Designation: Vice President

**MODERN RETAIL, LLC USA**

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Business registration No. \_\_\_\_\_

## **ANNEXURE**

### **VENDOR ONBOARDING**

Vendor Details:

Title of the Store:-

Based on mutual discussions, Bhejo Ecommerce Private Limited (the '**Company**' ) has agreed to offer for display, the Products of the Vendor on Karmaplace.com subject to the terms and conditions as set out in the Agreement executed between the Vendor and the Company on [date of execution of the Agreement] ('**Agreement**') and any terms set out herein. We request you to fill in the attached/enclosed Vendor Detail Form.

We welcome you to KarmaPlace.com the first ever global marketplace dedicated to promoting Indian brands and vendors and wish you success.

For any queries please feel to get in touch with us at [sell@karmaplace.com](mailto:sell@karmaplace.com) or contact your account manager.

## **VENDOR DETAIL FORM**

Vendor Details to be filled in by the Vendor:

- 1) Vendor Opts for **Transfer price** pricing
- 2) If Commission, Commission charges will be:

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- 3) Vendor will work on:

\_\_\_\_ Resale model (payment from India)

\_\_\_\_ Direct Sale (payment from USA min \$10,000 monthly sales + IEC code required)

### **General:**

Vendor Name

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Registered address of the Vendor

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Telephone/Mobile No (+STD code)

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Fax No:

C.S.T.& L.S.T. No. (enclosed)

GSTIN No. (enclosed)

27ALZPH3787P1ZT

PAN (enclosed)

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